



Ng'ang'a v Ng'anga & 3 others (Environment and Planning Civil Case E001 of 2024) [2026] KEELC 1190 (KLR) (27 February 2026) (Ruling)

Neutral citation: [2026] KEELC 1190 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT BUSIA
ENVIRONMENT AND PLANNING CIVIL CASE E001 OF 2024
BN OLAO, J
FEBRUARY 27, 2026**

BETWEEN

MARGARET WANGOI NG'ANG'A PLAINTIFF

AND

JAMES NDIRANGU NG'ANG'A 1ST DEFENDANT

STATE LAW OFFICE 2ND DEFENDANT

AND

BENNANDIRA LIMITED INTERESTED PARTY

AND

NCBA BANK KENYA LIMITED APPLICANT

RULING

1. What calls for my determination in this ruling are two applications. The first is the Motion dated 27th February 2025 by Margaret Ndirangu Ng'ang'a (herein the Plaintiff and suing as the Administrator to the estate of Benson Ng'ang'a Ndirangu) and the other Motion dated 24th March 2025 by the NCBA BANK LTD (the Interpleader). I shall consider them simultaneously.
2. By her Motion dated 27th February 2025, the Plaintiff, citing Section 5 of the *Judicature Act* as well as other provisions seeks the following orders against James Ndirangu Ng'ang'a (1st Contemnor) and Benson Ng'ang'a (2nd Contemnor):
 1. Spent



2. That the Contemnors James Ndirangu Ng'ang'a and Benson Ng'ang'a be found to be in contempt of and in breach of this Honourable Court's order issued on 7th November 2024 and sealed on 12th November 2024.
 3. That upon citation for contempt against the Contemnors, the Contemnors be detained at Busia G.K. Prison or any other G.K. Prison for a period of not less than six (6) months or as provided under Section 29 of the *Environment and Land Court Act* or for such period and on such terms as the Honourable Court may deem fit and fair to issue.
 4. That a sequestration order do issue against the Contemnors' properties whenever they are located within, the Republic of Kenya and such sequestration order to remain in force on such terms as this Honourable Court may deem fit and fair to issue until the said contempt is purged to the satisfaction of this Honourable Court.
 5. That further to the order of this Court issued on 7th November 2024 all the tenants of the suit properties herein being Busia/Municipality 532, 533 and 535 do pay forthwith their respective rents into the estate bank account details:
Bank Name: Diamond Trust Bank
Account Name: Esther Ng'ang'a and
Margaret Ng'ang'a
Account Number: 50575xxxxx
Branch: Busia
 6. That the costs of these contempt proceedings be provided for.
3. The application is based on the grounds set out therein and supported by the affidavit of Margaret Wangoi Ng'ang'a The Plaintiff herein.
 4. The gist of the application is that by an order issued on 7th November 2024 and sealed on 12th November 2024, the 1st Contemnor was enjoined by himself, his agents, employees, representatives or any one else acting through him from selling, leasing out, charging, trespassing, creating tenancies, reviewing tenancies, and sub-leases and in any way collecting rent from the tenants of all those properties known as Busia Municipality/532, 533 and 535 (the suit property) situated within Busia Town or in any other way interfering with the Plaintiff's duties of administering the estate of the late Benson Ng'ang'a Ndirangu . The order was clear and unambiguous and was binding on both Contemnors herein. It was also served on both of them and they had notice thereof. The Contemnors have however continued to disobey the order by trespassing on the suit property, collecting rent and deliberately interfering with the Plaintiff's duties as Administrator to the Estate of the Benson Ng'ang'a Ndirangu . That the 2nd Contemnor who is named after the Plaintiff's late husband is the 1st Contemnor's right-hand man and agent and acts under the instructions of the 1st Contemnor who was served with the order by one Mr Victor Misigo a process server of this Court as per the affidavit of service filed herein (MNNI). That notwithstanding those orders, the Contemnors have continued to trespass on the suit property as per the annexed photographs (MWN2). The Contemnors have also formed a Whatsapp Group on NO's 0707 49xxxx and 0729 01xxxx whose Admin is the 2nd Contemnor and through which the tenants on the suit property have been directed to only pay rent to the 1st



Contemnor through his fraudulently incorporated company Bennandira Ltd. One of the messages reads:

“Good evening dear tenants, this is to let you know that the title deeds below are recognized and registered only under Bennandira Limited where you pay and you’re supposed to continue paying your rents. Do not follow any other instructions given to you by anyone else apart from me and the director of Bennandira Limited Mr James Ng’ang’a”.

