



**Nassoro v Korana & another (Land Case E068 of 2025)
[2026] KEELC 1296 (KLR) (2 March 2026) (Ruling)**

Neutral citation: [2026] KEELC 1296 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MALINDI
LAND CASE E068 OF 2025
FM NJOROGE, J
MARCH 2, 2026**

BETWEEN

AMINA ABDALLA NASSORO PLAINTIFF

AND

**GEORGE MUYE KORANA & ANOTHER & ANOTHER &
ANOTHER DEFENDANT**

RULING

The Application

1. The Notice of Motion dated 19th June 2025 is seeking an injunction to restrain the first defendant from in any manner interfering with the property known as Kilifi/Vipingo Trading Center/1920 (hereinafter also referred to as “the suit land”) pending the hearing and determination of the suit. The motion is supported by the sworn affidavit of the plaintiff.
2. The grounds upon which the motion has been brought are as follows: the plaintiff’s uncle was issued with a letter of offer over the suit property in the year 2018, and he transferred the same to the plaintiff’s father in 2009 in consideration of love and affection; the plaintiff’s father subsequently transferred the property to her for valuable consideration. The plaintiff secured development permission and extensively developed the land. The development project about 5 years during which the 1st defendant did not demur. However, the first defendant has now claimed the land in a demand letter dated 3rd April 2025. The defendant holds title over the suit land which the plaintiff labels as fraudulent and obtained in collusion with the second defendant. It is claimed that the first defendant’s purported claim over the suit property is a violation of the plaintiff’s right to acquire use and enjoy property as envisaged by *the constitution*.



Reply Of The First Defendant

3. The first defendant filed an affidavit dated 30th July 2025 in response to the motion. The gist of that affidavit is that the suit land belongs to him, having been issued with a title deed to the same; that the documents filed by the plaintiff in support of application do not correspond well and therefore do not support her case, and that in any event plot number 212 mentioned in the letter of offer cannot be the same as plot number 1920, and that they are two distinct plots. He denies that the plaintiff could ever have bought the suit land from her father who according to him has never been the owner thereof. He averred that the plaintiff, her father and her uncle are not, and have never been, residents of the Vipingo area. He accused the plaintiff of grabbing his plot. He prays that the application be struck out with costs.
4. The plaintiff filed written submissions dated 27th October 2025 while the defendant filed his dated 14th October 2025. This court has considered both sets of submissions in the preparation of this ruling.
5. The issue that arises for determination in the present application is whether an injunction ought to issue restraining any interference by the first defendant with the plaintiff's ownership, occupation and activities on the suit land.
6. The principles for the grant of an interim injunction are that an applicant must establish a prima facie case, what are there must be risk of irreparable loss and damage to be suffered if the orders are not granted; in addition, where the court is in doubt regarding the first two limbs of the test set out above, it may determine the application before it on a balance of convenience.
7. In the present case the plaintiff has no registered title to the suit land but she has erected a massive project on the suit land on the basis that the land was sold to her by her father. During the period of construction, the defendant never asked the plaintiff anything about why she was constructing on the suit land. Title in the name of the first defendant was issued very recently, on 10th December 2024, yet the plaintiff claims that she has been carrying on her project for the last five years or so. No antecedents to the issuance of title in the first defendant's name have been attached to the reply affidavit of the 1st defendant to demonstrate how he came to acquire his title, while the plaintiff as exhibited a letter of offer to Said Mohamed Ali, dated 31st March 2008 and an informal transfer of land dated 8th August 218 (which she refers to as an agreement for sale) and ground verification report dated 11th August 2020 which states that the owner has been in continuous occupation thereof. It is noteworthy that the 1st defendant does not claim such occupation and does not demonstrate by affidavit evidence the manner in which he could have been dispossessed by the plaintiff. Approvals needed for the construction of the project appear to have been obtained from the National Environment Management Authority as well as in the County Government of Kilifi and copies thereof are exhibited.
8. Upon consideration of all the evidence provided at this interlocutory stage so far, this court finds that the plaintiff has established a prima facie case. As she has erected a massive development on the suit property the court also finds the she would suffer a great amount of loss were the interim orders sought not issued.
9. In the circumstances I grant the application dated 19th June 2025 in terms of prayer number 3 thereof. The costs of the application shall be in the cause. The plaintiff shall file her trial bundle within 21 days from today and the defendant within 21 days from the expiry of the period granted to the plaintiff, and the matter shall be set down for a mention on 27th May 2026 for issuance of a hearing date.

DATED, SIGNED AND DELIVERED AT MALINDI ON THIS 2ND DAY OF MARCH 2026.

MWANGI NJOROGE,



JUDGE, ELC, MALINDI.

