



**Muigai v Ali & 3 others (Environment and Land Case 202 of 2018)
[2026] KEELC 16 (KLR) (16 January 2026) (Judgment)**

Neutral citation: [2026] KEELC 16 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAKURU
ENVIRONMENT AND LAND CASE 202 OF 2018
MAO ODENY, J
JANUARY 16, 2026**

BETWEEN

STEPHEN NG'ANG'A MUIGAI PLAINTIFF

AND

ISMAIL JAMA ALI 1ST DEFENDANT

NOOR JAMA 2ND DEFENDANT

THE COMMISSIONER OF LANDS 3RD DEFENDANT

THE ATTORNEY GENERAL 4TH DEFENDANT

JUDGMENT

1. By a Plaint dated 8th June, 2011, which was subsequently amended on 5th November 2012, the Plaintiff herein sued the Defendants jointly and severally seeking the following orders:
 - a. A declaration that the 2nd defendant is a trespasser on parcel of land known as Nakuru/ Municipality/Block 15/668 and an eviction order to issue against him.
 - b. An order revoking and or canceling title No Nakuru/Municipality/Block 15/668 held by the 1st defendant herein.
 - c. A perpetual injunction restraining the defendants herein from trespassing, interfering, constructing or in any other way whatsoever from dealing with all that parcel of land known as Nakuru/Municipality/Block 15/668.
 - d. Costs of the suit together with interest.
2. The 2nd Defendant filed a counterclaim dated 28th June 2011, which was amended on 11th April, 2013, and sought the following orders:



- a. Declaration that the 2nd defendant (now plaintiff) is a bonafide owner of all that parcel of land known as Nakuru/Municipality Block 15/668 by reason of purchase.
- b. An order that the purported allocation of the plot in favour of the plaintiff (now defendant) is null and void as the plot was not vacant at the date of allocation.
- c. An order revoking the plaintiff's (now defendant's) title in so far as the same relates to the 2nd defendant's (now plaintiff's) portion.
- d. An order or an injunction restraining the plaintiff (now defendant) from claiming or in any other way interfering with the 2nd defendant (now plaintiff's) enjoyment of quiet possession of the said property.
- e. Costs of the counter-claim.

Plaintiff's Case

3. PW1, Stephen Ng'ang'a Muigai, adopted his witness statement dated 22nd April, 2013, as his evidence in chief and stated that he is a businessman in Nairobi. It was his testimony that he is the registered owner of the suit land and the property was allotted to him on 4th May, 1999, and a letter of allotment was issued to him. PW1 testified that he met the requirements of the allotment and made a payment of Kshs. 12,580/= as standard premium and via Bankers cheque No. 057140 dated 6th March, 2001 Barclays Bank.
4. PW1 testified that he was issued a receipt No. E887215 dated 14th August, 2001 and he filed a list of documents dated 8th June, 2011, which he produced as Pex. No. 1 to 4. PW1 testified that the plot was subsequently surveyed and the RIM amended and given plot No. Nakuru Municipality/Block 15/668. PW1 testified that he was issued with a lease and certificate of title from the Commissioner of Lands. He testified that when they wanted to start construction, they found the 1st Defendant on the suit land.
5. PW1 testified that the 1st defendant is in possession of the plot and he had done a perimeter fence and that the 1st defendant has a title which was issued in 2005. PW1 testified that the Commissioner could not have issued two titles in respect of the same parcel of land and he does not know Raymond Kiplagat who purportedly sold the land to the 1st defendant. It was PW1's testimony that he had not seen an allotment letter in favour of Ismail or Raymond Kiplagat. PW1 testified that the property was not available for allocation in 2005 as it had been allotted to him in 1999 and that he was in the process of getting the title. PW1 prayed that judgment be entered as prayed in the plaint and the counterclaim be dismissed with costs.
6. Upon cross-examination by Ms. Wanjeri, PW1 stated that the government Surveyor surveyed the land and that he paid the premium in 2001. PW1 stated that the suit land was vacant in 2001, and he was waiting for funds to start developing the plot. Further that he carried out a search on 13th March, 2011, and in 2001, and that the property was vacant. PW1 stated that he did not carry out a search and he got the title in 2007. PW1 was shown the 3rd and 4th Defendants' documents and stated that the lease to Raymond is dated 1st January, 1998 and he was allotted in 1999. PW1 stated that Raymond's lease came first and he did not report to the police or the DC1. PW1 stated that he did not write a complaint letter to the Commissioner of Lands.
7. Upon re-examination by Mr. Mwangi, PW1 testified that he has not been shown any letter of allotment in favour of Raymond Kiplagat. PW1 testified that he has not been shown any payment by Raymond Kiplagat. It was PW1's testimony that the document is a copy and he cannot authenticate its genuineness. PW1 testified that he was waiting to process the title deed and source for funds for



