



SIC Investment Co-operative Society Limited (Formerly Safaricom Investment Co - operative Society Limited) v Ramadhanjao & 12 others (Environment and Land Case E077 of 2024) [2025] KEELC 7245 (KLR) (15 October 2025) (Ruling)

Neutral citation: [2025] KEELC 7245 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KWALE
ENVIRONMENT AND LAND CASE E077 OF 2024
LL NAIKUNI, J
OCTOBER 15, 2025**

BETWEEN

SIC INVESTMENT CO-OPERATIVE SOCIETY LIMITED (FORMERLY SAFARICOM INVESTMENT CO - OPERATIVE SOCIETY LIMITED) PLAINTIFF

AND

SAID RAMADHANJAO 1ST DEFENDANT
SADIK RAMADHAN 2ND DEFENDANT
AIFANI RAMA 3RD DEFENDANT
SALIM MWAKUTSUMA 4TH DEFENDANT
BATULI RAMA 5TH DEFENDANT
IBRAHIM RAMA 6TH DEFENDANT
HALIMA RAMA 7TH DEFENDANT
RAMA SAID 8TH DEFENDANT
ALI SALIM NZARIA 9TH DEFENDANT
MACHAPAI SHIBE SULEIMAN 10TH DEFENDANT
METUMAA SALIM GAONE 11TH DEFENDANT
SALIMU SALIMU MBWINGOMA 12TH DEFENDANT
LANDS REGISTRAR KWALE 13TH DEFENDANT



RULING

I. Introduction

1. Before this Honorable Court for hearing and determination was the Notice of Motion application dated 13th November 2024. It was instituted by Sic Investment Co - operative Society Limited (formerly Safaricom Investment Co - operative Society Limited) - the Plaintiff/Applicant herein. The application was brought under the provisions Articles 40, 159 (2) of the Constitution of Kenya, 2010, Sections 1A, 1B, 3A and 63 (c) & (e) of the Civil Procedures Act, Cap. 21 of the Laws of Kenya, Order 40 Rule 1 (a) of the Civil Procedures, 2010 and Order 51 Rule 1 of the Civil Procedure Rules 2010.
2. Upon effecting service, the Defendants/Respondents' filed a Replying Affidavit sworn by Said Ramadhan Jao, the 1st Defendant, and dated on 15th June 2025. The Honourable Court shall deliberate on the response in more depth later on in this Ruling.

II. The Plaintiff/Applicant case

3. The Plaintiff/Applicant sought for the following orders:-
 - a. Spent.
 - b. That this Honourable Court be pleased to issue a temporary injunction restraining the 1st and 2nd Defendants/Respondents or any person by themselves, their agents and or servants from trespassing, hand harvesting, interfering, occupying, possessing, alienating or in any way dealing howsoever with the Plaintiff/Applicant's and its investors property previously known s title number LR No Kwale/Ngombeni/1426 that has been subdivided into 96 sub parcels being title number LR No Kwale/Ngombeni/3264-3358[hereinafter referred to as the suit property] pending hearing and determination of this application interpartes.
 - c. That this Honourable Court be pleased to issue a temporary injunction restraining the 1st and 2nd Defendants/Respondents or any person by themselves, their agents and or servants from trespassing, hand harvesting, interfering, occupying, possessing, alienating or in any way dealing howsoever with the Plaintiff/Applicant's and its investors property previously known s title number LR No Kwale/Ngombeni/1426 that has been subdivided into 96 sub parcels being title number LR No Kwale/Ngombeni/3264-3358[hereinafter referred to as the suit property] pending hearing and determination of this suit.
 - d. That the OCS Kwale Police Station does ensure compliance with order 2 and 3 above.
 - e. That the Honourable Court be pleased to make an order for transfer of the suit herein to the lands division of the Environment and Land Court of Kwale since the subject matter is a civil dispute concerning ownership of the suit land.
 - f. That the costs of this application be provided for.
4. The application was premised on the grounds, testimonial facts and averments made out under the supporting affidavit dated 13th November 2024 and sworn by Jared Nyagwoka the Project Officer of the Plaintiff/Applicant herein together with annexures marked as "JN" annexed thereto. It was averred that:-



