



**Njoroge & another (Suing as administrators of the Esttae of Ann Mugane Njoroge alias Mugane Njoroge Kungu and Njoroge Kamau) v Kimori & another (Environment and Land Case 650 of 2013) [2025] KEELC 8669 (KLR) (10 December 2025) (Judgment)**

Neutral citation: [2025] KEELC 8669 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT AND LAND CASE 650 OF 2013  
JG KEMEL, J  
DECEMBER 10, 2025**

**BETWEEN**

**JOHN KAMAU NJOROGE ..... 1<sup>ST</sup> PLAINTIFF**

**STEPHEN MUYA NJOROGE ..... 2<sup>ND</sup> PLAINTIFF**

**SUING AS ADMINISTRATORS OF THE ESTTAE OF ANN MUGANE  
NJOROGE ALIAS MUGANE NJOROGE KUNGU AND NJOROGE KAMAU**

**AND**

**MARY NJERI KIMORI ..... 1<sup>ST</sup> DEFENDANT**

**NAIROBI CITY COUNTY ..... 2<sup>ND</sup> DEFENDANT**

**JUDGMENT**

1. The Plaintiffs initiated the suit in 2013 against the Defendants. The Plaintiff was amended on 11/5/2020, whereupon the Plaintiff sought orders as follows;
  - a. A declaration that the late Anne Mugane Njoroge alias Mugane Njoroge and Njoroge Kamau, are the lawful allottees and owners of Plots Numbers 6824/114 and 6824/117 (the suit lands) respectively.
  - b. Plot No 6824/117 be vested and transferred to the administrators of the Estate of Anne Mugane Njoroge alias Mugane Njoroge and Njoroge Kamau
  - c. An order of mandatory injunction directed to the defendants to remove all the structures erected on the suit lands at the defendants' costs.
  - d. That the officer commanding the Local police station where the land is situated, assist in enforcing the court orders that will be granted by the court.



- e. An order of mesne profits to be paid by the 1st Defendant for the years of trespass on the Plaintiffs' land.
  - f. Costs of the suit
  - g. Interest on e) and f) above
2. It is the Plaintiffs' case that the deceased are the legitimate owners of the suit land, having acquired it through their membership in Kamuingi Housing Company Limited [KHCL] in the 1970s.
  3. The Plaintiffs aver that in and around January and May 2013, the 1<sup>st</sup> Defendant unlawfully encroached onto the suit land and commenced construction without the consent and or authority of the Plaintiffs.
  4. They further aver that the 1<sup>st</sup> Defendant unlawfully and illegally allocated the suit premises to the 1<sup>st</sup> Defendant despite the 1<sup>st</sup> Defendant not being the rightful owner of the suit lands.
  5. The acts of the 1<sup>st</sup> Defendant, to wit, trespass and development of the suit lands, have occasioned them loss and damage for which they have urged the court to grant them the relief sought.
  6. The 1<sup>st</sup> Defendant denied the Plaintiff's claims vide her amended statement of defence dated 12/5/21.
  7. The 1<sup>st</sup> Defendant contended that she is the bona fide purchaser of the suit lands, having purchased them variously in 2013 from Kamuingi Housing Company Limited after following due process and sought to put the Plaintiff to strict proof.
  8. The 2<sup>nd</sup> Defendant failed to enter an appearance or file any defence to the Plaintiffs' case.

#### **The Evidence of the Parties.**

9. PW1- Rahel Wanjiru stated that she was a member of KHCL, just like the deceased, who were known to her. That she and the deceased owned land acquired from KHCL on account of their membership.
10. In cross-examination, she stated that they bought the land from KHCL. She stated that she is illiterate and therefore cannot remember all the transaction dates. She said that although her name does not appear in the members register on pages 19-22, she was one of the original shareholders of KCHL. She stated that her name appears on the list on page 31 (the Nairobi City Commission list of landowners). She added that she occupies her land todate.
11. PW2 – Stephen Muya Njoroge introduced himself as one of the administrators of the estate of Anne Mugane Njoroge, deceased. He relied on his witness statement dated 30/5/13 as his evidence in chief and produced documents exhibited in the List of documents dated 30/5/13 and 11/5/20, marked as PEX 1-19 in support of his case.
12. He stated that both his deceased parents were members of KCHL. That they acquired the suit lands vide the sale agreements, which he produced in evidence. That their names appear on the gazette notice on the apportionment of sewer [PEX 7] for the suit lands.
13. He added that all was well until 2019, when he noticed that the deceased's names in the City County rates register had been interfered with, whereupon he protested through a letter dated 31/1/2019 addressed to the Chief Valuer of Nairobi City County .
14. The letter was responded to through another letter dated 28/3/2019, where the County stated that, owing to contradictory information regarding the ownership of the suit lands, it was resolved that the lands be reverted to KHCL as the rateable owner [ for purposes of rates collection] pending resolution of the ownership dispute.