development. PW1 testified that when they were ready, they found that someone had occupied the plot.

Defendants' Case

8. DW1, Jama Noor adopted his witness statement dated 29th May 2017 as part of his evidence in chief, and stated that he is a businessman in Nakuru. It was his evidence that the 1st Defendant had bought plot No. Nakuru Municipality Block 15/668 in 2005, fenced it with a perimeter wall and fixed a gate.
9. DW1 stated that he filed a list of documents dated 25th April 2023, which he produced as Dex No. 1 to 10 and further testified that they entered into a sale agreement dated 25th April, 2010. It was his testimony that he carried out a search that indicated that the plot belonged to Jama Ali who purchased the same from Raymond Kiplangat who was the original owner as per the search dated 1st December, 2005, and the certificate of lease. DW1 further stated that he had not transferred the title in his name, as Ismail Jama was a family member. According to DW1, he has the original title in the name of Ismail Jama dated 28th March 2006.
10. It was DW1's further evidence that he pays rates to the county government of which he has the payment records, a rates clearance certificate and has never had any issues from the county government or the national government. DW1 also stated that he is in occupation having built a house and fenced the plot, further that the Plaintiff has never claimed the land. He urged the court to dismiss the plaintiff's case and allow his counterclaim with costs.
11. Upon cross-examination by Ms. Wanjeri, DW1 stated that he has been paying land rates in the name of Ismail Jama who is a relative and the registered proprietor, and that he is awaiting the completion of the case to transfer the suit plot in his name.
12. Upon cross-examination by Mr. Mwangi, DW1 stated that he bought the plot in 2008 from Ismail Jama Ali (the 1st Defendant) vide an agreement dated 25th February, 2010, but he had paid in 2008. He stated that he carried out a search in 2005 but did not have a search for 2010, when he signed the agreement.
13. It was his evidence that the court granted an injunction stopping them from interfering with the suit land until this case is heard and determined. He stated that he only has the certificate of lease and not the lease documents as the 1st Defendant bought the land from Raymond Kiplangat. He also testified that he has neither a letter of allotment that was issued to Raymond nor receipts of any payments by either Raymond or Ismail to the Commissioner of Lands.
14. DW1 referred to the list of documents dated 8th June, 2011 and a letter of allotment dated 4th May, 1999 in the name of Stephen M. Muigai and confirmed that it is a receipt for payment of premium of Kshs.12,580/= and a copy of lease dated 20th February, 2007 in the name of Stephen M. Muigai.
15. Upon re-examination by Mr. Kipkenei, DW1 stated that the plaintiff's title is dated 20th February, 2007, while Ismail Jama's title is for 2006 and had built a house in 2005. DW1 testified that he did not effect a transfer because the 1st defendant is his cousin who is aware of the existence of the case. He further stated that he is neither aware of an allotment letter issued to the original owner Raymond nor that the Plaintiff had a title to the suit land.
16. DW2, Emma Sitienei, the Land Registrar Nakuru County, produced a list of documents dated 28th February 2023, in respect of Nakuru Municipality Block 15/668, as Dex. No. 1 to 6. DW2 testified that she has the two white cards of the suit parcel of land and the first one was opened on 8th February,