- a. The Plaintiff/Applicant was registered as the absolute proprietor of title previously known as LR No Kwale/Ngombeni/1426 prior to its sub- division into 96 sub parcels being title numbers Kwale/Ngombeni/3264 -3358. Annexed hereto and marked as “JN – 01” was a copy of the Certificate of Title Deed for the land known as Land reference Number Kwale/ Ng’ombeni/1426” prior to its sub – division.
- b. The suit property was lawfully purchased by the Plaintiff/Applicant from the 1st Defendant on or about 14th September 2018 and thereafter transferred to the Applicant who sub - divided it into the 96 sub parcels thereafter selling forty four (44) parcels to investors and had so far issued thirty-six (36) title deeds. Annexed hereto and marked as “JN – 02 & 03” was a copy of the Sale Agreement between the Plaintiff/Applicant and the 1st Defendant/Respondent for the the property known as Land reference Number Kwale/Ng’ombeni/1426” prior to its sub – division.
- c. The Applicant stated that the investors had taken occupation of the parcels and had uninterrupted occupation of the said parcel of land from the time of purchase and transfer.
- d. However the Applicant later on learnt that the 1st to 12th Defendants/Respondents were laying claim over the suit properties by virtue of a decision by the Kadhis Court in Kwale KC SUCCE112/2024 which revoked the title to the suit property and vested it to the said Defendants/Respondents.
- e. The Kadhis Court erroneously revoked the title and directed its ownership reverted back to its first proprietors and be vested upon the Defendants/Respondents notwithstanding that the property had been sold to the Applicant and the investors.
- f. The deponent stated that the Kadhi lacked jurisdiction to issue such orders. The Applicant stated that while on a beaconing exercise of the suit property they were confronted by the 2nd Defendant/Respondent who alleged that the land was family land and which had been illegally sold to the Applicant.
- g. The Applicant maintained that the suit property was purchased in good faith from the 1st Defendant/Respondent and a valid title issued. The Applicant maintained through the deponent that It was not aware of any fraud at the time of purchase.
- h. The 2nd Defendant/Applicant’s action of trespassing into the suit property and interrupting the process of erecting beacons amounted to trespass and illegal violation of the investors rights to ownership of property as enshrined under the provision of Article 40 of the Constitution of Kenya, 2010.
- i. Further that the Defendants/Respondents had destroyed a fence erected by the investors and placed the property at risk of invasion.
- j. Also that the Defendants/Respondents had engaged in sand harvesting on the property and which was diminishing the value of the property.
- k. The investors who were innocent purchasers were bound to suffer irreparable harm unless the court intervened to preserve the status quo and hence the prayers for the orders sought to be granted.



III. The responses by the 1st to 12th Defendants/Respondents

5. The 1st to 12th Defendants/Respondents opposed the Application through filing of an 11 Paragraphed Replying Affidavit sworn by SAID RAMADHAN JAO, the 1st Defendant/ Respondent herein on 15th June 2025. The 1st Defendant deponed that: -
- a. The suit property belonged to the Defendants/Respondents' late father one Ramadhan Khalfan Mabeya and Salimu Omari Mwanzana as original owners.
 - b. Upon the death of their father, the suit property was registered in the names of the 1st Defendant/Respondent as trustee.
 - c. In the year 2018 he entered into a land sale agreement with the Plaintiff/Applicant for the sale and transfer of the suit property but the Plaintiff/Applicant failed to honour its obligations.
 - d. Via the decision of the Kadhi's Court in KWALE KC SUCC E085/2024 and KWALE KC SUCC E112/2024 the title to the suit property was revoked and the land reverted to its original owners and subsequently vested on all the heirs.
 - e. Therefore, the Plaintiff/Applicant illegally and unlawfully sub - divided the land and sold it without any colour of right.
 - f. The deponent maintained that the suit land lawfully belonged to the heirs of the original owners Ramadhan Khalfan Mabeya and Salimu Omari Mwanzana. It ought to be distributed as per sharia law.

IV. Submissions

6. On 18th June 2025, in the presence of all the parties herein, the Honorable Court directed parties to canvass the matter by way of written submissions. Unfortunately, at the time of writing this ruling, the parties had not filed their written submissions. Nonetheless, upon the lapse of the stipulated timeline, Court decided to render its ruling accordingly.

V. Analysis & Determination

7. This Court has considered all the issues raised in the Notice of Motion application dated 13th November, 2024, the Supporting affidavit and Replying Affidavit by the 1st to 12nd Defendants/ Respondents herein dated 4th February, 2022. It is noted that the 13th Defendant/Respondent did not participate in the proceedings.
8. In order to arrive at an informed, just, fair and reasonable decision, the Court has framed the following three [3] issues for its determination. These are: -
- a. Whether the Notice of Motion application dated 13th November, 2024 meets the established threshold for granting temporary injunction orders.
 - b. Whether the parties are entitled to the reliefs sought?
 - c. Who will bear the Cost of the application?



