



**Odindo v First Riverside Acres Limited; Chief Land Registrar (Interested Party) (Environment and Land Case E332 of 2024) [2025] KEELC 7628 (KLR) (5 November 2025) (Judgment)**

Neutral citation: [2025] KEELC 7628 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT AND LAND CASE E332 OF 2024  
CA OCHIENG, J  
NOVEMBER 5, 2025**

**BETWEEN**

**ANTONINA ODINDO ..... PLAINTIFF**

**AND**

**FIRST RIVERSIDE ACRES LIMITED ..... DEFENDANT**

**AND**

**THE CHIEF LAND REGISTRAR ..... INTERESTED PARTY**

**JUDGMENT**

1. The Plaintiff commenced this suit by a plaint dated 7<sup>th</sup> August 2024. Her case is that she purchased a property known as Apartment No. A4 on LR No. 4275/64 First Riverside Acres, for Kshs.15,000,000/= from the Defendant, which she paid in full but the Defendant has refused to register the relevant sublease in her favour. She seeks the following Orders:
  - a. That an order of specific performance be made directing the Defendant to immediately prepare, execute and register a sublease in favour of the Plaintiff for Apartment No. 4 of LR 4275/64, First Riverside Acres or whichever other name the property is known by after conversion process and avail all registration documents to the Plaintiff.
  - b. That in the alternative to prayer (a) above, the Chief Land Registrar, Nairobi to proceed to prepare, execute and register the sublease in favour of the Plaintiff for Apartment No. 4 of LR 4275/64, First Riverside Acres or whichever other name the property is known by after conversion process and avail all registration documents to the Plaintiff.
  - c. That the Defendant, its agents, representatives, assigns or any other person acting under their instructions be barred through an injunction from interfering in whatever manner with the Plaintiff's ownership, occupation and possession of the Plaintiff's property known as



Apartment No. 4 of LR 4275/64, First Riverside Acres or whichever other name the property is known following the conversion process.

- d. That costs of this suit be borne by the Defendant.
  - e. Any other relief that this Honourable Court may deem fit and just to grant.
2. Despite being served, the Defendant and the Interested party did not participate in the suit.

### **Evidence of the Plaintiff**

3. The Plaintiff testified as PW1. She confirmed that on 16<sup>th</sup> December 2016, she entered into a contract for sale of Apartment No. 4 of LR 4275/64 with the Defendant, of which she paid the total purchase price of Kshs.15 million, which the Defendant duly acknowledged. Subsequently, she duly remitted all the required documents for processing of a sublease in her favour but the Defendant has failed to register the same.
4. She produced various documents which included copy of the agreement for sale between Defendant and herself; copy of confirmation of receipt of ksh.15 million by the Defendant, copy of email correspondences, and copies of completion documents as her exhibits.

### **Submissions**

5. The Plaintiff submitted that she is deserving of this Court's discretion for an order of specific performance, having established that she entered into a sale agreement dated 16<sup>th</sup> December 2016 with the Defendant, which was duly executed and having preformed her part, the Defendant is bound to perform its obligations.
6. She contended that a party cannot escape from a contract they fully executed unless there are proven vitiating factors and since there are none, nothing prevents the Defendant from effecting registration. Further, that the Defendant is unlawfully denying her, her rights to property as envisaged under Article 40 of *the Constitution*. She further submitted that the sale agreement was not breached in such a way that renders performance untenable as the only remaining part is the registration of a sub - lease in her favour. Further, that she has met the threshold for grant of a permanent injunction.
7. To buttress her averments, she relied on the following decisions: National Bank of Kenya Ltd v Pipeplastic Samkolit (k) Ltd & another [2001] eKLR, Amina Abdulkadir Hawa v Rebinder Nath & another [2012] eKLR and Reliable Electrical Engineers (k) Ltd v Mantrac Kenya Limited [2006] KEHC 2855(KLR).