- 2005 in the name of Raymond Kiplagat, and the second one, on 20th February, 2007 in the name of Stephen M. Muigai.
17. According to the Land Registrar, the first white card was registered in the name of Ismail Jama Ali on 28th March, 2006 and a certificate of lease issued on the same date. Further, that in the card, there is a note number indicated as a number duplicated before Ismail's entry. The registered owner was Raymond Kiplagat indicated as entry No. 1.
 18. On the second card, the registered proprietor is Stephen M. Muigai who was issued with a certificate of lease dated 20th February, 2007, and there was a note indicating that there is a number duplication. DW2 testified that she is not able to tell the court who is the rightful registered owner of the plot as it is only the Director of Land Administration who can confirm the current allottee. It was her evidence that they have leases for both white cards and forwarding letters of which Raymond's lease is dated 8th April, 2005 and Stephen Muigai's dated 20th February, 2007.
 19. Upon cross-examination by Mr. Kipkinei, DW2 stated that both titles emanated from the Land Registry Nakuru and the numbers were duplicated as they were forwarded to them for registration. DW2 stated that the ownership can only be dealt with by the Director of Land Administration, but the first in time was Raymond's lease according to the records, and that by the time Stephen Muigai was issued with a title, Ismail Jama already had a title.
 20. Upon cross-examination by Mr. Mwangi, DW2 stated that the lease to Stephen Mwangi was forwarded on 14th February, 2006 and was registered on 20th February, 2007 for ninety-nine years with effect from 1st May, 1999. DW2 stated that the certificate of lease was issued on 28th February, 2007 and she is aware that before a lease is issued, there must be an allotment letter. DW2 was shown an allotment letter issued to Stephen M. Muigai together with a receipt for payment of the premium of Kshs. 12,580/= . She stated that there is another lease issued to Raymond Kiplagat. DW2 stated that the number being duplicated means there are two proprietors with a similar number.

Plaintiff's Submissions

21. Counsel for the Plaintiff filed submissions dated 21st October, 2025 and identified the following issues for determination:
 - a. Whether the Plaintiff's certificate of lease to the suit land is valid?
 - b. Whether the 2nd defendant has any proprietary interest over the parcel of land known as Nakuru/Municipality Block 15/668?
22. On the first issue, counsel relied on Section 107 of the *Evidence Act* and submitted that the certificate of lease issued to Raymond Kipkemoi Kiplagat is invalid as there is no evidence demonstrating how he lawfully acquired it and relied on the cases of *Munyu Maina vs Hiram Gathiha Maina* [2013] eKLR and *Dina Management Limited vs County Government of Mombasa & 5 others* [2023] KESC 30 (KLR).
23. On the second issue, counsel submitted that the 2nd Defendant does not hold any title in respect of the suit land and he does not pay any land rates for the property. Counsel submitted that his alleged interest as a purchaser is not reflected in the Certificate of Lease held by the 1st Defendant. Counsel submitted that the 1st Defendant did not testify in support of the alleged sale and he has no letter of allotment relating to the suit property. Counsel submitted that the 2nd Defendant has no lawful interest in Nakuru/Municipality Block 15/668. Counsel asked the court to allow the Plaintiff's claim.