Issue No. a). Whether the Notice of Motion application dated 13th November, 2024 meets the established threshold for granting temporary injunction orders.

9. Under this sub – heading the main substratum of the application is on whether to grant or not the interim injunctive orders. The application herein is premised under Order 40 Rule 1 of the Civil Procedure Rules 2010 amongst the provisions of the law cited. It provides as follows: -

Order 40, Rule 1

Where in any suit it is proved by affidavit or otherwise—

- a) that any property in dispute in a suit is in danger of being wasted, damaged, or alienated by any party to the suit, or wrongfully sold in execution of a decree; or
- b) that the Defendant threatens or intends to remove or dispose of his property in circumstances affording reasonable probability that the Plaintiff will or may be obstructed or delayed in the execution of any decree that may be passed against the Defendant in the suit, the court may by order grant a temporary injunction to restrain such act, or make such other order for the purpose of staying and preventing the wasting, damaging, alienation, sale, removal, or disposition of the property as the court thinks fit until the disposal of the suit or until further orders.

10. It follows, therefore, that the principles applicable in an application for an injunction were laid out in the celebrated case of “Giella – Versus - Cassman Brown & Co Limited (1973) E A 358” set the following conditions for the grant of a temporary injunction:-

“First an applicant must show a prima facie case with a probability of success. Secondly, an interlocutory injunction will not normally be granted unless the applicant might otherwise suffer irreparable injury which would not adequately be compensated by an award of damages. Thirdly if the court is in doubt it will decide an application on the balance of convenience.”

11. As such, the three (3) conditions set out in “Giella (supra)”, need all to be present in an application for court to be persuaded to exercise its discretion to grant an order of interlocutory injunction. This position has been reiterated in numerous decisions from Kenyan courts and more particularly in the case of “Nguruman Limited - Versus - Jan Bonde Nielsen & 2 others CA No.77 of 2012 (2014) eKLR” where the Court of Appeal held that:-

“in an interlocutory injunction application the Applicant has to satisfy the triple requirements to a). establishes his case only at a prima facie level, b). demonstrates irreparable injury if a temporary injunction is not granted and c, ally any doubts as to b, by showing that the balance of convenience is in his favour. These are the three pillars on which rest the foundation of any order of injunction interlocutory or permanent. It is established that all the above three conditions and states are to be applied as separate distinct and logical hurdles which the applicant is expected to surmount sequentially....See Kenya Commercial Finance Co. Limited - Versus - Afraha Education Society [2001] Vol. 1 EA 86. If the applicant establishes a prima facie case that alone is not sufficient basis to grant an interlocutory injunction, the court must further be satisfied that the injury the respondent will suffer, in the event the injunction is not granted, will be irreparable. In other words, if damages recoverable in law is an adequate remedy and the Respondent is capable of paying, no interlocutory order of injunction should normally be granted, however strong



the applicant's claim may appear at that stage. If prima facie case is not established, then irreparable injury and balance of convenience need no consideration. The existence of a prima facie case does not permit "leap-frogging" by the applicant to injunction directly without crossing the other hurdles in between".

12. Further, in the case of "Kenya Commercial Finance Co. Ltd – Versus - Afraha Education Society [2001] Vol. 1 EA" (the court quoted in the case of: "Nguruman Limited (supra)", that the triple requirements in an interlocutory injunction application are the three pillars on which rests the foundation of any order of injunction, interlocutory or permanent. It is instructive to note that all the above three conditions and stages are to be applied as separate, distinct and logical hurdles which the applicant is expected to surmount sequentially. Consequently, the parties ought to, first, establish a prima facie case. In dealing with the first condition of "prima facie case", the Honorable Court guided by the definition melted down in the case of "MRAO Limited – Versus - First American Bank of Kenya Ltd & 2 others (2003) KLR 125", whereby it stated:-

"So what is a prima facie case, I would say that in civil cases it is a case in which on the material presented to the court a tribunal properly directing itself would conclude that there exists a right which has apparently been infringed by the opposite party as to call for an explanation or rebuttal from the latter"

13. Similarly, under the same breathe, Court in the case of "Mbuthia – Versus - Jimba credit Corporation Limited 988 KLR 1", held that:-

"In an application for interlocutory injunctions, the court is not required to make final findings of contested facts and law and the court should only weigh the relative strength of the party's cases."