### **Analysis and Determination**

8. Upon consideration of the Plaint, testimony of the witness, exhibits and submissions, the following issues for determination: Whether the Plaintiff has made a case for an order of specific performance against the Defendant, compelling it to register a sub- lease in her favour for Apartment No. 4 on LR 4275/64 and in the alternative the Interested party to do so. Whether the Defendant should be permanently restrained from interfering with Apartment No. 4 on LR 4275/64.
9. The Plaintiff as PW1 testified that she entered into a Sale Agreement dated the 16<sup>th</sup> December 2016, between the Defendant and herself for the purchase of Apartment No. 4 on LR 4275/64. She confirmed paying the full purchase price of Kshs. 15 million, which was acknowledged by the Defendant, that has declined to register a sublease in her favour.



10. The Defendant and Interested Party despite being duly served failed to enter appearance and defend the suit, hence the Plaintiff's claim remains uncontroverted.
11. On validity of contract, the Court of Appeal in the case of William Muthee Muthami v Bank of Baroda [2014] eKLR held that:

“In the law of contract, the aggrieved party to an agreement must, in addition, prove that there was offer, acceptance and consideration. It is only when those three elements are available that an innocent party can bring a claim against the party in breach.”
12. In the case of William Kazungu Karisa v Cosmas Angore Chanzero [2006] eKLR, the Court held that:

“The basic rule of the law of contract is that the parties must perform their respective obligation in accordance with the terms of the contract executed by them”
13. While in Thrift Homes Limited v Kenya Investments Limited [2015] eKLR cited with approval in the case of Benard Ng'ang'a Ndirangu vs Samuel Wainaina Tiras [2019] eKLR the Court stated that:

“The remedy of specific performance like any other equitable remedy is discretionary. Second, the jurisdiction to grant the relief of specific performance is based on the existence of a valid enforceable contract. Third, specific performance will not be ordered if the contract suffers from some defect such as mistake or illegality or if there is an alternative effective remedy.”
14. From perusal of the exhibits, I note the Plaintiff indeed entered into a Sale Agreement, which was duly executed by the Defendant. Further, the Plaintiff indeed paid the full purchase price which was duly acknowledged by the Defendant as per the document dated the 6<sup>th</sup> December, 2017. Further, from the correspondence which were produced as an exhibit, it is evident the Developer was availed to all the requisite documents to effect registration of the sub lease. There is hence no reason why the Defendant has failed to effect registration of the sub lease in the Plaintiff's favour.
15. Based on the facts as presented while associating myself with the decisions quoted, I find that the Plaintiff has indeed made a case for specific performance as there is a duly executed contract. Further, I find that the Plaintiff fulfilled her obligations under the said contract by paying the full purchase price to the Defendant for the purchase of the aforementioned apartment. The Defendant never tendered any evidence to controvert the Plaintiff's averments, nor proffer reasons why it has not registered a sublease.
1. In the foregoing, I find that the Plaintiff has proved her case on a balance of probability and will proceed to enter judgement in her favour in the following terms:
  - i. That an order of specific performance be and is hereby issued directing the Defendant to immediately prepare, execute and register a sublease in favour of the Plaintiff for Apartment No. 4 of LR 4275/64, First Riverside Acres or whichever other name the property is known by after conversion process and avail all registration documents to the Plaintiff, within sixty (60) days from the date hereof.
  - ii. Failure to comply with to prayer (a) above, the Chief Land Registrar, Nairobi is hereby directed to proceed to prepare, execute and register the sublease in favour of the Plaintiff for Apartment No. 4 of LR 4275/64, First Riverside Acres or whichever other name the property is known by after conversion process and avail all registration documents to the Plaintiff.



- iii. That the Defendant, its agents, representatives, assigns or any other person acting under their instructions be and is hereby barred through an injunction from interfering in whatever manner with the Plaintiff's ownership, occupation and possession of the Plaintiff's property known as Apartment No. 4 of LR 4275/64, First Riverside Acres or whichever other name the property is known following the conversion process.
- iv. The Costs of the suit is awarded to the Plaintiff, to be borne by the Defendant.

**DATED SIGNED AND DELIVERED AT NAIROBI THIS 5<sup>TH</sup> DAY OF NOVEMBER, 2025**

**CHRISTINE OCHIENG**

**JUDGE**

In the presence of:

Ms Manyara for Plaintiff

Court Assistant: Joan