1st and 2nd Defendants' Submissions

24. Counsel for the 1st and 2nd Defendants filed submissions dated 30th October, 2025 and identified the following issues for determination:
- a. Whether the title conferring the plaintiff ownership of land referenced Nakuru/Municipality Block, 15/668 is lawful and valid?
 - b. Whether the 1st and 2nd defendants are bonafide purchasers of value to the suit property?
 - c. Whether the land referenced Nakuru/Municipality Block 15/668 is in lawful ownership of the 1st defendant?
 - d. Whether the root of the title conferring the 1st and 2nd defendant ownership is protected pursuant to section 26 of the [Land Registration Act](#)?
 - e. Which lease is valid, the leasehold conferring possession to the 1st defendant or the leasehold conferring interest to the plaintiff (if any) is impeachable under Section 26 of the [Land Registration Act](#)?
 - f. Whether the plaintiff is entitled to the reliefs sought in the plaint?
 - g. Who is entitled to costs?
25. On the first issue, counsel submitted that the title which was issued first should be construed as lawful and valid, namely, the certificate of lease conferring Raymond Kiplagat ownership which further conferred ownership to the 1st defendant and the subject property was further developed by the 2nd Defendant. Counsel relied on Section 107 of the [Evidence Act](#) and the case of *Kioko v Mutunga* (Environment & Land Case E068 of 2021) [2024] KEELC 5702 (KLR), *Wakaimba v Registrar & 3 others* (Environment & Land Case 617 of 2011) [2025] KEELC 1058 (KLR) and *Wreck Motors Enterprises vs The Commissioner of Lands and others* Civil Appeal No. 71 of 1997.
26. On the second issue, counsel submitted that there is a valid sale agreement dated 15th December 2005, between the 1st Defendant herein and Raymond Kiplagat whereby upon execution the 1st Defendant paid the full purchase price and took possession. It was counsel's submission that the 1st and 2nd Defendants herein have enjoyed quite, continuous and uninterrupted occupation of the suit property.
27. On the third issue, counsel submitted that it is not in dispute that the 1st defendant has been in active occupation of the suit property and the stay has been continuous, non-interrupted and quiet. Counsel submitted that the plaintiff has failed to discharge the burden of proof as to the validity of his title as per the provisions of Section 115 of [Evidence Act](#) and relied on the case of *Torino Enterprises Limited v/s Hon Attorney General* (petition no 5) E006 of 2022.
28. On the fourth issue, counsel submitted that the Land Registrar has confirmed the existence of both the plaintiff's and defendant's certificate of leases being in the register, but there is no evidence that the process of Raymond Kiplagat acquiring the certificate of lease had flaws ultimately tainting the 1st and 2nd Defendants' root of title. Counsel urged the court to dismiss the Plaintiff's case and allow the Defendant's counterclaim with costs.

ANALYSIS AND DETERMINATION

29. I have considered the pleadings, evidence on record, the written submissions, and authorities cited and find that the issues that arise for determination are as follows:



- a. Who is the legal and lawful owner of the suit property known as Nakuru/Municipality Block, 15/668.
 - b. Whether the Plaintiff is entitled to the reliefs of injunction orders and cancellation of title for LR No. Nakuru/Municipality Block, 15/668 in the name of the 1st Defendant;
 - c. Whether the 1st and 2nd Defendants have proved their case and whether they are entitled to the prayers sought in the Counter Claim;
 - d. Who should bear the costs of the suit?
30. This is a case where the Plaintiff and the Defendants claim the same suit of land having been issued with lease certificates. It is trite that one parcel of land cannot have two titles in the names of different persons. If such happens, then one of the titles either must be fake or unprocedurally acquired which section 26 of the *Land Registration Act* speaks to.
31. In the case of *Gathondu (As Administrator of the Estate of the Late Thumbi Kariuki) & 3 others v Registrar & 7 others (Civil Appeal E505 & E519 of 2020 (Consolidated))* [2024] KECA 668 (KLR) the court observed on the issue of competing titles as follows:
- “Once upon a time, the holding of a title deed, that treasured document that declared the person named therein as the indisputable owner of the landed property, was a ticket to peace and proprietary security. That it was before a vile mix of greed, rapacity and fraud on one hand and corruption mischief, and tampering of records on the other, increasingly rendered many a title deed worthless papers the holding of which, without more, provided neither certitude nor assurance of safety as courts have had to step in to decipher and determine which among two contending instruments of title is genuine and efficacious. The puzzle of competing title deeds over the same property on the ground in contemporaneous existence is now becoming a contest not of dualities of claims, but, as this case shows, one of multiple contestations, each backed by a title deed.”
32. It is therefore incumbent upon this court to establish which of the two competing titles is genuine and legitimate. This calls for looking into the root of the title as was held in the case of *Munyu Maina –vs- Hiram Gathia Maina* (2013) eKLR as follows:
- “..... 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 would not be noted in the register.”
33. It is the Plaintiff’s case that he is the registered owner of parcel of land known as L.R. NO. Nakuru/ Municipality Block 15/668 having been allotted the same vide Letter of Allotment Ref No. 30884/ XXXVII dated 4th May, 1999, wherein he paid the requisite stand premium of Kshs 12,580/= and subsequently issued with a Certificate of Lease on 28th February, 2007, measuring, 0.045 Hectares.
34. Similarly it is the 1st and 2nd Defendant’s case that the 1st Defendant bought the property Nakuru/ Municipality Block 15/668 measuring 0.0426 Hectares from Raymond Kiplagat, vide a Sale Agreement dated 15th December 2005, and was issued with a Certificate of lease on 28th March, 2006. DW2, the Land Registrar, informed the court of two white cards in respect of the suit parcel of land



