



REPUBLIC OF KENYA
ENVIRONMENT AND LAND COURT AT THIKA
ELC CASE NO. 208 OF 2017

HANNAH WANJIRU NYONGO.....1ST
PLAINTIFF

SAMUEL KAGICA NYONGO.....2ND
PLAINTIFF

MONICAH MURUGI NYONGO.....3RD
PLAINTIFF

VERSUS

FRANCIS NGAMAU WANYUGI.....1ST
DEFENDANT

**THE TRUSTEES OF URUMWE WA AKOMBORI SELF
HELP GROUP**

(MARTINE THUMBI MUCHAI,

PHILIP WACHIRA NGATIA AND

MUCHIRI KANYAGIA BOITHI).....2ND
DEFENDANT

JUDGMENT

- 1) By a Plaint dated 23/03/2017 the Plaintiffs herein sued the Defendants jointly and severally seeking for the following orders:

- a) A declaratory order to the effect that the parcel of land originally known as LR No. Juja Block 1/1100 is the bona fide property of the estate of the late Stephen Nyongo.
 - b) An order revoking all the transactions pertaining to the subject parcel of land culminating in the subdivision of the same and issuance of title deeds to the 1st Defendant (Juja/Juja East Block 1/1716) and to the 2nd Defendant.
 - c) Costs of this suit.
 - d) *Any other or such further relief as this Honorable Court may deem fit to grant in the circumstances.*
- 2) The Plaintiffs filed an application for injunction contemporaneously with the Plaint which was heard and orders granted as the Plaintiffs had established a prima facie case with a probability of success. The 1st Defendant filed a Statement of Defense dated 10/05/2017 and denied in toto all the averments in the Plaint and contends that the 1st Defendant is the lawful and registered owner of the suit land and is in occupation of the suit property since purchasing it in 1990,
- 3) The 1st Defendant denies that the suit property has at any time belonged to the alleged Estate of Steven Nyongo Mutinda (deceased) and that the 1st Defendant bought the suit property from the then registered owner one Isaac Karuri Nyongo (deceased) in 1990.

- 4) The 1st Defendant has prayed for the suit to be dismissed with costs.
- 5) Despite all the parties having been served, the 2nd Defendant never filed any documents in response.

Plaintiffs' Case

- 6) The Plaintiff adopted her witness statement dated 6/4/2022 as her evidence in chief.
- 7) In cross-examination she stated that Isaac Karuri Nyongo is her husband and that Stephen Nyongo Mutinda is her father-in-law. At paragraph 5 of her witness statement, she stated that her father-in-law wanted to give out some land but he died before doing so, the intended transfer was not done.
- 8) She stated that she was given the land with her husband but she has never lived on the land but she has been cultivating it. She testified that she did not know if the land was transferred to her husband. That when her husband died, she went to the Company to try to transfer the land to her name. That she learned at the Kiganjo Company that the land had been transferred to her husband's name.
- 9) She told the Court that her husband died in 2007 and that if any land was sold before 2007 it would have been done when her husband was alive.
- 10) Upon re-examination she stated that upon the death of her grandfather, his estate was succeeded and that the suit land was part of the estate of her father-in-law. She told the

Court that currently the land has been given to three wives who were married to her father-in-law.

- 11) She inferred that the land was sold whilst the succession proceedings were not completed therefore the sale was illegal because she did not know about it and succession proceedings were pending in **HCCC No. 1047 of 1987 Nairobi - Estate of Stephen Nyongo Mutinda**. According to her, the land belongs to the estate of her father-in-law and it should be administered as per the succession of the estate.
- 12) **PW2 - Samuel Kagica Nyongo** told the Court that he is a farmer and he adopted his witness statement dated 6/04/2022 as his evidence in chief. He also produced his List of Documents dated 23/02/2017 and a second List of Documents dated 6/04/2022 as Exhibits.
- 13) In cross-examination he stated that it is not true that the suit property was given to him by his father but that he came to know about the suit property in 2007. He also denied having stated that the suit property was to be taken by Anna Gathoni who is Isaac's wife as a potential beneficiary and that she was finally issued with a Share Certificate. According to him, Anna got the suit property from his father and not from her husband - Isaac.
- 14) He further testified that the letter at page 36 indicate that the share of Isaac was inherited by his son Isaac Karuri Nyongo from Kiganjo Location Ranching Ltd but he clarified

that this is however not true and he would like it expunged from the Court record.

