



REPUBLIC OF KENYA



**KENYA LAW**  
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**Kenya Farmers' Association v National Land Commission & 2 others (Environment and Land Case E008 of 2023) [2026] KEELC 1131 (KLR) (25 February 2026) (Judgment)**

Neutral citation: [2026] KEELC 1131 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT KAKAMEGA  
ENVIRONMENT AND LAND CASE E008 OF 2023  
A NYUKURI, J  
FEBRUARY 25, 2026**

**BETWEEN**

**KENYA FARMERS' ASSOCIATION ..... PLAINTIFF**

**AND**

**NATIONAL LAND COMMISSION ..... 1<sup>ST</sup> DEFENDANT**

**DISTRICT LAND REGISTRAR ..... 2<sup>ND</sup> DEFENDANT**

**JAMES MACHARIA GITU ..... 3<sup>RD</sup> DEFENDANT**

**JUDGMENT**

**Introduction**

1. Vide a plaint dated 22<sup>nd</sup> August 2023, the plaintiff sought the following orders against the defendants;
  - a. A declaration that the plaintiff has a first right of refusal to renew the lease over that property known as Kakamega Town/ Block III/28.
  - b. A declaration that the allocation of that property known as Kakamega Town/ Block III/28 to the 3<sup>rd</sup> defendant and the 3<sup>rd</sup> defendant's subsequent registration as the proprietor of the property was procured through fraud and the same did not comply with the prescribed procedure.
  - c. An order cancelling the 3<sup>rd</sup> defendant's registration as the proprietor of that property known as Kakamega Town/ Block III/28.
  - d. A permanent injunction restraining the defendants either by themselves, their agents, servants, employees, or otherwise howsoever from dealing with all that parcel of land known as Kakamega Town/ Block III/28 in any manner whatsoever unless the plaintiff's rights over the property are lawfully extinguished.



- e. An order compelling the 1<sup>st</sup> defendant to consider the plaintiff's application for renewal of the lease according to the law.
  - f. Costs of this suit with interest.
  - g. Any other or further relief this Honourable Court may deem fit to grant.
2. The plaintiff averred that it is the successor in title to Kenya Grain Growers Co-operative Union Limited and that at all material times it was the registered proprietor of the parcel of land known as Kakamega Town/ Block III/28 measuring approximately 0.194 Ha (hereinafter referred to as the suit property), having been registered as such on 10<sup>th</sup> January 1986 for the remainder of the term of 33 years from 1973.
  3. That the term of the lease of the suit property expired in the year 2006 and the plaintiff continued being in possession and paying rates. That in 2022, the plaintiff instructed its advocate to commence the process of renewing the lease. That it learnt in November 2022 that some unscrupulous persons were in the process of transferring the suit property to themselves which led the plaintiff to place a restriction on the suit property.
  4. That without according the plaintiff an opportunity to be heard, the 1<sup>st</sup> and 2<sup>nd</sup> defendants fraudulently, illegally and unprocedurally allocated the suit property to the 3<sup>rd</sup> defendant. That the plaintiff lodged a complaint with the 1<sup>st</sup> defendant only to see the 3<sup>rd</sup> defendant placing building materials on the suit property.
  5. Both the 1<sup>st</sup> and 2<sup>nd</sup> defendants entered appearance but did not file defence.
  6. The 3<sup>rd</sup> defendant filed defence dated 31<sup>st</sup> August 2023. He denied the plaintiff's claim and stated that he is the registered lessee of the suit property. Further that he procedurally renewed the lease of the suit property with the consent of the 1<sup>st</sup> and 2<sup>nd</sup> defendants. Further that the plaintiff failed to disclose that there is KAKAMEGA MCL&E CASE No. E 182 OF 2023 which is yet to be determined. That the suit was frivolous and an abuse of the court process.
  7. The matter proceeded by way of viva voce evidence. Both the plaintiff and the 3<sup>rd</sup> defendant presented one witness each.