14. Additionally, in the case of "Edwin Kamau Muniu – Versus - Barclays Bank of Kenya Limited" the court stated that:-

"In an interlocutory application to determine the very issues which will be canvassed at the trial with finality All the court is entitled at this stage is whether the applicant is entitled to an injunction sought on the usual criteria."

15. With regards to the second limb of the Court of Appeal in "Nguruman Limited (supra)", held that:-

"On the second factor, that the applicant must establish that he "might otherwise" suffer irreparable injury which cannot be adequately remedied by damages in the absence of an injunction, is a threshold requirement and the burden is on the applicant to demonstrate, prima face, the nature and extent of the injury. Speculative injury will not do; there must be more than an unfounded fear or apprehension on the part of the applicant. The equitable remedy of temporary injunction is issued solely to prevent grave and irreparable injury; that is injury that is actual, substantial and demonstrable; injury that cannot "adequately" be compensated by an award of damages. An injury is irreparable where there is no standard by which their amount can be measured with reasonable accuracy or the injury or harm is such a nature that monetary compensation, of whatever amount, will never be adequate remedy."

16. On the second issue whether the Applicant will suffer irreparable harm which cannot be adequately compensated by an award of damages, the Applicants must demonstrate that it is a harm that cannot be quantified in monetary terms or cannot be cured. It is not hidden that the Applicants' property is



at risk. The Applicants were apprehensive that unless this Honourable Courts issues an Order barring the Respondents herein from carting, disposing off and interfering with the suit property then the substratum of the instant suit stand to be defeated. A Court had to ensure justice is seen to be done and the Court processes are not abused. The judicial decision of “Pius Kipchirchir Kogo – Versus - Frank Kimeli Tenai (2018) eKLR” provides an explanation for what is meant by irreparable injury and it states;

“Irreparable injury means that the injury must be one that cannot be adequately compensated for in damages and that the existence of a prima facie case is not itself sufficient. The Applicant should further show that irreparable injury will occur to him if the injunction is not granted and there is no other remedy open to him by which he will protect himself from the consequences of the apprehended injury.”

17. Thirdly, the Applicants have to demonstrate that the balance of convenience tilts in their favour. In the case of “Pius Kipchirchir Kogo (Supra)” which defined the concept of balance of convenience as:-

“The meaning of balance of convenience will favour of the Plaintiff is that if an injunction is not granted and the Suit is ultimately decided in favour of the Plaintiffs, the inconvenience caused to the Plaintiff would be greater than that which would be caused to the Defendants if an injunction is granted but the suit is ultimately dismissed. Although it is called balance of convenience it is really the balance of inconvenience and it is for the Plaintiffs to show that the inconvenience caused to them will be greater than that which may be caused to the Defendants. Inconvenience be equal, it is the Plaintiff who will suffer.

In other words, the Plaintiff has to show that the comparative mischief from the inconvenience which is likely to arise from withholding the injunction will be greater than that which is likely to arise from granting”.

18. Further, in the case of “Paul Gitonga Wanjau – Versus - Gathuthis Tea Factor Company Limited & 2 others (2016) eKLR”, the court dealing with the issue of balance of convenience expressed itself thus:-

“Where any doubt exists as to the Applicants’ right, or if the right is not disputed, but its violation is denied, the court, in determining whether an interlocutory injunction should be granted, takes into consideration the balance of convenience to the parties and the nature of the injury which the Respondent on the other hand, would suffer if the injunction was granted and he should ultimately turn out to be right and that which the Applicant, on the other hand, might sustain if the injunction was refused and he should ultimately turn out to be right... Thus, the court makes a determination as to which party will suffer the greater harm with the outcome of the motion. If Applicant has a strong case on the merits or there is significant irreparable harm, it may influence the balance in favour of granting an injunction. The court will seek to maintain the status quo in determining where the balance of convenience lies.”

19. The decision of “Amir Suleiman – Versus - Amboseli Resort Limited [2004] eKLR” where the learned judge offered further elaboration on what is meant by “balance of convenience” and stated:-

“The court in responding to prayers for interlocutory injunctive reliefs should always opt for the lower rather than the higher risk of injustice.”

20. All said and done, in the instant case, the suit property should be preserved and conserved pending the determination of the Plaintiffs/Applicants’ claim and after hearing the Defendants/Respondents in



their defences. In this case, the balance of convenience tilts in the favour of the Plaintiffs/ Applicants them being currently the legal proprietors of the suit property based on the Copies of the Sale Agreement duly executed between the Plaintiff/Applicant and the 1st Defendant/Respondent and the Certificate of Title Deed to all that parcel of land known as Land reference Number Kwale/ Ng'ombeni/1426" prior to its sub – division annexed hereto and marked as "JN -01, 02 & 03) respectively.