15. On 3/10/23, PW2 was stood down to allow the parties to avail the Ruling in HCCC No 235/2013.
16. After several adjournments, PW2 retook the stand on 2/4/25 and continued his testimony. He stated that the suit lands have not been titled since 1971 when they were allocated to the deceased. He produced the receipts and various documents from pages 34-94 in support of the Plaintiffs' case.
17. When asked about the register of members, he stated that the company maintained the same, and the City County used it to demand rates from landowners. In this regard, he exhibited a rates demand letter in the name of the deceased on page 68 of the trial bundle. He clarified that the County did not allocate the lands but provided services, hence the rates payments.
18. On membership, he produced a list of members of KHCL of 1973, which included the deceased name.
19. DW1 – Mary Njeri Kimori testified and relied on her undated witness statement and produced documents in support of her case marked DEX 1-13.
20. She stated that she purchased the land from KHCL in 2011 and 2013. She became a shareholder of KHCL in 2011. She admitted that, according to the documents produced by the Plaintiffs, the deceased held shares in KHCL as early as 1973.
21. Although she stated that she has paid for rates for the plots, the witness failed to demonstrate any evidence in support. Neither did she produce a development approval for the structures on the land. She admitted that in 1980 she was not a shareholder of KHCL until 2011.
22. DW2- James Githinji Wambugu testified and relied on his undated witness statement on record.
23. He stated that he is a director of KHCL. That said, he did not exhibit any authority from KHCL mandating him to testify on behalf of KHCL.
24. Maintaining that his membership was inherited from his mother, who was an original member, he stated that he was elected as a director in 2011 when the 1<sup>st</sup> Defendant acquired shares and plots in KHCL.
25. Without adducing any evidence, he added that the plaintiffs' sale agreements of 1989 were cancelled on account of default in payment of the suit lands/shares. He admitted that there were no documents to support the 1st Defendant's purchase of shares.
26. DW3 - Bernard Kariuki Mwangi testified and stated that he has been a director of KHCL since 2011. He explained that KHCL allocated the land to its members and the 2nd Defendant had no involvement in the allocation/sale of the suit lands. He also acknowledged that KHCL has not resolved the ownership dispute between the plaintiffs and the 1st Defendant.
27. Without leading any evidence, he stated that the plots which had not been paid for were cancelled and reallocated to new members, as in this case, and members were refunded their initial payments.

### **The written submissions**

28. At the close of the hearing, parties elected to file and exchange written submissions. The Plaintiffs filed submissions dated 1/10/25, while those of the 1<sup>st</sup> Defendant are dated 3/11/25
29. Regarding whether the Plaintiffs are the lawful and bonafide owners of the suit lands, the Plaintiffs answered in the affirmative. That the Plaintiffs entered into valid agreements with KHCL for the purchase of shares and the suit lands, which agreements have not been challenged. It was also submitted that the Plaintiffs paid for the shares and full membership, leading to the allocation of the suit lands