- 15) He stated that there is a transfer of land referred to at page 25 - 26 of the Trial Bundle of the Plaintiff to Isaac Karuri Nyong'o dated 2/11/1989 (these documents are missing from the bundle) but again these documents are erroneous, because no administration did any transfers.
- 16) There is also the Green Card at page 24 (missing) showing Isaac Karuri Nyong'o is the 1st registration however even this entry in the Green Card is erroneous, since the documents show the date of 7/7/1990 as the date of the Green Card.
- 17) At page 37-38 of the bundle there is a Sale Agreement dated 13/03/1991 and this shows there was already a title with Isaac Nyong'o but this was not a valid title. Also at page 21 there is a transfer to Francis Ngamau Wanyugi which was done after the **Civil Case No. 313 of 1991** was concluded.
- 18) He stated that Isaac died in 2007 so he was alive when the transfer happened and according to PW 2, he never sued Isaac concerning the property. He also told the Court that at page 39 there is a Confirmation of Grant but the suit property is not named in the Confirmation of Grant although there was an error, they did not file any documents to show that this was an error. It is only the Company mentioned in the Grant. The suit property was an asset of the late Stephen

Nyongo Mutinda but it is not identified in the alleged Certificate of Grant.

- 19) Therefore, according to PW2, the Agreement for him depicts that Francis bought the suit property illegally because administrators never sold the said suit property to him. That Isaac got title in 1990 and he entered into the agreement for sale in 1991 and so Francis Ngamau bought the land from a non-existing owner.
- 20) On re-examination, he testified that the suit property belonged to the late Stephen Nyongo. That when Mr. Isaac died it is the testimony of PW2 that they gave the widow land to be cultivating and so all these documents that we brought is not to support the claim that Isaac Kamau had the shamba but to show the cheating.
- 21) He told the Court that their father died in 1986 and the Grant was issued in 2006 and it was subsequently rectified in October 2016. Karori sold the shamba illegally. There is nowhere showing that the wife of the late Karori got the shamba legally. That his own documents show what happened and they document the history of the suit property. Further that the suit property should have been distributed to the three wives of the deceased.
- 22) At this point, the Plaintiff made an application for adjournment so that he can call a witness from DCI which was strenuously opposed by the Defendant's Counsel. The Counsel argued that the alleged witness had not filed any

witness statement that they were coming to produce. She also stated that this is a 2017 matter and that the Plaintiff made a similar application on 3/05/2023 when the hearing was adjourned so she opposed the application.

23) The Court declined to grant the application for adjournment and the Plaintiff proceeded and closed their case.

Defendant's Case

24) **DW1 - Francis Ngamau Wanyugi** adopted his witness statement and he informed the Court that he stays in Kiambu and that he wished to have his witness statement dated 4/05/2022 to be adopted as his evidence in chief. He also asked the Court to adopt his List of Documents of even date as his exhibits.

25) When he was cross-examined on his witness statement, he told the Court that he bought the suit property from Isaac Nyongo and that he conducted a search and he saw that the suit property belonged to Karori (Karuri). That he also noted that Mr Karuri was involved in a Civil case where he defended himself.

26) It was his testimony that the suit property never belonged to the late Stephen Nyong'o because according to him he did an official search and that the results showed that the land belonged to Karuri Isaac Nyongo.

27) **DW2 - Bernard Gakuro Itwika** was sworn and he told the Court that he is a retired banker and that he lived in

Kiambu. He adopted his witness statement dated 04/05/2022 as his evidence in chief. Upon being cross-examined he told the Court that he was not a party in the Sale Agreement and neither was he a witness to the agreement. He stated that he had not signed nor witnessed the Sale Agreement and that he was a silent partner.

28) When his Counsel re-examined him, he stated that they co-owned the motor-vehicle that was exchanged in place for the land and that is why he testified being a silent partner.

29) With that the Counsel for the defence Ms Mugo closed the Defendant's case.

30) The Court issued directions on filing of submissions which each party did. I have considered the same in writing this judgment.

Analysis And Determination

31) The Plaintiffs filed this case as administrators of the estate of Stephen Nyongo Mutinda (deceased) vide the Certificate of Confirmation of Grant dated 3/02/2006 amended on 10/10/2016. They claimed that the 1st Defendant fraudulently registered the suit land in his name. That this was done by the Executive Officer, Kiambu Law Courts on 6th August 1992 long before the issuance of the Certificate of Confirmation of Grant.