21. Bearing this in mind, I discern that there is a lower risk in granting orders of temporary injunction than not granting them, as I wait to hear the suit on its merits. This is especially so because I have not had opportunity to interrogate all the documents that might be relevant in providing a history and/or chronology of events leading to the claim of the Applicants.
22. On the contrary, if orders of temporary injunction are not granted, the suit property in dispute might be in danger of being dealt in the manner set out in the application and apprehended by the Plaintiff/ Applicant. In view of the foregoing, therefore, I find that the Plaintiff/Applicant has met the criteria for grant of orders of temporary injunction. Hence their dated 13th November, 2024 is meritorious and hereby allows it entirely.

Issue No. b). Whether the parties are entitled to the reliefs sought

23. Under this sub heading, the Honourable Court will endeavour to assess whether the parties herein are entitled to be granted the reliefs they have sought from the filed pleadings. To begin with, The Plaintiff/ Applicants states that it is the registered owner of the suit property herein having purchased the same from the Defendants/Respondents vide a sale agreement duly executed and dated 14th September 2018. The court has had the benefit of perusing a copy of the said title deed being annexure "JN - 02". The court has also had the chance to peruse the copy of title in the Plaintiff/Applicant's name and which was issued on 3rd September 2021 before the subsequent sub - divisions.
24. The court of appeal in "Mrao Limited (Supra) while giving a determination on a prima facie case it stated that:

“in civil cases, it is a case in which, on the material presented to the court a tribunal properly directing itself will conclude that there exists a legal right which has apparently been infringed by the opposite party as to call for an explanation or rebuttal from the latter.”
25. Legally speaking, based on the provision of Sections 24, 25 and 26 (1) of the [Land registration Act](#), no. 3 of 2012. a Certificate of title deed is a conclusive prima facie evidence of ownership of property unless it is challenged on the grounds of having been issued under omission, fraud and/or mistake. The Defendants/Respondents have raised questions of incompleteness of the sale agreement but did not give details about the same. it was further not explained whether the sale had been rescinded and the alleged payment refunded thus terminating the contract between the Plaintiff/Applicant and the 1st Defendant/Respondent. Based on this, I am of the considered view and as held in a myriad of authorities that courts are therefore mandated by statute to consider a title document as prima facie evidence of ownership to land and a conclusive evidence of proprietorship to land that can only be challenged on grounds stipulated under the provision of Section 26 of the [Land Registration Act](#), 2012. With this in mind, I find that the Plaintiff/Applicant has established a prima facie case unlike the Defendants/Respondents who holds no title to the suit property.
26. Secondly, the Plaintiff/Applicant ought to demonstrate that irreparable injury will be occasioned to it if an order of temporary injunction is not granted. As already indicated, the judicial decision of "Pius Kipchirchir Kogo (Supra) provides an explanation for what is meant by irreparable injury. The



Plaintiff/Applicant states that the beaconing of the suit properties was interfered with by the 2nd Defendant/Respondent who claim that the said suit property to be family land having been for their deceased father. According to them, the beacon certificates were not issued and stalled the process. Indeed, that the fence put up to secure the properties has been pulled down and the occupants who are investors through the Plaintiff/Applicant are at the risk of being robbed their property. The Defendants/Respondents on the other hand claims that the titles issued were revoked by the Kadhis court and the property reverted back to its original owner.

27. In my view, from this instant interlocutory application and/or stage is not the right avenue to discuss the issue of jurisdiction of the Kadhis Court to revoke titles. The court will apply itself onto the said legal issue once the relevant pleadings are placed before it and during the main trial of this case. The Defendants/Respondents will also find due recourse with regards to the legality of process revoking the titles if any but as it now stands, it is the party with the title deed to the suit properties that has an upper hand in terms of loss and damage.

