



Mhasibu Bustani Management Company v Mhasibu Housing Company Limited (Environment and Land Case E058 of 2025) [2026] KEELC 192 (KLR) (26 January 2026) (Ruling)

Neutral citation: [2026] KEELC 192 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT THIKA
ENVIRONMENT AND LAND CASE E058 OF 2025
JA MOGENI & AM COCKAR, JJ
JANUARY 26, 2026**

BETWEEN

MHASIBU BUSTANI MANAGEMENT COMPANY PLAINTIFF

AND

MHASIBU HOUSING COMPANY LIMITED DEFENDANT

RULING

1. The Plaintiff, Mhasibu Bustani Management Company instituted this suit vide a Plaint dated 19/03/2025 against the Defendant Mhasibu Housing Company Limited, seeking a declaratory order against the Defendant for allegedly being in fundamental breach of its contractual obligation with respect to infrastructural developments over property known as Theta Theta Block 4 & LR 11285/7 in Ruiru, an order of specific performance and general and aggravated damages.
2. The Defendant in opposition to the suit filed a Preliminary Objection dated 26/05/2025 challenging the competency of the suit. The Preliminary Objection stated as follows:

“take Notice that on 29 May 2025 or at any adjourned date for the mentioning of the Plaintiff’s suit dated 19 March 2025 hereof, Counsel for Defendant shall raise a Preliminary Objection on a point of law to be determined in limine on the grounds:

1. That this Court lacks jurisdiction to hear and entertain this suit as the course of action is not as envisaged under Article 162(2)(b) and section 13 of the *Environment and Land Court Act*, Cap 12A.
2. That the Plaintiff lacks the requisite locus standi to institute and sustain these proceedings as the suit offends the doctrine of Privity of Contracts.
3. That the Plaintiff’s entire suit as against the Defendant is misconceived, incompetent, fatally defective and should be dismissed.



3. The Court directed that the Preliminary Objection be heard and the parties filed their written submissions. The Plaintiff/Respondent in opposition to the Preliminary Objection filed written submissions dated 6/10/2025 and opposed the objection. The Defendant/Applicant filed their written submissions dated 6/11/2025 after the Plaintiff/Respondent's submissions.
4. In opposition the Defendant/Respondent briefly in reference to the history of the case stated that on behalf of its members who purchased plots from the Defendant on 17th October and 27th November 2014 it was incorporated as a Limited Liability Company to manage and maintain the suit property LR 11287/4 and LR11287/7.
5. That it filed the instant suit seeking specific performance due to the Defendant's failure to fulfill contractual obligations for infrastructural developments as was promised in the Sale Agreement for the suit property which include cabro-paved roads, drainage systems and a second gate.
6. It also refers to the fact that the Defendant's Preliminary Objection challenges the Court's jurisdiction, the Plaintiff's locus standi and the competence of the suit. It is the Plaintiff's submission that the objection has no merit and is unsupported by law.
7. In its submissions the Plaintiff identified four issues and submitted extensively on the same being:
 - a. Whether this Honorable Court has jurisdiction to hear and determine the suit.
 - b. Whether the Plaintiff has locus standi to institute and prosecute this suit.
 - c. Whether the Plaintiff's suit is misconceived, incompetent or fatally defective; and
 - d. Who should bear the costs of the Preliminary Objection?
8. On the issue of jurisdiction, the Plaintiff submits that this Court has jurisdiction as is bestowed upon it by Article 162(2) (b) of *the Constitution* and Section 13 (2) of the Environment and Land Court that the Plaintiff's suit as pleaded in the Plaint arises from a land sale transaction involving the suit property where the Defendant failed to fulfill contractual obligations regarding infrastructural developments as stated at paragraph 5.
9. It is the Plaintiff's submission that its claim arises from a land sale transaction involving the suit property since the Defendant has failed to fulfill contractual obligations regarding infrastructural developments which fall under fraudulent misrepresentation and loss occasioned by the Defendant's actions or inactions in relation to the land, as under Section 13(2) (d) as well as disputes relating to land under Section 13(2) (a).
10. The Plaintiff relied on the cases of *Rwimbo vs Gachagua* (Civil Appeal 7 of 2018) [2025]KEHC 5130(KLR), *Suzanne Achieng Butler & 4 Others vs Redhill Heights Investment Limited & Another* [2016] eKLR, *Nguthi vs Mwangi* [2025] KEHC 2502 (KLR), *Philip Jalang'o vs Ryan Properties Limited* [2020] KEELC 96 (KLR) and *Storelli vs Pelo & Another* [2025] KEELC 1347 (KLR) which all refer to the predominant purpose test in any case. According to the Plaintiff, applying the predominant purpose test to the instant case shows that the overarching transaction was predominantly for the sale of land since the promises regarding infrastructure were not independent construction contracts but were incidental and essential conditions of the land sale agreements, meant to enhance the value, use, and enjoyment of the plots being sold.
11. It is the Defendant's submission that a consistent line of judicial precedent as cited above solidly affirms this Court's jurisdiction over disputes of this nature as stated in the precedent cases quoted above. That