32) That through a search the Plaintiffs discovered that the 1st Defendant had even subdivided the said suit property into two portions namely Juja/Juja East Block 1/1716 and 1717

where the former is registered in the name of the 1st Defendant and the later in the names of the Trustees of URUMWE WA AKOMBORI SELF HELP GROUP namely Martine Thumbi Muchai, Philip Wachira Ngatia and Muchiri Kanyagia Boithi (2nd Defendant).

33) The Plaintiffs deny ever subdividing the suit property. The evidence is as enumerated above. I find that the issues for determination in this matter is as follows:

- i. Whether the deceased was the lawful proprietor of the suit property,
- ii. Whether the 1st Defendant is the rightful owner of the suit land,
- iii. Whether the 1st Defendant was a Bonafide purchaser for value and acquired the suit land without fraudulent and, lastly
- iv. Whether the Plaintiff is entitled to the orders sought.

34) The Plaintiff filed this case contemporaneously with an application for injunction against the Defendants which was heard and allowed on the ground that the Plaintiffs had proved that they had a prima facie case against the Defendants.

35) The main issue for determination is whether the 1st Defendant fraudulently acquired the suit land and registered in his name. Once this is established then the other issues fall in place. From the evidence and documentation produced on record and the various

processes that this dispute has been subjected to; it is evident that there was some lapse somewhere.

36) The Plaintiffs led evidence to show how their father died on 9/07/1986 and that there is no evidence to show that the late Stephen Nyongo Mutinda who died intestate had bequeathed the subject parcel of land to his son Isaac Karuri.

37) Evidence was further led to show that the subject property which was acquired from Kiganjo Ranching Company through Share Certificate No. 1125 was bought by the late Stephen Nyongo who intended to bequeath to his son Isaac Karuri Nyongo but he died before doing so in 2007. As a result, the widow of the late Issac Karuri, Annah Gathoni Karuri was allowed to cultivate the parcel as she awaited formal transfer once the Grant was issued.

38) When the Company, Kiganjo Rancing Company was informed that Anna Gathoni Karuri would be the potential beneficiary, she was issued with a Share Certificate number 1125 dated 5/03/2009 after making the requisite payments and the Company wrote vide a letter dated 14/03/2015 to their Counsel **Gichimu Mung'ata Advocates** informing them that as at the date of the said letter the suit property belonged to Annah Gathoni Karuri as per the Company's records.

39) The Plaintiffs testified that when they learnt of the fraudulent acquisition, they reported the matter to the Directorate of Criminal Investigations (DCI) and they even

had listed one Inspector Kennedy Lubembe as witness who carried out investigations although he did not attend Court to give his evidence.

40) The Plaintiffs contend that the transfer by the Executive Officer Kiambu Law Courts to the 1st Defendant is intermeddling with the estate of the deceased. The documents and evidence adduced point to one thing that the 1st Defendant did not acquire the land procedurally. The 1st Defendant produced a Sale Agreement and a Transfer Form signed by the Executive Officer Kiambu Law Courts transferring the land to himself.

41) However, for this nature of sale of land it is trite that the vendor should have produced the following documents for the transaction to be considered valid;

- i. **Original Title Deed or a certified copy:** As conclusive proof of ownership by the seller.
- ii. **Land Control Board (LCB) Consent:** This being Agricultural land transactions required mandatory consent from the local Land Control Board to be valid, as stipulated by the Land Control Act (Cap 302).
- iii. **Executed Transfer Form/Instrument:** A formal document (often in triplicate) signed by both the seller and the buyer to legally effect the change of ownership. I note that there is a transfer form signed by the Executive Officer of Kiambu Law Courts but it is critical

that we also have a transfer instrument executed from the purchaser to the buyer.

- iv. **Stamp Duty Payment Receipt:** Proof of payment of stamp duty, a government tax on the transaction, assessed as a percentage of the land's value (typically 2% for rural land and 4% for urban land in some cases).
- v. **Valuation Report:** A government valuation of the land was conducted to determine the correct amount of stamp duty payable.