30. Having acquired the lands in 1989, those parcels were not available for sale by KHCL in 2011. KHCL therefore sold nothing to the 1<sup>st</sup> Defendant in 2011. The latter agreements therefore, cannot defeat the prior interests of the Plaintiffs
31. In further submissions, the 1<sup>st</sup> Defendant was faulted for failing to obtain building approvals for the structures on the land.
32. On locus, the 1<sup>st</sup> Defendant submitted that the Plaintiff have no locus to file suit on account that the letters of administration ad litem issued on 23/5/2013 only limited the Plaintiffs to file suit against the 2<sup>nd</sup> Defendant and not the 1<sup>st</sup> Defendant.
33. It was further submitted that the share certificate adduced by the Plaintiffs in evidence does not specify the plot numbers allocated to the Plaintiffs. Similarly, the members' register lacks plot numbers. The Plaintiffs have not provided any evidence that they registered the suit lands in their names, despite the advertisement in 1993 by KHCL calling on members to register their lands in their names to prevent interference. That a mere sale agreement cannot confer an interest/ownership in land rather registration of the land is critical.
34. It was submitted that the sale agreements contain visible alterations and inconsistencies in date and execution, making them inauthentic and unreliable in determining the real question in the dispute. More so, the officials of KHCL support the interests of the 1<sup>st</sup> Defendant.
35. The 1<sup>st</sup> Defendant submitted that they acquired a valid title from KHCL as a bona fide purchaser without notice of any defect in the title. There is no evidence that the 1<sup>st</sup> Defendant was party to any fraud or illegality in the acquisition of the suit lands.

### **Analysis and determination**

36. Having considered the pleadings, the evidence adduced during the hearing, and the rival submissions, the issues for consideration in my view are;
  - a. Whether the Plaintiffs have locus to bring this suit.
  - b. Whether the Plaintiffs have proven ownership of the suit lands
  - c. Whether the 1<sup>st</sup> Defendant is a bona fide purchaser for value
  - d. Whether the Plaintiffs have proven trespass against the 1<sup>st</sup> Defendant
  - e. Whether the Plaintiffs are entitled to mesne profits
  - f. Who meets the costs of the suit
37. It is not in dispute that the suit lands were subdivisions of parcel number LR 6824 [mother title].
38. It is not controverted that the protagonists in this suit derive their title from KHCL. KHCL was incorporated in 1972, and according to the 1996 Annual Return, the company had 25274 members/ shareholders.
39. According to the indenture on record dated 6/5/1974 KHCL purchased land L R No 6824 from Motiben Papatlal Shah. Upon acquisition, it subdivided it into smaller portions for allocation to its members. It is therefore not in dispute that the suit lands were part of the subdivision of the mother title aforesated.



### **Whether the Plaintiffs have locus to bring this suit.**

40. It is the 1st Defendant's case that the Plaintiffs lack the locus to file the suit against the 1st Defendant because the letters of administration ad litem in the estates of the deceased specifically authorised the Plaintiffs to file a suit against the 2nd Defendant and not the 1st Defendant.
41. It would appear that the Plaintiffs did not submit on this issue. The court, therefore, has been denied the benefit of their respective submissions.
42. That said, the court will determine the issue based on the material placed before it, but in any event on its merits.
43. The Black's Law Dictionary, 9<sup>th</sup> Edition (page 1026) defines locus standi as;  
“the right to bring an action or to be heard in a given forum”.
44. In the case of Alfred Njau and Others v City Council of Nairobi [1982] KAR 229 it was held that;-  
“The term Locus Standi means a right to appear in Court and conversely to say that a person has no Locus Standi means that he has no right to appear or be heard in such and such proceedings”.
1. Recently, the Court of Appeal in Kabiru v Industrial Commercial Development Authority & another [2023] KECA 363 (KLR) while citing with approval its earlier holding in Alfred Njau, Aluchio Liboi, Joseph Muya Mukabi, Peter Inyangala, Akhonya Analo and Jacob Gichigo v City Council of Nairobi [1983] KECA 56 (KLR) emphasized that the right cause of action is dependent on locus standi. In the Njau case the appellate court distinguished these two terms as follows;  
“Lack of locus standi and a cause of action are two different things. Cause of action is the fact or combination of facts which give rise to a right to sue whereas locus standi is the right to appear or be heard, in court or other proceedings; ...  
To say that a person has no cause of action is not necessarily tantamount to shutting the person out of the court but to say he has no locus standi means he cannot be heard, even on whether or not he has a case worth listening to.”
46. Locus standi is essential in civil proceedings because, without it, a party does not have the right to initiate or maintain a suit even if there is a valid cause of action. It can be compared to a court acting without jurisdiction. The question of locus standi relates to the substantive importance of the suit. It concerns the sufficiency and directness of a person's interest in the litigation, which qualifies them to be a party to the case. It also involves a person's capacity to perform a legal act.
47. A keen perusal of the record placed before the court shows that the Plaintiffs have mounted the suit as legal administrators of the estates of their parents, namely Njoroge Kamau and Ann Mugane Njoroge, alias Mugane Kungu, who died in 1985 and 1989, respectively.