### **Plaintiff's evidence**

8. PW1 was Joseph Kibet Towett, the plaintiff's internal auditor. He adopted his witness statement dated 3<sup>rd</sup> May 2024. His testimony was that the plaintiff was a successor in title to the Kenya Grain Growers Co-operative Union Limited and got registered as proprietor of the suit property on 23<sup>rd</sup> December 1985 and was issued with certificate of lease in 1986. That the term of the lease expired in 2006 and that he continued in possession of the suit property.
9. That on 21<sup>st</sup> November 2022 he was informed that there was a person with intention to have themselves registered as lessee of the suit property which resulted in him placing a restriction on the title thereof. That he applied for renewal of lease and is currently paying rates. That without affording the plaintiff opportunity to be heard, the 1<sup>st</sup> and 2<sup>nd</sup> defendants allocated the suit property to the 3<sup>rd</sup> defendant fraudulently and unprocedurally. That the procedure for allocation of public land was not followed.
10. He also averred that on 10<sup>th</sup> August 2023, he lodged a complaint over the matter with the 1<sup>st</sup> defendant. That on 19<sup>th</sup> August 2023, the 3<sup>rd</sup> defendant began depositing building materials on the suit property. That a report to the police was made and the 3<sup>rd</sup> defendant was charged vide Kakamega MCCR/ E1633/2023. That the defendants have concealed the illegal allocation by altering records at the lands



office. That on realizing the fraud in favour of the 3<sup>rd</sup> defendant, the 2<sup>nd</sup> defendant issued notice of intention to rectify the register dated 23<sup>rd</sup> August 2023 to the 3<sup>rd</sup> defendant.

11. He produced certificate of change of name; certificate of lease of the suit property; certificate of search; receipt for registration of restriction; letter dated 22<sup>nd</sup> November 2022; rates demand notices; rates payment deposit slips; rates payment receipts; letter dated 10<sup>th</sup> August 2023; courier waybill; photographs; certificate of official search; charge sheet; extract of title; notice of intention to rectify register and documents in Kakamega CMELC NO. E182 OF 2023.
12. On cross examination, he stated that he was employed by the plaintiff as an auditor in 1990. That he had never been on the suit property. That the register of the suit property was opened on 28/12/1974. That the lease was issued on 10/01/1986 and was for 33 years from 1/3/1973. That since allocation the suit property has not been developed. That at the time the 3<sup>rd</sup> defendant sought rectification, the lease had expired. That the 3<sup>rd</sup> defendant's lease was issued on 30/05/2023, 17 years after lapse of the lease. That marked the close of the plaintiff's case.

### **3<sup>rd</sup> defendant's evidence**

13. DW1 was James Macharia Gitu. He adopted his witness statement dated 31/8/2023. His testimony was that he was allocated the suit property by the 1<sup>st</sup> defendant and complied with the terms in the letter of allocation. That he is the registered owner thereof. That he was not privy to the plaintiff's interest in the suit property. That he has been in continuous possession of the suit property until recently when he wanted to develop it. That he enjoys indefeasible title thereto.
14. He produced certificate of lease, allotment letter dated 3<sup>rd</sup> July 1998, beacon certificate; letters for the land administration; lease instrument; official search; receipts for rates payments and pleadings in Kakamega CM ELC CASE NO. 182 OF 2023.
15. On cross examination, he stated that he was allocated the suit property on 3<sup>rd</sup> July 1998 as shown in the allocation letter. That he applied for the plot and the Government gave it to him. That he does not know if the Government advertised the land as available for allocation. That he was not aware at the time of allocation that the plaintiff's lease was subsisting. That the plaintiff's certificate of lease expired in 2006.
16. He also informed court that when he was allocated the suit property, the plaintiff's lease was still valid. That he paid for the moneys in the allotment letter on 1<sup>st</sup> March 2022. That he had been paying rates and the initial payments for rates made were on 13<sup>th</sup> July 2023. That he received the allotment letter in 2022. That he applied for the land in 2022 but the allotment letter was dated 1998. That he was not served with notice to rectify the register. That marked the close of the 3<sup>rd</sup> defendant's case.
17. As no evidence was presented by the 1<sup>st</sup> and 2<sup>nd</sup> defendants, their respective cases were also closed.
18. Parties filed written submissions in support of their respective cases. On record are submissions filed by the plaintiff dated 20<sup>th</sup> June 2025 and those by the 3<sup>rd</sup> defendant dated 27<sup>th</sup> June 2025; both of which this court has duly considered.

### **Plaintiff's submissions**

19. Counsel for the plaintiff submitted that the plaintiff had proved his case. He referred to section 5 (1) (a) of the [National Land Commission Act](#) and the case of Republic v Chairman National Land Commission & 5 others Ex parte Cordison International (K) Limited [2018] e KLR regarding the role of the NLC in allocation of public land.