42) In the post 1991 legal era the buyer and purchaser would have been required to have additional documents filed such as:

- i. **Identification Documents:** Copies of National Identity Cards (or passports for foreigners) for both parties to verify their identities.
- ii. **Passport Photos:** Usually two or more recent passport-sized photos of both the buyer and the seller were required for official records.
- iii. **KRA PIN Certificates:** While not explicitly mentioned in some historical accounts, a KRA (Kenya Revenue Authority) Personal Identification Number certificate was required for tax purposes, particularly for stamp duty assessment.

43) Once all these documents were gathered and verified, they were submitted to the relevant Land Registry for the

registration of the transfer and the issuance of a new title deed in the buyer's name.

- 44) I have scrutinized the documents filed in Court by the 1st Defendant and noted that they are not in existence.
- 45) The alleged acquisition of the suit property by the late Karuri and registration in his name on 22/02/1990 is not supported by any documentation. If indeed he inherited his father's share from the Kiganjo Location Ranching Company, then it is prudent that the suit property should have gone through a succession process.
- 46) Section 26 of the Land Registration Act provides for indefeasibility of title and protection of title holders but it also provides for impeachment of titles that have been procured fraudulently, by mistake or by misrepresentation. The Section provides as follows :-

“26. (1) The certificate of title issued by the Registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all Courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge, except—

(a) on the ground of fraud or misrepresentation to which the person is proved to be a party; or

(b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.

(2) A certified copy of any registered instrument, signed by the Registrar and sealed with the Seal of the Registrar, shall be received in evidence in the same manner as the original."

47) This Section has brought a sigh of relief to most litigants who can prove that their land was fraudulently transferred. The process of acquisition of a title is very important to prove that all due processes and procedures were followed without short cuts and impunity. The reforms of the Land Laws have brought changes to protect the genuine land owners who were affected by fraudulent land transactions. The doctrine of indefeasibility of title and first registration could not be challenged even where there was evidence of fraud as the parties knew that the law would be on their side.

48) The Courts have held previously that where a person intends to challenge a title on the grounds of fraud then he or she must prove that the person was involved in the fraudulent transaction. I have also held that where a title has been acquired illegally and unprocedurally or through a

corrupt scheme the party need not prove that the party was part of the scheme.

- 49) I do hold the view that in order for the Environment and Land Court to stem fraudulent land transactions which have been rampant in our Land Registries, once it is established that there were unprocedural dealings and processes in the acquisition of the title which belonged to a party who is entitled to the land then there would be no need to establish that the party colluded or was a party to the illegality.
- 50) In the instant case, it is glaring clear that indeed the owner of the suit property was long dead and that means that the process of succession had to be undertaken for anyone to claim to have acquired their land. In the event that any one of the sons had been bequeathed the suit property as a gift then again, the requisite documents need to be filed. This being an agricultural land the Land Control Board consent is key. How could the land change hands without this crucial document? Further how much stamp duty was paid and where did the parties place the receipts because they were not produced in Court
- 51) I do not want to challenge the finding of the Kiambu Chief Magistrate's Court because it is not before me on appeal. But I would want to point out that the Chief Magistrate should not have been quick to grant the prayer for signing the transfer documents.

52) In the case of **Elijah Makeri Nyangwara vs Stephen Mungai Njuguna & Another, Eldoret ELC Case No. 609 B of 2012** Munyao J stated as follows :-

"... it needs to be appreciated that for Section 26(1) (b) to be operative, it is not necessary that the title holder be a party to the vitiating factors noted therein which are that the title was obtained illegally, unprocedurally or through a corrupt scheme. The heavy import of Section 26 (1) (b) is to remove protection from an innocent purchaser or innocent title holder. It means that the title of an innocent person is impeachable so long as that title was obtained illegally, unprocedurally or through a corrupt scheme. The title holder need not have contributed to these vitiating factors. The purpose of Section 26 (1) (b) in my view is to protect the real title holders from being deprived of their titles by subsequent transactions."

53) I also subscribe to the same school of thought that when we are glaring at a fraudulent transaction or one that is tainted with illegality, we must stand up to be counted to do justice. I hope that one day we shall see an end to these fraudulent processes engaged in by Kenyans who want to own land by force, by fire.

54) I am aware that the Ministry of Lands with support from agencies like Food and Agricultural Organization are initiating new technologies to put in place like the blockchain technology that records details of every transaction into a digital ledger which cannot be deleted or manipulated. This technology seeks to address double selling of land, corruption by middlemen and proper record keeping in the Lands Registry. This will help us address the rampant fraud which has been the norm in the Land Registries all over the country and Kenyans will finally get to breathe a sigh of relief from the unscrupulous insiders and outsiders.