48. The grants ad litem aforesaid are dated 23/5/2013, and for emphasis, I shall regurgitate the contents as follows;

“limited letters of administration ad litem. be it known that letters of administration ad litem of all the estate of the above-named Njoroge Kamau who died domiciled in Kenya on 6/11/1985 which devolves to and vests in his personal representatives but limited only for the purpose of filing suit against Nairobi City County who have illegally transferred property known as Kamuingi Housing Company share certificate No 019 belonging to the deceased to one MARY NJERI and until further representation is granted by this court to John Kamau Njoroge and Stephen Muya Njoroge ... having undertaken to administer such estate according to the law and until further representation be granted and render a true and just account thereof whenever required by law so to do”.

49. The general tenor of the Plaintiffs' suit is to recover the suit lands from the 1st Defendant, and a clear reading of the grant shows that the particulars of the suit are all disclosed therein. I therefore find that the Plaintiffs have sufficient locus to bring the suit and nothing turns on this point. It is rejected.

### **Whether the Plaintiffs have proven ownership of the suit lands**

50. It is the Plaintiffs' case that their deceased parents were part of the original members of KHCL as early as the 1970s. As members, they acquired shares in KHCL and vide a sale agreement in 1980, purchased the suit lands from KHCL. That all was well until around 2013 when they discovered that the 1st Defendant had encroached the suit lands and constructed structures thereon, thus depriving them of their inheritance.

51. The Plaintiffs also averred that in 2019, they discovered that the deceased's names had been changed at the Nairobi City County rates department, after which they protested via a letter to the County Government. The County Government rates department acknowledged the competing interests from the 1st defendant and the Plaintiffs over the subject lands and decided to retain the name of KHCL for purposes of rates collection pending the resolution of the dispute.

52. The 1<sup>st</sup> Defendant, on the other hand, contends that she purchased the suit lands from KHCL in 2011 and 2013, took possession and commenced developments thereon, paid the purchase price, including stamp duty and other outgoings and acquired a deed plan for the lands.

53. Undoubtedly, the court is being called upon to determine who, between the Plaintiffs and the 1st Defendant, is the owner of the suit lands. The old adage that he who alleges still holds sway even in this instance.

54. For the above reasons, allow me to at this point restate the provisions of Section 108 and 109 of the Evidence Act with respect to the standard of proof which is that the burden of proof in a suit or proceedings lies with the persons who would fail if no evidence at all were given on either side. In addition, the burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence unless any law provides that the proof of that fact shall lie on any particular person. Simply put it is for the Plaintiff to discharge the burden of proof as to its claims in this suit.

55. In answer to the 2<sup>nd</sup> issue, the court will now embark on the task of analyzing the documentary evidence placed before it.

56. According to the share certificates on record dated 20/11/1973 and 22/10/1974 the deceased were issued with share certificates Nos 073, 361, 019 and 238 in KHCL.