28. The court finds that the element of substantial loss has been proved by the Plaintiff/Applicant. I find it necessary to mention that the element of irreparable loss being occasioned to the Plaintiff/Applicant is enhanced by the notion that it is being subjected to sand harvesting which as was stated by the Plaintiff/Applicant diminishes the value of the property in terms of environmental degradation. I do not believe any amount of compensation by damages could restore the land back to its original form. To prevent this, it is necessary for the injunctive orders to be issues at this stage to prevent further loss and damage. I am guided by the holding in “Joseph Siro Mosioma – Versus - Housing Finance Company of Kenya Limited & 3 Others [2008] eKLR”, where it was held that as follows by Warsame J (as he was then):-

“damages is not automatic remedy when deciding whether to grant an injunction or not. Damages is not and cannot be substituted for the loss which is occasioned by a clear breach of the law, in any case, the financial strength of a party is not always a factor to refuse an injunction. More so a party cannot be condemned to take damages in lieu of his crystalized right which can be protected by an order of injunction.”

29. Thirdly, the parties have to demonstrate that the balance of convenience tilts in their favour. For the forgoing reasons, therefore, I am fully satisfied that there is a lower risk in granting orders of temporary injunction in favour of the Plaintiff/Applicant than not granting them, as I wait to hear the suit on its merits. This is especially so because I have not had opportunity to interrogate all the documents that might be relevant in providing a history and/or chronology of events leading to the registration of title in the name of the Plaintiff/Applicant as there is a dispute as to the sale of the land and its completion process thereof which are weighty and triable issues.

Issue No. c) Who will bear the Cost of the application?

30. It is now well established that the issue of Costs is a discretion of the Court. Costs mean the award a party is awarded at the conclusion of a legal action or proceedings in any litigation. The provision of Section 27 (1) of the *Civil Procedure Act*, Cap. 21 holds that costs follow the events. By event it means the results or outcome of the legal action or proceedings. See the decisions of Supreme Court “Jasbir Rai Singh – Versus - Tarchalan Singh” eKLR (2014) and Cecilia Karuru Ngayo – Versus – Barclays Bank of Kenya Limited, eKLR (2014)”.

31. In the case of “Hussein Muhumed Sirat – Versus - Attorney General & Another [2017] eKLR”, the court stated that costs follow the event as a well-established legal principle, and the successful party is entitled to costs unless there are other exceptional circumstances.



32. In the instant case, I hold that the Plaintiff/Applicant has successfully established its case and thus are entitled to be awarded the costs of the application.
33. Before penning off, it is instructive to note that, in relation to prayer 5 of the application, the suit is before the right forum. This is in terms of the jurisdiction of the court pursuant to the provisions of Article 162 (2) (b) of the Constitution. Thus, the court will not address itself further on prayer 5 of the application.

VI. Conclusion & Disposition

34. In view of the foregoing, having caused an idepth analysis to the framed issues herein, the Honourable Court based on the principles of Preponderance of Probabilities and the balance of Convenience hold that the Plaintiff/Applicant has met the criteria for grant of orders of temporary injunction as opposed to the Defendants/Respondents herein.
35. For avoidance of doubt, and in order to preserve the suit property awaiting the outcome of the main suit, I do specifically proceed to order as follows: -
 - a. That the Notice of Motion application dated 13th November, 2024 be and is hereby found to be meritorious and thus allowed as prayed.
 - b. That this Honourable Court be pleased to issue a temporary injunction restraining the 1st and 2nd Defendants/Respondents or any person by themselves, their agents and or servants from trespassing, hand harvesting, interfering, occupying, possessing, alienating or in any way dealing howsoever with the Plaintiff/Applicant's and its investors property previously known as title number LR No Kwale/Ngombeni/1426 that has been subdivided into 96 sub parcels being title number LR No Kwale/Ngombeni/3264-3358[hereinafter referred to as the suit property] pending hearing and determination of this suit.
 - c. That the OCS Kwale Police Station directed to ensure that there is compliance with order 1 above.
 - d. That for expediency sake, there be conducted a Pre – Trial Conference 8th December, 2025 in accordance with the provision of Order 11 of the Civil Procedure Rules, 2010. There be a hearing on 14th April, 2026 preferably through physical means.
 - e. That the costs of the application to be awarded to Plaintiff/Applicant to be bornane by the Defendants/Respondents herein.

It is ordered accordingly.

RULING DELIVERED THROUGH THE MICRO – SOFT TEAMS

VIRTUAL MEANS, SIGNED AND DATED AT KWALE THIS 15TH DAY OF OCTOBER 2025

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**HON. MR. JUSTICE L.L NAIKUNI,
ENVIRONMENT & LAND COURT AT KWALE.**

Ruling delivered in the presence of: -

- a. Mr. Daniel Disii, the Court Assistant.
- b. Mr. Ndegwa Advocate for the Plaintiff/Applicant.



c. No appearance for the Defendants/Respondents.