It is obvious therefore that the Contemnors have taken it upon themselves to continue managing the suit property including collecting rent as exhibited from his above WHATSAPP message (MWN-3), the letter dated 20th November 2024 addressed to the tenants (MWN-4) and the invoices (MWN-5). That the 1st Contemnor even sent an invoice to one of the anchor tenant Equity Bank for quarterly rent for January, February and March being Kshs.303,700.32. The Bank sought clarification and was informed that the invoice did not emanate from the Estate Administrator. The Plaintiff therefore seeks orders that the tenants pay the rent to the Bank Account provided above.

5. In response to that application, the 1st Contemnor/Defendant filed a replying affidavit dated 2nd May 2025 in which he asked the Court to summon the process server adding that the orders of this Court are being misconstrued and taken out of context. He denied renting out the suit property or collecting rent from the tenants therein and that issue lies with the civil Court. That he only accessed the suit property when he went to visit the office of his counsel Masiga, Otieno & Company Advocates situated within the building which is within his legal right to seek instructions from his counsel. In addition, the same building has other business including barber shops. He denied having formed any Whatsapp Group and added that until Bennandira Ltd is declared otherwise, it is a duly Incorporated Company as the criminal case is yet to be concluded. Therefore, the tenants must pay rent to the said company and not to the Estate. This Court should not be used for self-enrichment and the Plaintiffs should be patient and wait instead of trying to access the rent which is being paid into a frozen account. That the terms of the lease agreement between Bennandira Limited and the NCBA Bank Kenya Ltd have not been amended. Therefore, NCBA Bank Ltd is obligated to pay rent to the Bennandira Ltd.
6. The 2nd Contemnor did not file any response to the Plaintiff’s Motion.
7. The Interpleader filed it’s Notice of Motion dated 24th March 2025 anchored under the provisions of Sections 1A, 3A and 58 of the *Civil Procedure Act* and Order 34 Rules 1, 2, 5, 6, 8 and 9 of the Civil Procedure Rules. By the Motion, the Interpleader seeks the following orders:
 1. Spent
 2. That the Interpleader be joined as a party to this suit and the Notice of Appointment annexed hereto be deemed as duly filed.
 3. That this Honourable Court be pleased to determine and/or direct where the rental amount payable by the Interpleader/Applicant under the lease over the property situate on the ground floor measuring one thousand five hundred square feet (1500 sq ft) erected on title number Busia Municipality/532 between the Interpleader/Applicant and the Interested Party into Court account pending the determination of this suit.
 4. That in the alternative to prayer 2 above, the Interpleader/Applicant be allowed to deposit the rental amount payable under the lease over the property situate on the ground floor measuring one thousand five hundred square feet (1,500 sq ft) erected on title number Busia Municipality/532 between the Interpleader/Applicant and the Interested Party into Court pending the determination of this suit.



5. That costs of this application be provided for.

The Motion is based on the grounds set out therein and supported by the affidavit of Christine Wahome the Interpleader/Applicant's Senior Legal counsel.

8. The basis of the Motion is that the Interpleader/Applicant has a lease agreement with the Interested Party (Bennandira Limited) over the property situated on the ground floor of the property number Busia Municipality/532 since 2022. That the Interpleader/Applicant has been served with an interim order issued on 7th November 2024 restraining the 1st Defendant/1st Contemnor from creating, continuing, reviewing tenancy or collecting any rent from the tenants of the suit property which include the demised property. Further, the Interpleader/Applicant has learnt of an order issued in Kakamega MCCR/E008 of 2025 R-V James Ndirangu in which the 1st Defendant/1st Contemnor has been restrained from accessing the accounts to which the rent for the demised premises is ordinarily paid into. That the orders of this Court issued on 7th November 2024 did not give directions as to whom and to which account the rent should be paid and there are conflicting claims between the Plaintiff and the 1st Defendant/1st Contemnor relating to who should be the custodian of the rental proceeds for the demised premises and the Interpleader/Applicant is uncertain as to whom it should pay the outstanding rent as both the Plaintiff and the Interested Party have given respective account details to which the rent is payable. The Interpleader/Applicant is keen in discharging its obligations including full payment of the rent under the lease to avoid any instance of being in breach of the lease but it has been hesitant to pay the rent to the new accounts provided by the Plaintiff hence this Motion. Annexed to the Motion are the following documents:

1. Copy of the certificate of lease for the land NO Busia/Municipality/532
2. Copy of the lease agreement between the Interpleader and Benson Ng'ang'a Ndirangu over the land parcel NO Busia Municipality/532 dated 25th August 2022.
3. Copy of CR-12 of the Interested Party.
4. Copy of Court order issued on 7th November 2024.
5. Copy of letter dated 21st November 2024 addressed to the tenants on the suit property on payment of rent.