57. The members register on page 43 of the Plaintiffs' trial bundle clearly shows the deceased as Members No. 19 and 73 in the said register. The name of the 1<sup>st</sup> Defendant is conspicuously missing.
58. Unchallenged evidence was led that the deceased paid for the shares and other incidentals to KHCL for the acquisition of the shares/lands. See the receipts issued to the deceased by KHCL dated 12/6/70, 5/11/70, 6/7/71, 29/6/70, 4/5/72, 12/6/72, 9/74, 30/4/74, 28/7/77, 2/9/75, 10/5/80, 20/6/80. The 1st Defendant did not challenge all these payments.
59. Further evidence was led that upon the subdivision of the mother title to yield several plots, KHCL allocated land to its members, including the deceased.
60. From para 57, it is not disputed that KHCL allowed members to pay for the shares in instalments. See a letter dated 16/4/1980, in which KHCL wrote to its members, the deceased included, calling upon them to complete the share capital of KShs 6000/- to close the plots at Dandora. This notice gave members time to clear their share payments.
61. On 20/6/1980, the deceased [as members of KHCL] entered into a sale agreement between KHCL for the plot Nos 114 and 117. This sale agreement quotes the indenture dated 6/5/1974, in which KHCL acquired the mother title, leaving no doubt that the deceased purchased the Dandora Land, not the Mathare Land, as insinuated by the DW2 and DW3, witnesses for the 1<sup>st</sup> Defendant.
62. The agreement permitted the deceased to take possession forthwith and commence developments pending the transfer and titling.
63. The Plaintiffs led evidence that they indeed took possession of the suit lands until 2013 when the 1<sup>st</sup> Defendant encroached and carried out developments without their consent and authority.
64. Any developments to the suit lands were subject to approval by the Nairobi City Council at the time. DW1 admitted that she constructed structures on the land without any approvals from the County Government in contravention of the sale agreement as well as the Physical Land Use and Planning Act.
65. The responsibility for preparing the transfer was on the KHCL lawyers at the member's cost. If the member failed to meet the charges upon notice, KHCL would be at liberty to give 30 days' notice to the member to determine the sale agreement and transfer the plot to another member, in which event the member would be entitled to a refund of the monies paid by him to KHCL.
66. DW3 and DW4 presented evidence that the deceased failed to pay for the land, leading to its repossession and sale to the 1st Defendant. According to the terms of the agreement, the allottee's rights were properly protected from casual revocations. KHCL was contractually obligated to notify the allottee that the sale agreement would be rescinded and that the land would be reclaimed and sold to another member. The 1st Defendant failed to produce any notice of rescission of the contract or evidence that the land had been sold to other members. Furthermore, even if it was sold to another member, the 1st Defendant did not demonstrate that she was a member of KHCL. Additionally, there was no evidence from DW1-DW3 indicating that the deceased had been refunded their payments. These arguments are neither plausible nor strong enough to override the deceased's interest.
67. I find that KHCL entering into the agreements above supports the Plaintiffs' evidence that the deceased were fully paid-up members. It was not plausible for KHCL to have executed the sale agreement if the deceased was in default.
68. Fast forward, the court was referred to a Gazette Notice of October 1987 containing a list of KHCL land owners, and the deceased's names appear against the suit plot numbers. This shows that as early as the 1980s, the deceased were rate payers to the local authority. This evidence corroborates the Plaintiffs'



evidence when they raised the issues of change of rateable owners in the City County's register as part of the scheme to deprive the Plaintiffs the suit land.

69. The case of the 1st Defendant is that she purchased the suit lands in 2011 and 2013. The sale agreements on record evidence this. I have seen the property investment share certificate issued to the 1st Defendant. I have also seen the members register adduced by the 1st Defendant. In cross, she admitted that she was not a member of KHCL, a believable position given that her name is missing from the register.
70. The court has found that the deceased acquired the shares and the land in 1970s and 1980s respectively. Therefore by 2011 and 2013 there was no land for KHCL to dispose to the 1<sup>st</sup> Defendant. In the absence of any successful rescission of the 1989 sale agreement and refunds of the monies paid, KHCL sold nothing to the 1st Defendant, who similarly received nothing. As of 2011, KHCL had long disposed of the land to the Deceased. Any purported disposition to the 1<sup>st</sup> Defendant was but an illegality in the eyes of the law.
71. In the end, therefore, I find that based on the documentary evidence placed before the court, the Plaintiffs have proven title/interest in the suit lands.

### **Whether the 1<sup>st</sup> Defendant is a bona fide purchaser for value**

1. On the question of bonfides I rely on the decision of the court in *Lawrence Mukiri v. Attorney General & 4 Others* [2013] eKLR thus:

... 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:

- a. He holds a certificate of Title.
  - b. He purchased the Property in good faith;
  - c. He had no knowledge of the fraud;
  - d. The vendors had apparent valid title;
  - e. He purchased without notice of any fraud;
  - f. He was not party to any fraud”.
72. Had the 1<sup>st</sup> Defendant carried out due diligence with KHCL records she would have discovered that the suit land had been alienated to the parents of the Plaintiffs many decades before. Having held that the land belongs to the Plaintiffs, the question of bona fides on the part of the 1st Defendant is not sustainable. DW1 and DW2, being directors of KHCL, cannot be exonerated from the illegality just because they were appointed in 2011. The records of KHCL would have indicated that the suit lands were not available for sale.
  73. The interest or title of the 1st Defendant is therefore a product of illegality. Section 80 of the [Land Registration Act](#) mandates this court to cancel such a title. I will deliver the final orders in the end.