the Courts have utilized the predominant purpose test and stated again and again that the jurisdiction lies at the Environment and Land Court (ELC) where the transaction is predominantly for land.

12. The Plaintiff found fault with the authorities cited by the Defendant and stated that none of the authorities cited by the Defendant from the Court of Appeal specifically ousted the jurisdiction of the ELC to deal with contracts relating to the purchase of land or choses in action relating to land. Thus, it is their submission that the Defendant's assertion that the cause of action is purely contractual is misconceived since it overlooks the inseparable nexus between contractual obligations and the development, use and occupation of the suit property as demonstrated by the authorities cited above.
13. It is therefore clear according to the Plaintiff that the dispute falls squarely within the jurisdiction of the Land and Environment Court.
14. The second issue was the one on locus standi where the Plaintiff claims that contra to the argument by the Defendant that the Plaintiff lacks locus standi, he submits that this is not a pure point of law. That it ignores the law governing Common Properties under the [Sectional Properties Act](#).
15. According to the Plaintiff, they are the duly incorporated management company for Mhasibu Bustani and therefore the failure of the Defendant to complete the contracted work for use and occupation of the suit properties, prejudices the interest of the proprietors that the Plaintiff represents.
16. That the suit property, shared common areas and infrastructure falls within the ambit of the [Sectional Properties Act](#), No. 21 of 2020 which confers legal standing upon management companies like the Plaintiff. That Section 18(1) addresses this issue of locus by providing as follows:

“18(1) The Corporation shall be capable of suing and being sued in its corporate name and of doing anything that a body corporate may do.”
17. The Plaintiff submits that infrastructural obligations at the heart of the suit properties are the essence of the “common property” the Plaintiff is required to control and manage and therefore they have locus to institute this suit to fulfill their statutory duties to protect the interests of the proprietors that they represent.
18. As a matter of fact, the Plaintiff submits that the Defendant engaged with the Plaintiff in a meeting on 4/05/2023 to resolve the infrastructural issues demonstrating the Defendant's recognition of the Plaintiff's legitimate representative role to negotiate on behalf of the proprietors. Therefore, the Defendant is estopped from asserting that the Plaintiff is a “stranger to the matter at hand”. That in fact the law does not permit a party to a matter to approbate and reprobate.
19. It is the Plaintiff's submission that the matter of locus standi cannot be determined in limine since there are contested facts.
20. The Plaintiffs referred to the cases of *Hassan v Kitonga & 2 Others* (Environment & Land Case No. 218 of 2023), *Mukisa Biscuits Manufacturing Co. Ltd vs West End Distributors Ltd* (1969) EA 696. The Plaintiff reiterated that a Preliminary Objection must be on a pure point of law which the instant Preliminary Objection is not since there are contested facts.
21. From the foregoing, the Plaintiff submitted on the third issue that the Plaintiff's suit is not misconceived and incompetent as averred by the Defendant. That the Plaintiff has set out a cause of action and it is therefore a competent suit making competent claims under the law. That any disputes regarding the factual basis of the Plaintiff's claim require evidence and a full hearing not a Preliminary Objection. The Plaintiff has urged the Court to dismiss the objection with costs to the Plaintiff.