20. Reliance was placed on section 12 of the *Land Act* on the manner of allocation of public land. Counsel argued that the basis for allocation of the suit property to the 3<sup>rd</sup> defendant was not demonstrated. Counsel maintained that the NLC was wrong in failing to notify the public of the allocation thereby depriving the plaintiff of an opportunity to comment on the allocation. Counsel submitted that the 3<sup>rd</sup> defendant's allotment letter predated the application for allocation and that therefore the root of the 3<sup>rd</sup> defendant's title was questionable.
21. Counsel argued that since the 3<sup>rd</sup> defendant's allotment letter shows that the term of his lease began on 1<sup>st</sup> July 1998, when the plaintiff's lease had not lapsed, the suit property was not available for allocation.
22. It was further submitted for the plaintiff that from the demand notices for rates, for 2022 and 2023, there were no rates arrears. Counsel also referred to section 13 of the *Land Act* on the lessee's preemptive rights as well as Rule 5 of the Land (Extension and Renewal of Leases) Rules, 2017 and the case of Remtone Holdings Company Limited v Mashukur Enterprises Limited & Another [2017] e KLR and submitted that allocation of the suit property to the 3<sup>rd</sup> defendant violated the law.
23. Counsel relied on section 26 of the *Land Registration Act* and the case of Jasbir Sing Rai & 3 Others v Tarlochan Singh Rai & 4 Others [2014] e KLR and submitted that the plaintiff was entitled to the orders sought together with costs

### **3<sup>rd</sup> defendant's submissions**

24. Counsel for the 3<sup>rd</sup> defendant submitted that the 1<sup>st</sup> defendant's allocation of the suit property to the 3<sup>rd</sup> defendant was procedural and lawful as the 3<sup>rd</sup> defendant obtained a clean root of title. Counsel argued that while the 3<sup>rd</sup> defendant explained how he obtained his title by producing relevant exhibits, the plaintiff's only document was the title, with no supportive documents. Counsel submitted that the exhibits produced by the 3<sup>rd</sup> defendant starting with allotment letter, letters from land administration office, receipts for rates payment, lease instrument and certificate of lease among other documents show a clean root of title. Counsel submitted that no such documents were produced by the plaintiff. To buttress their argument the court was referred to the case of In re Estate of Joseph Kiarie Mbugua (Deceased) [2019] e KLR and Chania Logistics Limited v Wathigo & 3 Others [2022] KEELC for the proposition that where there are two competing titles, the court ought to interrogate how each title was acquired.
25. It was submitted for the 3<sup>rd</sup> respondent that fraud has to be proved on a standard higher than on the balance of probability and reliance was placed on the case of R.G. Patel v Lalji Makanji [1957] EA 314. Counsel maintained that as the plaintiff's lease had expired in 2006, the land reverted to the Government as the radical owner and the Government had the sole discretion of renewing the plaintiff's lease or allocating it to other people, including the 3<sup>rd</sup> defendant. Counsel relied on the case of In re Estate of Joseph Mbugua (Deceased) and Suleiman Murunga v Nilestar Holdings Limited & Another [2014] e KLR.
26. Counsel contended for the 3<sup>rd</sup> defendant that the plaintiff had not developed the suit property at the time it was allocated to the 3<sup>rd</sup> defendant, and the allocation to the 3<sup>rd</sup> defendant had been done 17 years after the plaintiff's lease had expired. Counsel argued that the plaintiff's failure to develop the suit property shows that he was guilty of laches and his leasehold interest was rendered obsolete.
27. Counsel further argued that the plaintiff departed from its pleadings in the course of the trial. Counsel submitted that the plaintiff's pleading did not touch on allegations raised at the trial that at the time of allotment in 1998, the plaintiff's lease was still subsisting. Counsel argued that parties are bound by their pleadings and relied on the case of Raila Amollo Odinga & Another v IEBC & 2 Others (2017)



e KLR. Counsel also made a rejoinder to the plaintiff's submissions and argued inter alia that that plaintiff failed to prove fraud as against the 3<sup>rd</sup> defendant

