



**Komoni v Mbuvi (Environment and Land Case E045 of 2021)
[2025] KEELC 18386 (KLR) (18 December 2025) (Judgment)**

Neutral citation: [2025] KEELC 18386 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MAKUENI
ENVIRONMENT AND LAND CASE E045 OF 2021
EO OBAGA, J
DECEMBER 18, 2025**

BETWEEN

ISAAC MUSYOKI KOMONI PLAINTIFF

AND

SAMMY KAUMBULU MBUVI DEFENDANT

JUDGMENT

1. By a plaint dated 20th November, 2021, the Plaintiff sought the following reliefs against the Defendant:
 1. An order compelling the Defendant to transfer portion of land purchased by the Plaintiff measuring four (4) acres to be hived from land parcel No. Nzau/Kilili/738 within 30 days of the judgment and in default, the Deputy Registrar of this court to execute the requisite transfer documents.
 2. An order of permanent injunction restraining the Defendant either by himself, his servants and/or agents from interfering in any manner with the Plaintiff's use of his four (4) acres of land comprised in land parcel LR. No. Nzau/Kilili/738.
 3. Costs of this suit together with interest.
 4. Any other order the court may deem just and fit to grant.
2. The Defendant filed a defence to the Plaintiff's claim and raised a counterclaim in which he sought the following reliefs:
 - a. Compensation for damage caused to the Defendant's crops and developments in land parcel number in the sum of Kshs.51,295/=.
 - b. General damages for trespass.



- c. An order of permanent injunction restraining the Plaintiff either by himself, his servants and/ or agents from interfering in any manner with the Defendant's use of his 7.28 Hectares of land comprised in land parcel LR Nzau/Kilili/738.
 - d. Costs of this suit.
 - e. Any other relief that this honourable court may deem fit and just to grant.
3. When the suit came up for hearing on 23rd September, 2025, neither the Defendant nor his advocate were present despite the fact that the hearing date had been taken by consent. The hearing therefore proceeded ex parte.
 4. The Plaintiff testified that on 18th May, 1996, he purchased three (3) acres from the Defendant at a consideration of Kshs.60,000/= . The three acres were comprised in the Defendant's land parcel number Nzau/Kilili/738. On 15th June, 1996, the Plaintiff purchased a further ½ an acre at a consideration of Kshs.10,000/= . Again on 29th August, 1997, he purchased a further ½ an acre at a consideration of Kshs.10,000/= making a total of four (4) acres. The Plaintiff fully paid the purchase price to the Defendant.
 5. The Defendant has now refused to transfer the four (4) acres to him necessitating the filing of this suit. In 2021, the Defendant blocked the access road to his property. The Plaintiff called PW3 Bonface Kyana and PW4 Wambua Muvuuka Nziu who were elders present when the Plaintiff purchased the first three acres as well as the ½ acre. The two confirmed that the Plaintiff paid the entire purchase price.
 6. The Plaintiff called PW2 John Nzioka Masika the chairman of Aanzu Kilo clan who was informed about the differences between the Plaintiff and the Defendant. He went and brought the two together and asked each to produce their documents. The Plaintiff produced all agreements which showed that he had purchased a total of four (4) acres from the Defendant. He ruled that the Plaintiff was entitled to his 4 acres. They planted sisal to mark the boundary of the 4 acres.
 7. I have considered the evidence of the Plaintiff which is not controverted. The Plaintiff produced the three agreements of 18th May, 1996, 15th June, 1996 and 29th August, 1997. The first two agreements were witnessed by PW3 and PW4. It was confirmed that the Plaintiff had cleared all the payments. In the agreement of 29th August, 1997, it was confirmed that the Plaintiff had cleared Kshs.10,000/= being purchase of ½ an acre which made the total of 4 acres.
 8. A copy of official search which was produced confirms that the Defendant owns LR No. Nzau/Kilili/738 measuring 7.28 hectares. A demand letter was also produced as exhibit. I therefore find that the Plaintiff has proved his case on a balance of probabilities. As the Defendant did not adduce any evidence in support of the counterclaim, his counterclaim is dismissed with costs to the Plaintiff. On the other hand I enter judgment for the plaintiff against the Defendant in terms of prayers 1, 2 and 3 of the plaint dated 20th November, 2021.

JUDGMENT DATED, SIGNED AND DELIVERED VIA MICROSOFT TEAMS THIS 18TH DAY OF DECEMBER, 2025.

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HON. E. O. OBAGA

JUDGE

In The Presence Of:

Mr. Munyasya for the Plaintiff