22. On their part the Defendants filed their written submissions dated 6/11/2025 and submitted that according to them as was espoused in the Supreme Court's rendition in *Aviation & Allied Workers Union Kenya vs Kenya Airways Limited & 3 Others* [2015]eKLR the Preliminary Objection filed has raised a pure point of law just like it was stated in *Mukisa Biscuit* (supra)
23. According to the Defendant, the facts pleaded by the parties are correct and are not in contest and therefore the Court should be able to draw inferences of pure points of law. That the legal framework espoused in Article 162 (2) of *the Constitution* read with Section 13 of the ELC Act clearly indicated the jurisdiction of the ELC Court.
24. The Defendant submits that a careful scrutiny of the pleadings reveal that the Plaintiff does not seek enforcement of any proprietary rights, nor contest the title, use or occupation of land but it seeks contractual performance with respect to alleged infrastructural developments. Thus, the purpose of the suit is to obtain infrastructural development which is not connected to use and occupation of land.
25. The Defendant also submitted that although Section 13 of the ELC Act does not have a specific definition for the meaning of what relates to the use of land, the Courts have in their decisions determined this. He referred to the case of *Co-operative Bank of Kenya Limited vs Patrick Kangethe Njuguna & 5 Others* [2017]eKLR, *Muturi & Another vs Diamond Trust Bank Kenya Limited* [2024] KEELC 6167 (KLR), *Suzanne Achieng Butler & 4 Others vs Redhill Heights Investments Limited & Another* [2016]eKLR, *Madara & 2 Others vs Chite & Another* (2023)KEHC; *Dragon Agencies Limited vs Advent Valuers Limited* (2024) KEHC; and *Agricultural Finance Corporation vs Lengetia Limited & Jack Mwangi* [1985]eKLR among others.
26. The Defendant also referred to Black's Law Dictionary 9th Edition in defining the word use and they further submitted that contracts ought to be incidental to the "use" of land. At the same time the Defendant took issue with the Plaintiff's authorities and especially Suzanne Achieng Butler on the issue of jurisdiction terming the Plaintiff's application to be a misapplication of the said case.
27. Further the Defendant stated that at paragraph 2 of the Plaint, the Plaintiff admitted being in charge of the infrastructural installations which for the Defendant is primarily a task that is under the commercial jurisdiction. That as a matter of fact, the Plaintiff essentially removes itself even from the predominant purpose test since he never entered into a contractual; relationship with the Defendant thus there is no disposition of interest to the suit property. Thus, there is want of privity to the contract.
28. The Defendant scoffs at the identity of the Plaintiff and submits that whereas a corporation was envisaged under Section 17 of the *Sectional Properties Act*, the said body is one registered by the Registrar of Lands upon registration of a sectional plan and that the pleadings of the Plaintiff reveal that it is not such a corporation.
29. In the end the Defendant concluded that the claim is entirely commercial and does not invoke any dispute concerning the use, occupation or title to land and accordingly the Preliminary Objection should be upheld and the suit struck out with costs for want of jurisdiction.

Analysis and Determination

30. This being a Preliminary Objection, then it has to fall within the parameters of such objection as was set out in *Mukisa Biscuits Ltd Vs West End Distributors Ltd* (Supra) where it was held as follows:-

“So far as I am aware, a Preliminary Objection consists of a point of law which has been pleaded, or which arises by clear implication out of pleadings, and which if argued as a preliminary point may dispose of the suit. Examples are an objection to the jurisdiction of



the Court, or a plea of limitation, or a submission that the parties are bound by the contract giving rise to the suit to refer the dispute to arbitration.”

31. In *Oraro vs Mbaja* 2005 1 KLR 141 the Court described a Preliminary Objection as follows;

“A ‘Preliminary Objection’, correctly understood, is now well identified as, and declared to be a point of law which must not be blurred with factual details liable to be contested and in any event, to be proved through the process of evidence. Any assertion which claims to be a Preliminary Objection and yet it bears factual aspects calling for proof, or seek to adduce evidence for its authentication is not, as a matter of legal principle, a true Preliminary Objection which the Court should allow to proceed.”

32. On the same issue, in *Avtar Singh Bhamra & Another vs. Oriental Commercial Bank, Kisumu High Court Civil Case NO. 53 of 2004*, the Court held that:

“A Preliminary Objection must stem or germinate from the pleadings filed by the parties and must be based on pure points of law with no facts to be ascertained.”

33. Upon reading the Preliminary Objection as well as the rival submissions of the parties herein, the Court is satisfied that the following issues as framed shall adequately deal with the objections raised to wit:-

- a. Whether this Court has jurisdiction to entertain this suit;
- b. Whether the Plaintiff has locus standi to institute, maintain and prosecute this suit;
- c. Who shall bear the costs?