The Plaintiff's response to the Interpleader/Applicant's Motion was to file a replying affidavit dated 27th March 2025 in which she has averred, inter alia, that the lease agreement between the Interpleader and Benson Ng'ang'a is a forgery as it is signed by two directors of an undisclosed company yet her late husband was the lessor thereof and not the Interested Party Bennandira Limited whose name does not appear in the lease agreement at all. That in their letter dated 3rd March 2025, the Interpleader/Applicant acknowledges their relationship with the late Benson Ng'ang'a Ndirangu as their landlord to whose Administrator the rent should be paid. It is therefore not true that the Interpleader/Applicant cannot contend that they do not know where or to whom to pay the rent. The Plaintiff reiterated that the tenants in the suit property should pay rent into the following account:

Bank: Diamond Trust Bank

Account Name: Esther Ng'ang'a and

Margaret Ng'ang'a

Account No: 50575xxxxx



Branch: Busia

The following documents are annexed to the said affidavit:

1. Copy of a letter from the Interpleader/Applicants counsel dated 3rd March 2025 and addressed to the Plaintiff's counsel.
2. Copy of a letter dated 6th March 2025 from the Plaintiff's counsel and addressed to the Interpleader/Applicant.
3. Copy of the grant issued to the Plaintiff in respect to the Estate of Benson Ng'ang'a Ndirangu in BUSIA High Court Succession Cause No E003 of 2024.
4. Copy of the order issued in Busia Chief Magistrate's Court Criminal Application No E135 of 2024.

In his replying affidavit to the Interpleader/Applicant's Motion, the 1st Defendant/1st Contemnor and who is also the Director of the Interested Party (Bennandira Ltd) has filed a replying affidavit dated 27th May 2025 in which he has pleaded, inter alia, that it is not true that the Interested Party is a fraud as alleged by the Plaintiff. That the Plaintiff is misleading the Courts and has even failed to pay KRA Taxes, land rates and insurance premiums when they fall due. That the rents paid by the Interpleader/Applicant goes towards paying the loan account and does not benefit anybody. The following documents are annexed to the 1st Defendant's/1st Contemnor's replying affidavit:

1. Copy of the lease agreement between the Interpleader/Applicant and Bennandira Ltd for the land parcel No Busia/Municipality/532.
2. Copy of charge secured in favour of Bennandira Ltd to secure the sum of Kshs.55,770,839 from Equity Bank on the security of the suit property.
3. Copies of the certificates of lease for the land parcels no Busia/Municipality/532, 533 and 539.
4. Copies of Land Bills for the land parcels No Busia/Municipality/532, 533 and 535.
5. Copy of letter dated 15th May 2025 from the Kenya Revenue Authority addressed to Bennandira Ltd under reference "Notice of Intention to Audit under Section 59(1) of the [Tax Procedures Act](#) 2015".
6. Copy of letter dated 28th May 2025 from Odhiambo Odera & Associates Advocates addressed to the Deputy Registrar Busia Court.

On 1st April 2025, I directed that the Plaintiffs Motion dated 27th February 2025 and the Interpleader/Applicant's Motion dated 24th March 2025 be canvassed simultaneously by way of written submissions. The submissions were filed by Mr Gatundu instructed by the firm of Gatundu & Company Advocates for the Plaintiff and by Mr Ndegwa instructed by the firm of Mulondo & Company Advocates for the Interpleader/Applicant. The Defendants and Bennandira Ltd did not file any submissions.

9. I have considered the two Motions, the rival affidavits and annexures as well as the submissions by counsel. I shall consider the two Motions sequentially.
 1. Plaintiff's Notice of motion dated 27th February 2025
10. By this Motion, the Plaintiff seeks the following substantive remedies:
 1. James Ndirangu Ng'ang'a and Benson Ng'ang'a the two Contemnors be found to be in contempt of Court and be detained for a period not less than six (6) months.



2. A sequestration order do issue against the two Contemnors property.
3. All tenants of the suit property do pay their rent into a specified account in the name of the Plaintiff and Management Ng'ang'a.

