



Chepkirwok v Longok (Sued as the legal representative of David Ewoi - Deceased) (Environment and Land Case 180 of 2013) [2025] KEELC 7996 (KLR) (19 November 2025) (Ruling)

Neutral citation: [2025] KEELC 7996 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KITALE
ENVIRONMENT AND LAND CASE 180 OF 2013
CK NZILI, J
NOVEMBER 19, 2025**

BETWEEN

BENJAMIN CHEPKIRWOK PLAINTIFF

AND

JOSEPHINE LONGOK DEFENDANT

SUED AS THE LEGAL REPRESENTATIVE OF DAVID EWOI - DECEASED

RULING

1. Through an application dated 18/8/2025, the applicant is seeking the court to order the respondent to execute the documents for the transfer of one (1) acre of land that was by consent of parties surveyed and hived of Title No. Trans-Nzoia/Kaisagat Makhonge Block 7/Ainasit/4 (the suit parcel), and which has been in his occupation, in default, the Deputy Registrar to execute the same.
2. The applicant contends that the respondent, without any justification, has failed to transfer the portion from the suit parcel to her name, despite the consent dated 15/3/2017, followed by survey works done and a report dated 16/4/2017, prepared by the county surveyor, annexed as JL 1 and 2, respectively.
3. The applicant avers that despite the conclusion on 27/2/2020 vide the consent order of 15/3/2017, which the plaintiff has declined to implement, the same 8 years down the line.
4. The consent recorded before the court required the surveyor to hive off the portion, an exercise which was to be conducted within 30 days. Both parties were to share the survey fees.
5. Edward Acholla -vs- Sogea Satom Kenya Branch & 2 others Cause No. 1518 of 2013; [2014] eKLR, the court held that a consent becomes a judgment or order of the court once adopted as such. A consent once recorded becomes a court order with contractual effect. It can only be set aside on grounds which would justify the setting aside of a contract. In Star Paper Mill Ltd & another -vs- Bashiru Adetunji & others, Suit No. SC 292/2002, the Supreme Court of Nigeria observed that a consent is



a contract between the parties whereby rights are created between them in substitution for the order of consideration of the abandonment of the claim or claims pending before the court. A judgment by consent is intended to end litigation.

6. In *James Kanyiita Nderitu & Hellen Njeri Nderitu -vs- Marios Philotas Ghikas & Mohammed Swaleh Athman* (2016) KECA 470 (KLR), the court held that a consent judgment or order can only be set aside on the same grounds as would justify the setting aside of a contract, for example, on grounds of fraud, mistake, or misrepresentation.
7. In this application, the applicant is asking the court to enforce the consent order. The respondent has not replied to the application and explained why he has not complied with the terms and conditions thereof. In the interest of justice, I allow the application by issuing a Notice to Show Cause against the respondent to appear before the Deputy Registrar of the court and explain why action should not be taken against him for disobeying the consent order.
8. Notice to Show Cause on 11/12/2025.

RULING DATED, SIGNED, AND DELIVERED VIA MICROSOFT TEAMS/OPEN COURT AT KITALE ON THIS 19TH DAY OF NOVEMBER 2025.

In the presence of:

Court Assistant – Dennis

Ingosi for defendant/applicant present

Wanyonyi for respondent absent

HON. C.K. NZILI

JUDGE, ELC KITALE.