55) I now turn to the question whether the 1st Respondent is an innocent purchaser for value without notice. The Black's law Dictionary, 10th Edition defines a "bona fide purchaser" as one who buys something for value without notice of another's claim to the property and without actual or constructive notice of any defects in or infirmities, claims or equities against the seller's title; one who has in good faith paid valuable consideration for property without notice of prior adverse claims.

56) The Court of Appeal in **Lawrence P. Mukiri v Attorney General & 4 Others [2013] eKLR** defined a bona fide purchaser as a person who honestly intends to purchase the property offered for sale and does not intend to acquire it wrongly. Also, in **Arthi Highway Developers Limited vs West End Butchery Limited & 6 Others**

[2015] eKLR cited the **Uganda Court of Appeal decision in Katende v Haridar & Company Ltd**, which defined a bona fide purchaser for value inter alia:

“A bona fide purchaser for value is a person who honestly intends to purchase the property offered for sale and does not intend to acquire it wrongly. For a purchaser to successfully rely on the bona fide doctrine, he must prove the following:

- 1. he holds a certificate of Title***
- 2. he purchased the Property in good faith;***
- 3. he has no knowledge of the fraud;***
- 4. he purchased for valuable consideration;***
- 5. the vendors had apparent valid title;***
- 6. he purchased without notice of any fraud;***
- 7. he was not party to any fraud.***

b. A bona fide purchase of a legal estate without notice has absolute unqualified and answerable defence against claim of any prior equitable owner.”

- 57) To be considered a bona fide purchaser for value, one must prove; that they acquired a valid and legal title, secondly, that they carried out the necessary due diligence to determine the lawful owner from whom they acquired a legitimate title and thirdly, that they paid valuable consideration for the purchase of the suit property. (See

Samuel Kamere v Lands Registrar, Kajiado [2015] eKLR). However, the protection offered to a bona fide purchaser for value without notice does not apply where the title to the property was obtained irregularly or illegally. As was held by the Supreme Court in **Dina Management v County Government of Mombasa & 5 Others [2023] KESC 30 (KLR)**, a title document can be invalidated if it is proven that the initial allocation process was illegal or unprocedural.

58) Therefore, a title document is not sufficient proof of ownership of property where the origin of that title has been challenged. The holder of the title document must go beyond the instrument itself and show that the process of acquisition from inception was both legal and procedural, and that he qualifies as a bona fide purchaser for value. The onus is on the purchaser to carry out the necessary due diligence before purchasing property to establish whether there is good title to pass by looking into the root of the title. (See this Court's decision in **Galaxy Realtors Limited v Kenya Forest Service [2024] eKLR**). As the decisions cited above suggest, a purchaser has a duty to conduct due diligence to establish the root of the title in order to fit within the definition of a bona fide purchaser. As was stated by this Court in **Said v Shume & 2 Others (Civil Appeal E050 of 2023) [2024] KECA 866 (KLR) (26 July 2024) (Judgment)**:

“... Lands are not vegetables which are bought from unknown sellers. Lands are very valuable properties and buyers are expected to make thorough investigations not only on land but also of the owner before the purchase.” And as in the Supreme Court decision in Dina Management Limited vs County Government of Mombasa (supra), the Court went on to hold that, once the root of the title has been challenged, a party cannot derive benefit from the doctrine of bona fide purchaser.’

- 59) The documents produced by the 1st Defendant could not support his claim to the suit property. His evidence together with that of the DW2 who purportedly testified to knowing nothing and summed his participation in the whole process as “silent partner” is laughable. I wondered listening to him what his role was in even coming to Court because he behaved like the proverbial monkeys of see no evil, hear no evil, touch no evil. He said he was just a “silent partner.” His testimony to say the lease was of no probative value.
- 60) In the case of **Arthi Highway Developers Limited vs West End Butchery Limited & 6 Others, Court of Appeal at Nairobi, Civil Appeal No. 246 of 2013 (2015) eKLR** the Court of Appeal upheld a decision of the Nairobi Environment and Land Court which had cancelled all titles and ordered the land to revert back to the original owner due

to fraudulent transactions. A Court would not hesitate to cancel titles if it is established that they were illegally or fraudulently acquired.