- and the first one was opened on 8th February, 2005 in the name of Raymond Kiplagat. She testified that the second lease was opened on 20th February, 2007 in the name of Stephen M. Muigai.
35. The Land Registrar produced the white cards for the Plaintiff and the Defendant's parcels of land which indicated that the Plaintiff's Stephen Ngángá Muigai, was opened was opened on 20th February 2007, in respect of the suit land measuring 0.045 Hectares with an entry that the number is duplicated.
 36. The second white card produced by the Land Registrar in respect of the 1st Defendant, was opened on 8th April 2005, in the name of Raymond Kiplagat measuring 0.0426 Hectares with an entry that the number is duplicated.
 37. DW2 testified that according to the first white card the registered proprietor is Ismail Jama Ali registered on 28th March, 2006, and a Certificate of Lease issued on the same date. DW2 further testified that the registered owner was Raymond Kiplagat, and she referred to entry No. 1 and that based on the second white card, the registered proprietor is Stephen M. Muigai who was issued with a certificate of lease dated 20th February, 2007. It was her evidence that she was not able to ascertain who the rightful registered owner of the plot is as only the Director of Land Administration could confirm the current allottee.
 38. The Court issued summons to the Director of Land Administration to come and produce records in respect of L .R. NO. Nakuru/Municipality Block 15/668, of which on the date of the hearing counsel told the court that the Director of Land Administration had informed him that they were unable to secure the records hence they closed their case.
 39. It was unfortunate that the Director of Land Administration was not able to come to court to shed more light on the records that they hold in respect of the suit land for the Plaintiff and the defendants. The court will therefore deal with the evidence on record together with the documents that were produced by the Land Registrar in respect of the suit parcel of land.
 40. From the documents produced, it is evident that the acreage of the parcel of land in both Certificate of Leases held by the Plaintiff and the 1st Defendant vary. The Plaintiff's Certificate indicates the acreage as 0.045 Hectares while the 1st Defendant's is indicated as 0. 0426 Hectares. Which one is the correct acreage?
 41. Similarly, the Plaintiff's white card was opened on 20th February 2007 and a Certificate of Lease issued on 28th February 2007, while the 1st Defendant's was opened in the name of Raymond Kiplagat on 8th April 2005, Certificate of Lease issued and later issued in the name of Ismail Jama on 28th March 2006.
 42. Further the Commissioner of Lands wrote a letter dated 8th March 2005 to the District Land Registrar through the Chief Land Registrar forwarding the lease in triplicate duly signed and stamped for registration in favour of Raymond Kiplagat, who was advised to appear before the Registrar for collection and execution of the lease.
 43. There is a similar forwarding letter from the Commissioner of Lands to the District Land Registrar in respect of Stephen Muigai's lease in triplicate dated 14th February 2006. It should be noted that by the time the lease was being forwarded Raymond Kiplagat had already been issued with a Certificate of Lease on 8th April 2005 and sold to the 1st Defendant who was issued with a Certificate of Lease on 28th March 2006. The Plaintiff's transaction was happening after the fact when the land already had a title and an owner.
 44. This is very unfortunate and calls for proper coordination of the land administration institutions to ensure that accurate records and tracing of transactions without duplication. Efficient digitization is



necessary where the relevant departments are able to communicate with each other to see every process and stage of the transaction at the click of a button. This is also to be able to follow up the process from start to completion and rectify where there is an anomaly before it creates an injustice to any of the parties involved.