### **Analysis and determination**

28. Having considered the pleadings, evidence and submissions, the single issue that arise for determination are
  - a. Who between the plaintiff and 3<sup>rd</sup> defendant is the lawful owner of the suit property
  - b. Whether the 3<sup>rd</sup> defendant lawfully acquired the suit property and
  - c. Whether the plaintiff is entitled to the orders sought.
29. In this matter, both the plaintiff and 3<sup>rd</sup> defendant have exhibited leases in respect of the suit property. The plaintiff's certificate of lease was issued on 10<sup>th</sup> January 1986 for a term of 33 years from 1<sup>st</sup> March 1973. Therefore, that lease expired on 1<sup>st</sup> March 2006. The 3<sup>rd</sup> defendant testified that in 2022 he applied to be allocated the suit property and that the allocation to him was made by the National Land Commission through a letter of allocation dated 3<sup>rd</sup> July 1998. He produced a certificate of lease issued to him on 31<sup>st</sup> May 2023. The same is in regard to a lease for a term of 99 years from 1<sup>st</sup> July 1998.
30. Article 40 (6) of *the Constitution* of Kenya protects the right to own and acquire property in respect only of lawfully acquired property.
31. Section 26 of the *Land Registration Act* provide for indefeasibility of title as follows;

“Certificate of title to be held as conclusive evidence of proprietorship

  - (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.”
32. Therefore, registration vests in a proprietor of land, absolute and indefeasible rights, unless there is proof that the acquisition of title was by fraud, misrepresentation, want of procedure, illegality or corruption.
33. In the case of *Dina Management Ltd v County Government of Mombasa & 5 Others* [2023] e KLR the Supreme Court of Kenya held that a title arising from an irregular or unlawful process is invalid, even if the registered owner obtained it in good faith.
34. Where a party alleges fraud, they ought to specifically plead and strictly prove the same. The standard proof of fraud is slightly higher than the standard required in ordinary civil cases of the balance of probability, but slightly lower than the standard of proof in criminal cases of beyond reasonable doubt. (See *Kinyanjui Kamau –vs George Kamau* [2015] e KLR)



35. The plaintiff's case herein is anchored on provisions of of the Land Act, particularly section 13 thereof as well as the Land (Extension and Renewal of Leases) Rules Legal Notice No. 281 of 2017.
36. Section 13 of the Land Act provides for the lessee's pre-emptive rights to allocation as follows;
13. Lessee pre-emptive rights to allocation
1. (1) Before the expiry of the leasehold tenure, the Commission shall—
    - (a) within five years, notify the lessee, by registered mail, of the date of expiry of the lease and inform the lessee of his or her pre-emptive right to allocation of the land upon application, provided that such lessee is a Kenyan citizen and that the land is not required by the national or county Government for public purposes; and
    - (b) if within one year the lessee shall not have responded to the notification, publish the notification in one newspaper of nationwide circulation.
  - (1A) Where a lease is not granted after an application under subsection (1), the Commission shall give the lessee the reasons for granting the lease, in writing.
  - (2) The Commission may make rules for the better carrying out the provisions of this section, and without prejudice to the generality of the foregoing, the rules may provide for the following—
    - (a) prescribing the procedures for applying for extension of leases before their expiry;
    - (b) prescribing the factors to be considered by the Commission in determining whether to extend the tenure of the lease or re-allocate the land to the lessee;
    - (c) the stand premium and or the annual rent to be paid by the lessee in consideration of extension of the lease or re-allocation of the land;
    - (d) other covenants and conditions to be observed by the lessee.
37. The Land (Extension and renewal of Leases) Rules provide inter alia for the procedure of renewal and extension of leases in regard to public land specifying the role of the National Land Commission, the Cabinet Secretary and or County Executive Committee Member in charge of land, as the case may be. It also provides what ought to be considered in regard to an application for extension or renewal of leases. Besides, the rights of the applicant seeking renewal or extension of a lease are also stated.
38. However, in the instant matter, the plaintiff's lease expired in 2006. The suit property is a town plot. The law applicable to the plaintiff's lease and which law was in force then concerning leaseholds of Government land was the repealed Government Lands Act Cap 280 Laws of Kenya. That Act, did not provide for renewal or extension of leases in respect of town plots. It only provided for extension, renewal and conversion to freehold of leases in regard to Agricultural Land. Therefore, no rules were in place in regard to extension and renewal of leases regarding town plots. Therefore, where a lease in respect of a town plot expired by effluxion of time, the land reverted to the radical landlord, the Government.
39. Section 71 of the Government Land Act provided that;
- “In the absence of special provisions to the contrary in a lease or licence under this Act, all buildings on Government lands leased or occupied under a licence, whether erected by



the lessee or licensee or not, shall, on the determination of the lease or licence, pass to the Government without payment of compensation.

