



Towson Holdings Limited v Sahson Construction Limited (Environment and Land Case E187 of 2023) [2026] KEELC 172 (KLR) (27 January 2026) (Ruling)

Neutral citation: [2026] KEELC 172 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT AND LAND CASE E187 OF 2023
CG MBOGO, J
JANUARY 27, 2026**

BETWEEN

TOWSON HOLDINGS LIMITED PLAINTIFF

AND

SAHSON CONSTRUCTION LIMITED DEFENDANT

RULING

1. On 1st July 2025, the parties agreed to canvass prayer (c) and (f) of the plaint dated 29th May, 2023 through filing written submissions. In the plaint dated 29th May, 2023 the plaintiff is seeking judgment against the defendant for:-
 - a. KShs. 8,898,665.00/- being the amount of money to be used by the plaintiff to reinstate the plaintiff's perimeter wall to its original state.
 - b. In the alternative to (a) above, the defendant be directed to rebuild the plaintiff's perimeter wall to its original state in no more than four (4) months from the date of judgment; and under the supervision of the plaintiff's own structural engineer whose costs shall be met by the defendant.
 - c. Special damages be awarded to the plaintiff for a sum of KShs. 160,000.00/- being the amount spent by the plaintiff in procuring all the needed experts reports.
 - d. The suit property's perimeter wall be erected in its initial and original boundary line before the alienation of the plaintiff's property through erosion was done.
 - e. General damages for the harm caused by the defendant.
 - f. Costs of the suit and interest thereof.
 - g. Any other or better relief this honourable court deem fit to grant.



2. Prayers (c) and (f) were canvassed through written submissions. The plaintiff filed its written submissions dated 14th July 2025. The defendant filed its written submissions dated 9th October 2025.
3. I have carefully considered the submissions made by the parties herein. The issue for determination is whether the plaintiff is entitled to special damages and costs of the suit.
4. In the plaint dated 29th May, 2023, the plaintiff pleaded that the defendant requested that it be allowed to pull down the perimeter wall of the suit property to undertake development of the adjacent property being plot no. LR 209/376/12. That in an agreement dated 22nd September, 2018, the defendant agreed to rebuild the perimeter wall back to its original state and retribute the plaintiff for any damages that would arise as a result thereof. The plaintiff pleaded particulars of actual harm, loss, negligence on the part of the defendant as a result of the said inactions.
5. I have perused the pleadings herein, and I note that the dispute arises out of the defendant's harm and negligence caused during the rebuilding of the plaintiff's perimeter wall. The plaintiff submitted that it incurred costs towards repairs amounting to Kshs.202,100/-. On the other hand, the defendant submitted that this court lacks jurisdiction to the extent the claim is founded on harm, loss and negligence.
6. To begin with, the amounts claimed as special damages are outside the pecuniary jurisdiction of this court and can only lie with the magistrates court. More importantly, the cause of action is founded on claims of negligence, loss, and harm, and does not in any way deal with any interest of the suit property. The plaintiff went further to submit in detail on the prayer for general damages which it had initially abandoned. The defendant further maintained that this court cannot grant remedies or damages for causes of actions which is outside the jurisdiction of the court.
7. From the above, besides the jurisdiction of this court being ousted by the monetary claim, it is my finding that the cause of action is founded on the alleged acts of the defendant who had undertaken to rebuild the perimeter wall, and the same is not within the jurisdiction of this court. This matter should therefore be placed before the appropriate court for determination. This court cannot pronounce itself on the two prayers for the reasons stated above. The orders commending issuance is the transfer of this file to the magistrate's court for hearing and determination on a priority basis.

It is so ordered.

DATED, SIGNED & DELIVERED VIRTUALLY THIS 27TH DAY OF JANUARY, 2026.

HON. MBOGO C.G.

JUDGE

27/01/2026.

In the presence of:

Ms. Vena Aron - Court assistant

Ms. Makena for the Defendant

No appearance for the Plaintiff