I must start by observing that although the parties are making reference to this Court's orders issued on 7th November 2024, that was a temporary ex-parte injunctive order issued pending the hearing of the Plaintiff's Notice of Motion dated 31st October 2024. That Motion was however subsequently heard inter partes and vide a ruling delivered on 28th March 2025, this Court issued an order of temporary injunction restraining the 1st Defendant/1st Contemnor, his agents, employees, representatives or whosoever else acting in cahoots with and or acting under his instructions:

“From selling, leasing out, charging, transferring, creating tenancies and continuing with tenancies, reviewing tenancies and sub-leases, trespassing and managing in any way and collecting rent from tenants of all those properties particularly known as Busia/ Municipality/532, 533 and 535 or in any way howsoever from interfering with the Plaintiff's duties in administering the Estate of the late Benson Ng'ang'a Ndirangu pending the hearing and determination of this suit.”

In his replying affidavit, the 1st Defendant/1st Contemnor not only questioned any personal service of the above order upon him but also insisted that infact Bennandira Company is entitled to receive the rents from the suit property. With regard to the personal service of the injunctive order upon him, the fact of the matter is that the order was delivered to counsel for both parties and there was no need for personal service upon him. In the case of Shimmers Plaza Ltd -v- National Bank Of Kenya Ltd C.a. Civil Appeal No 33 of 2012 [2015 KECA 945 KLR] the Court of Appeal, citing both local and foreign jurisprudence held that where the Contemnor's counsel had notice of the order alleged to have been disobeyed, then an inference shall be drawn that the Contemnor had notice of the order and in those circumstances, personal service of the order is not mandatory. The Court cited the Supreme Court of Canada in the case of Bhatnager -v- Canada (minister Of Employment And Immigration, 1990 2 SCR 217 at page 226 where LJ Sopinka held that:

“In my opinion, a finding of knowledge on the part of the client may, in some circumstances, be inferred from the fact that the solicitor was informed.”

The Court also adopted the decision in the case of United States -v- Revie 834 F2d 1198, 1203 (5th Gr 1987) where it was held that the Defendant had adequate notice of a show cause order because his attorney was on notice. I did not hear counsel for the 1st Defendant/1st Contemnor deny service of this Court's order injuncting his client from interfering with the suit property as the ruling was delivered by mail to counsel. It is also clear from the supporting affidavit of the Plaintiff that the 1st and 2nd Contemnors were all along acting together and both had knowledge of the injunctive orders issued by this Court firstly on 7th November 2024 and later on 28th March 2025. The 2nd Contemnor has not filed any reply to the Plaintiff's Motion which means that he does not question the averments in the Plaintiff's supporting affidavit.

11. The second issue is whether the Contemnors are in contempt of the orders of this Court. The Plaintiff has annexed to her Motion photographs of the 1st Contemnor on the suit property as well as messages sent from WHATSAPP GROUPS on phone numbers 0707 49xxxx and 0729 01xxxx belonging to both Contemnors and directing the tenants on the suit property to, inter alia, pay their rent only to Bennandira Ltd. The Contemnors did not deny ownership of those two numbers. There are also copies of invoices of rent issued by Bennandira Ltd to the tenants of the suit property. That is inspite of the



very clear and un-ambiguous orders issued by the Court on 7th November 2024 and reiterated on 28th March 2025. The 1st Contemnor in his replying affidavit dated 2nd May 2025 has averred in paragraph 11 thus:

11: “That until the Court holds otherwise, Bennandira Company is a duly incorporated company with it’s rights and thus tenants can only pay the company and not the purported estate.”

With regard as to who should collect rent from the suit property, the order of this Court was very clear that the 1st Defendant/1st Contemnor and those acting under him, and who include the 2nd Contemnor, should not collect any rent from the suit property. This Court did not of course make any orders as to which account the rent should be deposited into. However, that order has now been specified and sought by the Plaintiff and this Court will now oblige and make appropriate orders. Suffice it to state, that even if the Contemnors hold the view that the rent should be paid to them or to Bennandira Ltd of which the 1st Contemnor is the Director, the law, as set out in the case of *Hadkinson -v- Hadkinson* 1952 2 ALL ER 567 is that:

“It was the plain and unqualified obligation of every person against, or in respect of whom an order was made by a Court of competent jurisdiction to obey it unless and until it was discharged, and disobedience of such an order would, as a general rule, result in the person disobeying it being in contempt and punishable by committal or attachment and in an application to the Court by him not being entertained until he has purged his contempt.”