Provided that, in the absence of any special provision to the contrary in the lease, in the case of a lease for a term not exceeding thirty years the lessee shall be at liberty within three months of the termination (otherwise than by forfeiture) of the lease to remove any buildings erected by him on the land leased during the currency of the lease, unless the president elects to purchase those buildings and in the event of disagreements as to the purchase price of the buildings, the same shall be determined by arbitration.”

40. Under section 130 of the said Act, the Government had the right to sue for recovery of possession of land whose lease had expired, where a previous lessee had without right continued in occupation of the land previously leased to them.
41. In view of the above provisions, the plaintiff's lease terminated on expiration of the term of the lease in 2006 and the land reverted to the lessor/radical landlord then, being the County Council of Kakamega and now the County Government of Kakamega.
42. In the present case, the lease having expired in 2006, section 13 of the *Land Act* and the provisions of the Land (Extension and renewal of leases) Rules Legal Notice No. 281 of 2017 did not apply. Therefore, no pre-emptive rights to allocation existed in favour of the plaintiff.
43. That notwithstanding, where the former lessee had complied with the terms of the lease including developing the plot, that created a legitimate expectation that his or her application for extension or renewal would be subjected to a fair and judicious consideration. That expectation did not mean that the lease must be extended or renewed or that the previous lessee had the first right to refuse to renew the lease. It only meant that their application for extension or renewal of lease would be accorded a fair consideration and where the extension or renewal is denied, the applicant was entitled to be given reasons for the same.
44. In the case of *Sehmi & Another v Tarabana Company Limited & 5 Others* (Petition NO. E033 OF 2023 [2025] KESC 21(KLR) (11 April 2025) (Judgment), the Supreme Court of Kenya held that a lessee had a legitimate expectation to have their lease extended, which meant that the applicant had a legitimate expectation to have their application considered fairly and to be informed in reasonable time of the decision. The court further held that if the authority of the National Land Commission to consider an application for extension and applications for other bona fide applicants is ousted, pre-emptive rights will have the undesired potential to convert leases over public land into absolute proprietorship.
45. In the present case, it is not disputed that the plaintiff did not for the entire period of the lease, develop the suit property. Grant of leases of public land is not meant for personal enrichment of the lessee, or for speculative purposes, but to benefit the economy and the country. It is done in public interest.
46. In the instant matter, the plaintiff's position was that in 2022, he instructed his advocate to commence the renewal process. I have considered his exhibits produced by the plaintiff and it is clear that there is no evidence that the plaintiff ever made any application for renewal or extension of the lease. No such application was produced and the plaintiff did not mention whether having instructed his advocates to apply for renewal, the latter executed his instructions and if yes, when that was done.
47. The plaintiff's complaint was that the 1<sup>st</sup> defendant failed to give it opportunity to exercise its right of refusal to renew the lease. The plaintiff having not demonstrated that it applied for extension or renewal of the lease, the question of legitimate expectation does not arise. The National Land Commission (NLC) could not be expected to act on a non-existent application. The plaintiff sought an order to



compel the NLC to consider its application for renewal of the lease according to the law. As no such application was referred to, mentioned or availed before court, the court cannot compel the NLC to consider a non-existent application.

48. The fact that there was no application for extension or renewal of lease by the plaintiff did not however give the NLC the liberty to flout the law on allocation of public land. In 2023 at the time the lease was issued to the 3<sup>rd</sup> defendant, there was already in place provisions of the [Land Act](#) which provided for allocation of public land by the National Land Commission.
49. Section 12 (1) of the [Land Act](#) provides for allocation of public land as follows;