34. In *Samuel Kamau Macharia & Another –Vs- Kenya Commercial Bank Limited & 2 Others* [2012] eKLR, the Supreme Court stated the following on jurisdiction:

“68) A Court’s jurisdiction flows from either *the Constitution* or legislation or both. Thus, a Court of law can only exercise jurisdiction as conferred by *the Constitution* or other written law. It cannot arrogate to itself jurisdiction exceeding that which is conferred upon it by law. We agree with counsel for the for first and second Respondents in his submission that the issue as to whether a Court of law has jurisdiction to entertain a matter before it, is not one of mere procedural technicality; it goes to the very heart of the matter, for without jurisdiction, the Court cannot entertain any proceedings.”

35. Article 162(2)(b) of *the Constitution* of Kenya vests this Court with jurisdiction over disputes relating to the environment, the use and occupation of, and title to land. This is expounded in Section 13 of the *Environment and Land Court Act*, which stipulates as follows:

“13. Jurisdiction of the Court

1. The Court shall have original and appellate jurisdiction to hear and determine all disputes in accordance with Article 162(2)(b) of *the Constitution* and with the provisions of this Act or any other law applicable in Kenya relating to environment and land.
2. In exercise of its jurisdiction under Article 162(2)(b) of *the Constitution*, the Court shall have power to hear and determine disputes—



- i. relating to environmental planning and protection, climate issues, land use planning, title, tenure, boundaries, rates, rents, valuations, mining, minerals and other natural resources;
 - ii. relating to compulsory acquisition of land;
 - iii. relating to land administration and management;
 - iv. relating to public, private and community land and contracts, choses in action or other instruments granting any enforceable interests in land; and
 - v. any other dispute relating to environment and land.
 3. Nothing in this Act shall preclude the Court from hearing and determining applications for redress of a denial, violation or infringement of, or threat to, rights or fundamental freedom relating to a clean and healthy environment under Articles 42, 69 and 70 of *the Constitution*.
 4. In addition to the matters referred to in subsections (1) and (2), the Court shall exercise appellate jurisdiction over the decisions of subordinate Courts or local tribunals in respect of matters falling within the jurisdiction of the Court.”
36. In determining whether a particular case is a dispute about land and is properly before the Environment and Land Court or not, the Court shall apply the pre-dominant purpose test as persuasively stated in the case of *Suzanne Butler & 4 Others vs Redhill Investments & Another* (supra), where the Court held that:
- “When faced with a controversy whether a particular case is a dispute about land (which should be litigated at the ELC) or not, the Courts utilize the Pre-dominant Purpose Test: In a transaction involving both a sale of land and other services or goods, jurisdiction lies at the ELC if the transaction is predominantly for land, but the High Court has jurisdiction if the transaction is predominantly for the provision of goods, construction, or works. The Court must first determine whether the pre-dominant purpose of the transaction is the sale of land or construction. Whether the High Court or the ELC has jurisdiction hinges on the predominant purpose of the transaction, that is, whether the contract primarily concerns the sale of land or, in this case, the construction of a townhouse. Ordinarily, the pleadings give the Court sufficient glimpse to examine the transaction to determine whether sale of land or other services was the predominant purpose of the contract. This test accords with what other Courts have done and therefore lends predictability to the issue.”
37. *The Constitution* itself is clear that matters relating to land can only be determined before this Court, as is further informed by Section 13 of the ELC Act. Going by the *Plaint*, the Plaintiff bought the suit property from the Defendant who had advertised the same to be serviced plots and that they were part of a gated community with controlled development and that the purchase price included all the services mentioned at paragraph 7 of the *plaint*.
38. The issues raised by the Plaintiff cannot be severed to be heard by the High Court and the ELC Court. The reliefs sought by the Plaintiff are centred around ownership, use and occupation of the properties



located within Ruiru excised into 175 plots measuring 0.25 acres from THETA THETA Block 4 on land LR 112874 & LR 11285/7 of the property known as L.R. No. 1866/14 as well as transfer of the resultant plots to the members of the Plaintiff. These reliefs are of such a nature that they can only be issued and/or obtained from this Court, and this Court is guided by the case of Paul Nderi Warui & 24 others vs Chrysogon Wang'ondou Nduhiu & 3 others (2021) eKLR where it was held that:-

“ 10. As indicated in paragraph 1 of the ruling, the Plaintiffs are seeking various reliefs in relation to the parcels of land which are said to have been irregularly and fraudulently alienated by the 1st and 2nd Defendants. The mere fact that the properties were initially owned by the company does not necessarily remove the case from the preview of Section 13 of the Environment and Land Court Act and make it a commercial dispute. The law recognizes that even limited companies are capable of holding land which can be the subject of legal disputes. The Court is of the opinion that a suit claiming a declaration that the sale and transfer of the various suit properties was illegal and an order for cancellation of the 3rd Defendant's title squarely falls within Section 13 (2)(e) of the Environment and Land Court Act as “any other dispute” relating to land.”

