



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT CHUKA

ELC LAND CASE NO. E005 OF 2024

**METHODIST CHURCH IN KENYA TRUSTEES REGISTERED.....
.....1ST PLAINTIFF**

**THE PRESIDING BISHOP METHODIST
CHURCH IN KENYA.....2ND
PLAINTIFF**

=VERSUS=

**COUNTY GOVERNMENT OF THARAKA NITHI.....1ST
DEFENDANT**

**THE GOVERNOR, THARAKA NITHI COUNTY.....2ND
DEFENDANT**

**THE NATIONAL LAND COMMISSION.....3RD
DEFENDANT**

**THE ATTORNEY GENERAL.....4TH
DEFENDANT**

**NATIONAL CEREALS AND PRODUCE BOARD.....5TH
DEFENDANT**

**THE LAND REGISTRAR, CHUKA.....6TH
DEFENDANT**

**THE DISTRICT SURVEYOR, CHUKA.....7TH
DEFENDANT**

RULING

1. Falling for determination in this ruling is the plaintiffs' notice of motion dated 26/8/2025. The context of the application is, by and large, similar to what was outlined in the opening paragraphs of the preceding ruling dated 20/5/2025. I will replicate the paragraphs.
2. The plaintiffs initiated this suit through a plaint dated 3/6/2024. The plaint was amended on 28/1/2025. Through the amended plaint, the plaintiffs sought: (i) an order compelling the defendants to issue title deeds to the plaintiffs for seven (7) acres excised from land parcel number **Karingani/ Ndagani/585**; (ii) a permanent injunction restraining the defendants against interfering with, trespassing on, possessing or allocating the seven (7) acres to any other person or party; (iii) a declaration that the plaintiffs are the legal owners of the 7 acres under the doctrine of adverse possession; (iv) an order decreeing eviction of the 1st and 5th defendants from the 7 acres; (v) an order decreeing cancellation of the title deed for **Karingani/Ndagani/585** and issuance of a separate title for the 7 acres; (vi) an order decreeing resurvey of **Karingani/ Ndagani/585**; (vii) an order decreeing the 5th defendant to remove the structures erected on the 7 acres; (viii) costs of the suit and interest on the costs.

3. The case of the plaintiffs was that the **Town Council of Chuka** and the **County Council of Meru** (both now defunct) allocated to the **Methodist Church in Kenya** five (5) acres and a further two (2) acres out of “land registration number 585.” The church took possession of the land more than 20 years ago. The parcel of land, described by the plaintiffs as **land registration number 585**, was subsequently surveyed and registered as **Karingani/Ndagani/585**, measuring approximately 17.5 hectares. The plaintiffs contend that the 1st defendant has taken five (5) acres out of the 7 acres that were allocated to the Methodist Church and has allocated part of the 5 acres to the 5th defendant.
4. It is the plaintiffs’ case that on being allocated the 7 acres, they constructed a church sanctuary, a multipurpose hall, a minister’s house, an evangelical manse, sunday school classes, modern kitchen, toilets, recreation center, prayer gazebos, prayer rooms and car parking. They term the actions of the 1st defendant as illegal, contending that the sub-division titles generated out of **Karingani/Ndagani/585** were procured fraudulently.
5. Subsequent to the initiation of the suit, the plaintiffs brought a total of three applications dated 3/6/2024, 1/8/2024 and 9/10/2024. On their part, the 1st and 2nd defendants brought an application dated 31/7/2024. The 5th defendant brought a preliminary objection dated 29/7/2024. The four applications and the preliminary objection were all disposed through this court’s ruling dated 20/5/2025.

6. Subsequent to that, the plaintiffs filed yet another “amended plaint” dated 26/8/2025, consisting of 63 paragraphs. This particular pleading should ordinarily be a further amended plaint but for unclear reasons, the pleading is designated as an amended plaint. This being a second amendment to the plaintiffs’ original pleadings, the amendments ought to comply with the legislated mode of amending an already amended plaint as prescribed under **Order 8 rule 7** of the **Civil Procedure Rules**. For clarity, the said framework provides as follows:

“(1) Every pleading and other documents amended under this Order shall be endorsed with the date

of the amendment and either the date of the order allowing the amendment or, if no order has been made, the number of the rule in pursuance of which the amendment was made.

(2) All amendments shall be shown by striking out in red ink all deleted words, but in such a manner as to leave them legible, and by underlining in red ink all added words.

(3) Colours other than red shall be used for further amendments to the same document.”

7. Regrettably, what the plaintiffs filed is a second amended plaint which does not comply with the rules of effecting amendments to an existing amended pleading.

8. Together with the second amended plaint, the plaintiffs brought a notice of motion dated 26/8/2025 seeking various

interlocutory injunctive orders. A cursory look at the parties named in the notice of motion reveals that the application is anchored on the second amended plaint which suffers from the above defects. As observed in the opening paragraph, the said application dated 26/8/2025 is what falls for determination in this ruling.

- 9.** The court has considered the application. Without venturing into the merits of the application, it is clear from the motion and from the court record that the application is anchored on the above defective second amended plaint. Pleadings are central in the adjudication of land disputes. Interlocutory reliefs such as the injunctive orders sought in the application under consideration ought to be anchored on proper pleadings. Secondly, a party who wishes to amend an existing amended plaint is required to further amend the existing amended plaint in line with the rules of amendment. An existing amended plaint which is subsequently amended is supposed to be titled appropriately and the mode of effecting amendments is supposed to comply with the requirements of **Order 8 rule 7** of the **Civil Procedure Rules**. Regrettably, the pleadings on which the present application is anchored do not appear to have complied with the rules of amending pleadings.
- 10.** Besides the foregoing, the application dated 26/8/2025 is, similarly, defective in terms of identification of the new parties to the suit.

- 11.** For the above reasons, the court will strike out the application dated 26/8/2025 without venturing into its merits. Costs of the application shall be in the cause.
- 12.** The court will appoint a day when the plaintiffs will attend court to show cause why the defective amended plaint dated 26/8/2025 should not be struck out to pave way for disposal of the suit on the basis of the earlier amended plaint dated 28/1/2025.

DATED, SIGNED AND DELIVERED AT CHUKA THIS 29TH DAY OF JANUARY, 2026.

**B M EBOSO [MR]
ELC JUDGE**

In the Presence of:

Mr. Mwenda Kathenya for the 4th, 6th & 7th Respondents.

Mr. Charles Kimathi for the Plaintiffs.

Mr. Munene for the 1st and 2nd Defendants

Court Assistant - Nelly