The un-compromising nature of the obligation is shown by the fact that it extends even to cases where the person bound by those orders believes them to be irregular or void. The thrust of the Contemnor’s case is that the tenants in the suit property, including the Interpleader, have existing leases with Bennandira Ltd. That may be so. But once this Court issued it’s orders on 7th November 2024 with regard as to whom the rent from the suit property should be paid, that order was binding on the Contemnors and all those acting under them. It had to be obeyed unless set aside or varied. Besides, this Court has also now been made aware of another similar order issued on 3rd September 2024 in BUSIA CHIEF MAGISTRATES COURT CRIMINAL APPLICATION NO E135 of 2024 which reads in paragraph 6 thus:

6: “That, an order is therefore issued directing the tenants of a building in plot number Busia/ Municipality/532, 533, 534 and 535. Equity building in Busia town and Benna Plaza in Busia Town directing them to stop paying rent to Bennandira Limited, James Ndirangu Ng’ang’a and their agents, servants and instead channel payment to the following bank account with immediate effect.

BANK: DIAMOND TRUST BANK

Account Name: Esther Ng’ang’a AND Margaret Ng’ang’a

ACCOUNT NO: 50575xxxxx

Branch: Busia.”

It is clear therefore that even as this Court was issuing its’ orders on 7th November 2024 and on 28th March 2025, similar orders had been issued on 3rd September 2024 by another competent Court, prohibiting the 1st Contemnor and Bennandira Ltd from receiving any rent in respect to the suit property.

12. From the evidence herein, I am also satisfied that the Plaintiff has satisfied the threshold of proving contempt upon the Contemnors which, as was set out in the case of *MUTITIA -V- BAHARINI*



FARM LTD 1985 KLR 229, “must be higher than proof on the balance of probabilities, almost but not exactly beyond reasonable doubt.”

13. The up-shot of all the above is that this Court is satisfied that the Plaintiff has proved her case that the two Contemnors are both in contempt of the orders issued by this Court. They shall therefore be summoned to appear in this Court for appropriate further orders with regard to punishment.
14. In view of the above, I see no need to issue any sequestration orders against the Contemnors properties.
15. The Plaintiff has also sought an order as to the account into which the tenants occupying the suit properly should be deposited. This had not been sought earlier. Now that the appropriate account has been identified, this Court will make the appropriate orders shortly.
16. Since the main protagonists are family, each shall meet their own costs.

2. Interpleader’s Notice Of Motion Dated 24th March 2025:

17. By this Motion, the Interpleader seeks the main order that they be enjoined in this suit and that the Court do direct where the rental sum payable by them under the lease over the premises situated on the ground floor measuring one thousand five hundred square feet (1,500 sq ft) erected on title number Busia/Municipality/532 shall be deposited pending the hearing and determination of this suit. And in the alternative, the said sum be deposited into the Court.
18. In view of my findings in the preceding paragraphs of this ruling, it must be obvious that I need not belabor that issue any more. The rent payable by all the tenants on the suit property including by the Interpleader shall be in the account provided by the Plaintiff until this suit is heard and determined or until any other further orders by this Court.
19. Ultimately therefore and having considered the Notices of Motion filed by the Plaintiff and by the Interpleader herein, this Court makes the following disposal orders:
 1. James Ndirangu Ng’anga and Benson Ng’ang’a (the 1st and 2nd Contemnors respectively) are hereby found to be in contempt of the orders issued by this Court on 7th November 2024 and 28th March 2025.
 2. They are hereby summoned to appear before this Court on 10th March 2026 for mitigation and sentence.
 3. All the tenants in the suit property herein being Busia/Municipality/532, 533 and 535 do forthwith pay their rent into the following Bank account:

Bank Name: Diamond Trust Bank
Account Bank Name: Esther Ng’ang’a and Margaret Ng’ang’a
Account No: 50575xxxxx
Branch: Busia
 4. NCBA Bank Kenya Ltd is hereby joined in this suit.
 5. The said NCBA Bank Kenya Ltd shall forthwith pay the rent for the premises occupied on the ground floor on title number Busia/Municipality/532 and/or any other outstanding rent into the account identified in (3) above until this suit is heard and determined or until any other further orders of this Court.



6. The main protagonists in this suit being family, the order which commends itself to this Court with regard to costs is that all the parties shall meet their own costs of the Motions.

BOAZ N. OLAO

JUDGE

27TH FEBRUARY 2026

RULING DATED, SIGNED AND DELIVERED ON THIS 27TH DAY of FEBRUARY 2026 BY WAY of ELECTRONIC MAIL WITH NOTICE TO THE PARTIES.

BOAZ N. OLAO

JUDGE

27TH FEBRUARY 2026

Explanatory notes:

This ruling was due for delivery on 25th November 2025. However, following my transfer from Busia to Iten Court w.e.f 15th January 2026, I had to prioritize hearing my part heard cases. This has contributed to the delay in delivering this ruling. The same is registered.

BOAZ N. OLAO

JUDGE