“ 12. Allocation of public land

- (1) Whenever the national or county government is satisfied that it may be necessary to allocate the whole or part of a specific public land, the Cabinet Secretary or the County Executive Committee member responsible for matters relating to land shall submit a request to the Commission for the necessary action by way of—
- (a) public auction to the highest bidder at prevailing market value subject to and not less than the reserved price;
  - (b) application confined to a targeted group of persons or groups in order to ameliorate their disadvantaged position;
  - (c) public notice of tenders as it may prescribe;
  - (d) public drawing of lots as may be prescribed;
  - (e) public request for proposals as may be prescribed;
  - or
  - (f) public exchanges of equal value as may be prescribed.
- (2) The Commission shall ensure that any public land that has been identified for allocation does not fall within any of the following categories—
- (a) public land that is subject to erosion, floods, earth slips or water logging;
  - (b) public land that falls within forest and wild life reserves, mangroves, and wetlands or fall within the buffer zones of such reserves or within environmentally sensitive areas;
  - (c) public land that is along watersheds, river and stream catchments, public water reservoirs, lakes, beaches, fish landing areas riparian and the territorial sea as may be prescribed;



- (d) public land that has been reserved for security, education, research and other strategic public uses as may be prescribed; and
- (e) natural, cultural, and historical features of exceptional national value falling within public lands;
- (f) reserved land; or
- (g) any other land categorized as such, by the Commission, by an order published in the Gazette.

50. Therefore, the National Land Commission can only allocate unalienated public land, through the processes specified above. Allocation of public land may therefore be done through public auction to the highest bidder; application to a targeted disadvantaged group; public notice of tenders; public drawing of lots public requests for proposals or public exchanges of equal value.
51. The 3<sup>rd</sup> defendant's testimony clearly demonstrated that none of the procedures in section 12 of the *Land Act* was followed, hence the law for allocation of public land was not complied with. Therefore, the registration of the suit property in the name of the 3<sup>rd</sup> defendant was unprocedural and unlawful.
52. The 3<sup>rd</sup> defendant testified that he applied for allocation of the suit property in 2022. The allotment letter produced by the 3<sup>rd</sup> defendant is dated 3<sup>rd</sup> July 1998, and the receipt of payment of stand premium and other levies is dated 10<sup>th</sup> March 2022. Since, the allocation was allegedly done in 1998, and the application done in 2022, which is 24 years before allocation, it only means that that letter of allotment was backdated, the allocation could not precede application for allocation and therefore the allocation was fraudulent. Besides, as of 1998, the plaintiff's lease was still subsisting and hence the suit property was not available for allocation.
53. In the premises, I find and hold that the plaintiff has proved that the registration of the suit property in the 3<sup>rd</sup> defendant's name was unprocedural, unlawful and fraudulent and ought to be cancelled. However, the plaintiff failed to demonstrate existence of a legitimate expectation on its part for renewal and or extension of the lease.
54. Therefore, I find and hold that the suit property neither belongs to the plaintiff nor the 3<sup>rd</sup> defendant. On expiration of the term of the lease, and without application for extension or renewal, the suit property lawfully reverted to the radical landlord, the County Council of Kakamega which was succeeded by the Government of Kakamega. The suit property's allocation to the 3<sup>rd</sup> defendant having been found to be unprocedural, unlawful and fraudulent, that registration is null and void and the same is hereby cancelled. Therefore, the suit property remains the property of the County Government of Kakamega.
55. Ultimately, the orders that commend themselves in the circumstances of this case, which this court hereby makes are as follows;
- a. A declaration is hereby made that the allocation of the property known as Kakamega Town/ Block III/28 to the 3<sup>rd</sup> defendant and the 3<sup>rd</sup> defendant's subsequent registration as the proprietor thereof was procured unlawfully, unprocedurally and fraudulently without compliance with the law and prescribed procedure.



- b. An order is hereby issued cancelling the 3<sup>rd</sup> defendant's registration as proprietor of that property known as Kakamega Town/ Block III/28.
- c. The suit property being public land, reverts to the lessor, the County Government of Kakamega.
- d. Each party shall bear its own costs.

56. It is so ordered

**DATED, SIGNED AND DELIVERED AT KAKAMEGA VIRTUALLY THIS 25<sup>TH</sup> DAY OF FEBRUARY 2026 THROUGH MICROSOFT TEAMS VIDEO CONFERENCING PLATFORM**

**A. NYUKURI**

**JUDGE**

In the presence of;

Mr. Ratemo for the plaintiff

Mr. Abok for the 3<sup>rd</sup> defendant

No appearance for the 1<sup>st</sup> and 2<sup>nd</sup> defendants

Court Assistant- Delphine

