



Chege v Chira (Civil Suit E509 of 2021) [2026] KEMC 33 (KLR) (15 January 2026) (Ruling)

Neutral citation: [2026] KEMC 33 (KLR)

**REPUBLIC OF KENYA
IN THE NAKURU LAW COURTS
CIVIL SUIT E509 OF 2021
PA NDEGE, SPM
JANUARY 15, 2026**

BETWEEN

ANTHONY MAKENA CHEGE PLAINTIFF

AND

GEORGE NGURE CHIRA DEFENDANT

RULING

1. This suit was filed vide a plaint dated 12/05/2021. The plaintiff is seeking the following orders:
 - a. Refund of the deposit of Kshs. 1,500,000/-
 - b. Interest on (a) above at commercial rates from the last payment date until the determination of the suit herein.
 - c. Costs of this suit.
2. It is the plaintiff's case that in the year 2018, the Defendant expressed a desire to dispose off a portion of all that parcel of land known as L.R. NO. 10445/6 Ngorika (Kiringa – Farm) measuring 14 acres to the plaintiff herein at a consideration of Kshs. 16,800,000. That the plaintiff paid Kshs. 1,500,000/- as a deposit for the purchase of the said parcel of land on various dates between 14/02/2028 and 06/03/2018. That the defendant however was later unable to transfer the land parcel to him and he later realized that he had been defrauded. He thus therefore seeks for the refund of the deposit paid to the defendant as per the prayers herein.
3. The defendant in his defence avers that the terms of the agreement was that a deposit of Kshs. 5,040,000/- forming 30% of the purchase price of Kshs. 16,800,000/- was to be paid at the time of execution of the agreement. That the plaintiff therefore defaulted in paying the agreed deposit, thereby portraying him as not serious about purchasing the property. H denies the particulars of fraud levelled against hm by the plaintiff.



4. The proceedings herein commenced before my predecessor, Hon. Y. I Khatambi, Principal Magistrate (PM) as she then was. The plaintiff testified before her, and the matter was pending defence hearing. While preparing this judgment, I has come to my notice that both the PM and myself, a Senior Principal, Magistrate, lack the requisite pecuniary jurisdiction to interpret the agreement herein, whose consideration is Kshs. 16,800,000/. Hon Khatambi's pecuniary limit at the time of the hearing of this matter was Kshs. 10,000,000/-, while mine is Kshs. 15,000,000/-. This matter calls for the interpretation of the Contract of Sale of land herein and the value of the sale is Kshs. 16,800,000/-. I thus do hereby refer this matter to the Chief Magistrate for directions as only a CM has the jurisdiction to hear and determine this dispute,

DATED, SIGNED AND DELIVERED AT NAKURU IN OPEN COURT THIS 15TH DAY OF JANUARY 2026.

ALOYCE-PETER-NDEGE

SENIOR PRINCIPAL MAGISTRATE

In the presence of;

Plaintiff's Counsel: Temba h/b Mukira

Defence Counsel: n/a

Plaintiff: n/a

Defendant: n/a