45. Further, in the case of *Hubert L. Martin & 2 Others v Margaret J. Kamar & 5 Others* [2016] eKLR, the court held that:

“Of course, the issuance of two titles is not contemplated in the law and strictly speaking should not happen... A court when faced with a case of two or more titles over the same land has to make an investigation so that it can be discovered which of the two titles should be upheld. This investigation must start at the root of the title and follow all processes and procedures that brought forth the two titles at hand. It follows that the title that is to be upheld is that which conformed to procedure and can properly trace its root without a break in the chain. The parties to such litigation must always bear in mind that their title is under scrutiny and they need to demonstrate how they got their title starting with its root. No party should take it for granted that simply because they have a title deed or Certificate of Lease, then they have a right over the property. The other party also has a similar document and there is therefore no advantage in hinging one’s case solely on the title document that they hold. Every party must show that their title has a good foundation and passed properly to the current title holder.”

46. When the Plaintiff was cross-examined by counsel for the 3rd and 4th Defendants and shown the documents from the Land Registrar, he confirmed that Raymond was allotted the suit land in 1999 vide a lease dated 1st January 1998, while his read 1st May 1999. PW1 also testified that the 1st defendant is in possession of the plot and he has done a perimeter fence and that the 1st defendant has a title which was issued in 2005.
47. The Plaintiff further stated that when he found out that the 1st Defendant had another Certificate of lease in respect of the same suit land, he neither raised a complaint with the Commissioner of Land nor reported the matter to the DCI for investigation.
48. In the case of *Funzi Development Ltd & Others vs. County Council of Kwale*, Mombasa Civil Appeal No. 252 of 2005 [2014] eKLR, the court held that a registered proprietor acquires an absolute and indefeasible title if the allocation was legal, proper and regular and that a court cannot on the basis of indefeasibility of title sanction an illegality or give its seal of approval to an illegal or irregularly obtained title.
49. The elements of a good root of title were recently listed by the Court of Appeal, in the case of *Presbyterian Foundation vs Kibera Siranga Self Help Group Nursery School* [2025] eKLR as follows:
- “(a) it must deal with or show the origin of the ownership of the whole legal and equitable interest in the land in question;
 - (b) it must contain a recognizable description of the property; and,
 - (c) it must not contain anything that casts any doubt on the title.”
50. Section 24 (a) of the *Land Registration Act*, 2012 provides:
24. Subject to this Act:



- (a) the registration of a person as the proprietor of land shall vest in that person the absolute ownership of that land together with all rights and privileges belonging or appurtenant thereto; and

51. Section 25 (1) provides:

- (1) The rights of a proprietor, whether acquired on first registration or subsequently for valuable consideration or by an order of court, shall not be liable to be defeated except as provided in this Act, and shall be held by the proprietor, together with all privileges and appurtenances belonging thereto, free from all other interests and claims whatsoever, but subject—
 - (a) -----
 - (b) -----

52. Section 26 (1) provides:

- (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.

53. The Plaintiff produced an allotment letter which culminated in a lease Certificate which was issued after Raymond Kiplagat had been issued with another on 1st January 1998 and a Certificate of lease on 8th April 2005. The Plaintiff did not explain this anomaly and why he did not take possession of the suit land.

54. Section 80 of the [Land Registration Act](#) gives courts powers to rectify a title in case of a mistake. The section provides as follows:

- “(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”.

55. I have considered the pleadings, the evidence on record, the submissions by counsel and find that the plaintiff has not proved his case against the Defendants and therefore dismissed. I find that the 1st and 2nd Defendants have proved their counterclaim and therefore issue the following specific orders:

- a. A declaration is hereby issued that the 2nd defendant is a bonafide owner of all that parcel of land known as Nakuru/Municipality Block 15/668 by reason of purchase.



- b. An order is hereby issued that the purported allocation of the suit plot in favour of the plaintiff is null and void as the plot was not vacant at the date of allocation.
- c. An order is hereby issued to the Land Registrar for cancellation of the Plaintiff's Certificate of Lease.
- d. An order of injunction is hereby issued restraining the plaintiff from claiming or in any other way interfering with the 2nd defendant enjoyment of quiet possession of the said property.
- e. The Plaintiff to pay the costs of the counter-claim.

DATED, SIGNED AND DELIVERED AT NAKURU THIS 16TH DAY OF JANUARY 2026.

M. A. ODENY

JUDGE