### **Trespass**

74. Trespass has been defined as any unjustifiable intrusion by one person upon the land in the possession of another. See Clerk & Lindsell on Torts, 18<sup>th</sup> Edition at page 923. The onus is on the plaintiff to



prove that he is the owner of the suit property and that the defendant has invaded and occupied the same without any justifiable cause.

75. Under section 24(a) of the *Land Registration Act*, 2012, the registration of a person as the proprietor of land vests in that person the absolute ownership of that land together with all rights and privileges associated with that status. From the evidence tendered before the court. The Court having found that the title belongs to the Plaintiffs, the presence of the 1<sup>st</sup> Defendant without any authority or consent constitutes trespass.
76. It is the Plaintiffs' case that the 1st Defendant has trespassed onto their land since 2013, a period exceeding a decade, and therefore they seek general damages for trespass. How are general damages calculated? Halsbury 4th ed, Vol 45 at para 26, 1503 provides guidance on calculating damages in a trespass action: -
- (a) If the plaintiff proves the trespass he is entitled to recover nominal damages, even if he has not suffered any actual loss.
  - (b) If the trespass has caused the plaintiff actual damage, he is entitled to receive such amount as will compensate him for his loss.
  - (c) Where the defendant has made use of the plaintiffs land, the plaintiff is entitled to receive by way of damages such sum as would reasonably be paid for that use.
  - (d) Where there is an oppressive, arbitrary or unconstitutional trespass by a government official or where the defendant cynically disregards the rights or the plaintiff in the land with the object of making a gain by his unlawful conduct, exemplary damages may be awarded.
  - (e) If the trespass is accompanied by aggravating circumstances which do not allow an award of exemplary damages, the general damages may be increased.
77. In the case of Nakuru Industries Limited (*supra*) the court cited the case of Duncan Ndegwa V Kenya Pipeline HCC No. 2577 of 1990 (Nairobi) where the court held: -
- “The general principles as regards the measure of damages to be awarded in cases of trespass to land where damage has been occasioned to the land is the amount of diminution in value or the cost of reinstatement of the land. The overriding principles is to put the claimant in the position he was prior to the infliction of the harm.”
78. On general damages, it is trite that trespass is actionable per se, that is to say, without the need to lead evidence in support. Guided by the above precedents, I allow a sum of Kenya Shillings Five Hundred Only (Kshs 500,000/-) as general damages for trespass.

### **Mesne profits**

79. Mesne profits are special damages that must be pleaded and proven. The Plaintiffs failed to plead any proof of mesne profits. The prayer is therefore rejected.

80. Final orders for disposal

In the foregoing, I find that the Plaintiffs have proved title to the suit lands and I enter judgment in their favour as follows;

- a. A declaration be and is hereby made that the late Anne Mugane Njoroge alias Mugane Njoroge and Njoroge Kamau, are the lawful allottees and owners of Plots Numbers 6824/114 and 6824/117 (the suit lands) respectively.



- b. An order of mandatory injunction directed to the defendants to remove all the structures erected on the suit lands within the next 90 days; in default, the Plaintiffs will be at liberty to demolish the structures at the 1st defendant's costs.
- c. That the officer commanding the Local police station where the land is situated, assist in enforcing the court orders that will be granted by the court.
- d. I award general damages for trespass in the sum of Kenya Shillings Five Hundred Thousand (Kshs 500,000/-) in favour of the Plaintiffs, payable by the 1st Defendant.
- e. An order of mesne profits is not proven and is therefore hereby declined.
- f. The Plaintiffs shall have the costs of the suit.

81. Orders accordingly

**DELIVERED, DATED AND SIGNED AT NAIROBI THIS 10<sup>TH</sup> DAY OF DECEMBER 2025 VIA MICROSOFT TEAMS.**

**J. G. KEMEI**

**JUDGE**

Delivered online in the presence of;

Ms Kirui HB for Kwengu for the Plaintiff

Ms Wanjala for the 1<sup>st</sup> Defendant

Ms Maganda for the 2<sup>nd</sup> Defendant

C/A - Ms Yvette Njoroge