39. Ultimately, it is clear that the dispute revolves around land. Therefore, in line with the predominant purpose test, this Court is clothed with the requisite jurisdiction to hear and determine it.

40. Closely tied to jurisdiction is the question of locus standi, which is defined as the right to bring an action or to be heard in a given forum. The Defendant has submitted that the Plaintiff has no locus standi or capacity to institute, maintain and prosecute this suit. The Defendant claim that this is because the Plaintiff did not enter into a contract with Defendant and that it is not the company anticipated under the Act. And as a result, they urge that the suit is incompetent and should be dismissed. In the case of Law Society of Kenya vs Commissioner of Lands & 2 Others [2001] eKLR, the Court held that :-

“ ... Locus-standi signified a right to be heard. A person must have a sufficiency of interest to sustain his standing to sue in a Court of law. That was the holding in BV Narayana Reddy –vs- State of Kamataka Air (1985) Kan 99, 106 (The Constitution of India, ARD 226). I adopt the same as a correct proposition of the law and I so hold.”

41. Further in the case of Alfred Njau & 5 Others vs City Council of Nairobi [1983]eKLR, the Court also held that:-

“ The term locus standi means a right to appear in Court and, conversely, as is stated in Jowitt's Dictionary of English Law, to say that a person has no locus standi means that he has no right to appear or be heard in such and such a proceeding. Therefore, the effect of the judge's finding here, which was made after hearing the evidence, and not treated as an isolated issue, the latter course being disapproved in the particular circumstances of that case by the House of Lords in IRC v National Federation of Self Employed and Small Businesses Ltd (supra), was that the appellant had no right to bring or to appear in this suit against the Council.”

42. Undoubtedly, locus standi is the right to appear and be heard in Court or other proceedings and literally, it means ‘a place of standing’. If a party is found to have no locus standi, then it means they cannot be heard even if they have a prima facie case. Locus Standi also touches on the jurisdiction of the Court, in that if the Plaintiff lacks locus standi, the Court lacks jurisdiction to determine the matter before it. Consequently, such a finding may dispose of the suit, as is the nature of a Preliminary



Objection, without the Court having to resort to ascertaining the facts from elsewhere apart from looking at the pleadings alone. See also *Mumo Matemu vs Trusted Society of Human Rights Alliance & 5 Others* (2014)eKLR; and *Rajesh Pranjivan Chudasama vs Sailesh Pranjivan Chudasama* (2014) eKLR).

43. Although not standard procedure to consider documents outside pleadings in determining a Preliminary Objection, the Court has also considered the authority of *Wilmot Mwadilo, Edwin Mwakaya, Amos Nyatta & Patrick Mbinga vs Eliud Timothy Mwamunga & Sagalla Ranchers Limited* (2017)eKLR, where it was held that:-

“26. A close reading of the instant Defendant’s Preliminary Objection relating to the locus standi of the Plaintiffs herein, this Court is only limited to establishing whether or not they have satisfied this Court if they are members of the Affected Party and if they are not, that the shares in the Affected Party have been transferred or transmitted to them by operation of law.

27. As was rightly pointed out by the Plaintiffs, a Court ought not to examine and pore over documents before hearing and determining the substantive matter with a view to striking out the proceedings in limine. Indeed, Article 50 of *the Constitution* of Kenya, 2010 provides that every person has a right to access a Court of law for the determination of a dispute. Notably, Article 159(2)(d) of *the Constitution* of Kenya also mandates Courts to administer justice without undue regard to procedural technicalities.

28. However, this Court was tasked with duty of determining whether or not the Plaintiffs’ failure to demonstrate that had locus standi to institute the proceedings herein, if at all, was a defect that could be overlooked so that the Court could delve into the merits or otherwise of their derivative action against the Defendant, who is a majority shareholder of the Affected Party.