61) The 1st Defendant cannot benefit from a dirty transaction reeking of illegality. Section 45 of the Law of Succession Act of Kenya strictly prohibits "**intermeddling**" with the property of a deceased person.

62) The Section essentially states that no individual, unless explicitly authorized by the Act, other written law, or a Court-issued Grant of representation (Probate or Letters of Administration), is allowed to take possession of, dispose of, or in any other way deal with the deceased person's assets.

63) In the instant case the owner of JUJA/JUJA East Block 1/1100 was long deceased. The Confirmation of Grant was issued on 3/02/2006 for the first time. So, it is not possible that the 1st Defendant got a clean title.

64) The Court of Appeal in the case of **Elizabeth Wanjiru Githinji & 29 Others v Kenya Urban Roads Authority [2019] eKLR**, held as follows:

"... it is not sufficient for the appellants to wave an RLA or RTA title and assert indefeasibility. If a mistake is proved or total failure of consideration or other vitiating constitutional or statutory factors, an RLA or RTA title is defeasible."

65) The same Court in **Munyu Maina v Hiram Gathiha Maina (Civil Appeal 239 of 2009) [2013] KECA 94**

(KLR) (10 December 2013) (Judgment), stated as hereunder;

“We state that when a registered proprietor’s root of title is under challenge, it is not sufficient to dangle the instrument of title as proof of ownership. It is this instrument of title that is in challenge and the registered proprietor must go beyond the instrument and prove the legality of how he acquired the title and show that the acquisition was legal, formal and free from any encumbrances including any and all interests which need not be noted on the register. It is our considered view that the Respondent did not go this extra mile that is required of him and no evidence was led to rebut the appellant’s testimony.”

66) In **Henry Muthee Kathurima v Commissioner of Lands & Ano. [2015] eKLR** while holding the doctrine of indefeasibility of title has limitations where it is shown a title was procured fraudulently or unprocedurally, the Court of Appeal stated thus:

“... We have considered the provisions of Section 26 of the Land Registration Act in light of the provisions of Article 40(6) of the Constitution and it is our considered view that the concept of indefeasibility of title is subject to Article 40(6)

of the Constitution. Guided by the provisions of Article 40(6) of the Constitution, we hold that the concept of indefeasibility or conclusive nature of title is inapplicable to the extent that title to the property was unlawfully acquired ...”

67) The Court is empowered under Section 80 of the Land Registration Act to rectify or cancel titles. It provides as follows:

“80. (1) Subject to subsection (2), the Court may order the rectification of the register by directing that any registration be cancelled or amended if it is satisfied that any registration was obtained, made or omitted by fraud or mistake.

(2) The register shall not be rectified to affect the title of a proprietor who is in possession and had acquired the land, lease or charge for valuable consideration, unless the proprietor had knowledge of the omission, fraud or mistake in consequence of which the rectification is sought, or caused such omission, fraud or mistake or substantially contributed to it by any act, neglect or default.”

68) Having provided the analysis hereabove and relying on the precedents quoted herein, I find that this is a clear case where the Court must find that the 1st Defendant obtained

the title to the suit land illegally and therefore the title must be cancelled.

69) I have considered the pleadings, the evidence on record, submissions by Counsel and the relevant authorities and come to the conclusion that the Plaintiffs have proved their case against the Defendants on a balance of probabilities and make the following orders:

a) A declaratory order is hereby issued that the parcel of land originally known as LR No. Juja Block 1/1100 is the bona fide property of the Estate of the late Stephen Nyongo.

b) An order is hereby issued revoking all the transactions pertaining to the subject parcel of land culminating in the subdivision of the same and issuance of title deeds to the 1st Defendant (Juja/Juja East Block 1/1716) and to the 2nd Defendant.

c) Costs of this suit are awarded to the Plaintiffs to be paid by the 1st and 2nd Defendants.

Orders accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY AT THIKA THIS 17TH DAY OF NOVEMBER, 2025 VIA MICROSOFT TEAMS.

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**MOGENI J
JUDGE**

In the presence of:

Ms. Wanjiku Mwaura for the 1st, 2nd and 3rd Plaintiffs

Ms. Mugo holding brief for Mr. Kagiri for the 1st Defendant

2nd Defendant – Absent

Mr. Melita – Court Assistant

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**MOGENI J
JUDGE**