29. Indeed, as the issue of the locus standi of the Plaintiffs goes to the root of the matter, poring over and examining of their documents cannot be avoided as this Court will have to be satisfied that they had jurisdiction to institute the proceedings herein. Indeed, no busy bodies ought to be permitted to occupy the Court’s time if indeed they are not closely related to a matter. Judicious time is precious and must be guarded jealously.”

44. It is however the Plaintiff’s claim that it has locus standi and that it seeks Judgment for what is required for use of the suit property.

45. In the instant suit the Plaintiffs claim to be a Chairman and the Secretary of the Plaintiff’s Company whose members entered into a contract with the Defendant on sale of its property. The Plaintiff is not a party to the Sale Agreement. Its claim is stemming from the fact that it is the legally registered management entity incorporated to oversee the administration, maintenance and overall management of the suit property bought by the members of Plaintiff company from the Defendant.

46. A Company resolution dated 14/03/2025 was filed vide the Verifying Affidavit and a copy of the CR 12 which Dennis Ileri as a Director and the Resolution shows that Rebecca is the Secretary of the Plaintiff.



47. It is trite that the onus rests on the person instituting proceedings to allege and provide locus standi. Locus standi is divorced from the substance of a party's case and is a question to be decided at the outset before the merits are considered. It is an essential element of every case.
48. The Plaintiff/Respondent is acting not in its own capacity but in the interests of a group of its members who are affected by the decision of the Defendant of not completing the infrastructural developments as was agreed. The Plaintiff is thus acting in the public interest of its members. Therefore, the question of locus standi is determined well through the representative suit. The question of whether or not the Plaintiff is who it claims to be can only be determined at the hearing, where the Defendant will have an opportunity to provide evidence to prove that the Plaintiff is not who they claim to be.
49. Now, a suit seeking a declaration of a fundamental breach of contractual obligations regarding infrastructure development on a suit property generally falls under the jurisdiction of the Environment and Land Court (ELC) in Kenya.
50. As already discussed, the determining factor is the "predominant purpose test". The ELC has the mandate to hear and determine disputes related to the use and occupation of, and title to land, including contracts that grant enforceable interests in land.
51. The dispute in this suit is intricately tied to infrastructure development on a specific suit property, directly involving the "use" and potentially the "title" or "tenure" of the land. The ELC Act explicitly grants the ELC power to hear and determine disputes related to:
- i. Land use, planning, title, tenure and boundaries.
 - ii. Public, private, and community land and contracts or other instruments granting any enforceable interests in land.
52. Therefore, even though the action involves a "contract", the subject matter is land-specific infrastructure development, making the ELC the appropriate forum. In the case of infrastructure development, the contract is intrinsically linked to the physical land, its use and potential environmental impacts.
53. Further, the Environment and Land Court has exclusive jurisdiction over disputes concerning the environment and land use, occupation and title. This is supported by several legal provisions:
- i. Article 162(2)(b) of *the Constitution* established the ELC for disputes related to the environment and land use, occupation, and title.
 - ii. Section 13(2)(d) of the ELC Act grants the Court power to hear disputes concerning "contracts, choses in action or other instruments granting any enforceable interests in land".
 - iii. Section 150 of the *Land Act* affirms the ELC's jurisdiction over disputes concerning land under that Act.
54. Therefore, it is my opinion supported by the above constitutional and statutory provisions that a contract for infrastructure development on land is inherently related to the use and occupation of that land and creates an enforceable interest in it. Such a dispute is within the ELC's jurisdiction, as it involves land use and potentially environmental considerations.
55. Consequently, the Preliminary Objection challenging the ELC's jurisdiction is unmerited, as the ELC is the appropriate Court for disputes primarily concerning land, even if based on a contract.



Determination

56. The upshot of all this is that the Notice of Preliminary Objection dated 26/05/2025 fails; the same is dismissed with costs to the Plaintiff. Parties shall proceed to take directions on the expeditious disposal of the suit.

Further Order

57. Parties to go for Pre-trial Conference before the Deputy Registrar on 19/03 2026.

It is so ordered.

DATED, SIGNED AND DELIVERED VIRTUALLY AT THIKA THIS 26TH DAY OF JANUARY, 2026 VIA MICROSOFT TEAMS.

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MOGENI J

JUDGE

In the presence of:

Mr. Wamae holding brief for Ms. Githogori for the Plaintiff

Mr. Lubeto for the Defendant

Mr. Melita – Court Assistant

