



Kibet v Gulf Energy Limited & 2 others (Environmental and Land Originating Summons E026 of 2025) [2026] KEELC 2171 (KLR) (16 April 2026) (Ruling)

Neutral citation: [2026] KEELC 2171 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT ELDORET
ENVIROMENTAL AND LAND ORIGINATING SUMMONS E026 OF 2025**

CK YANO, J

APRIL 16, 2026

BETWEEN

JOHN KIBET PLAINTIFF

AND

GULF ENERGY LIMITED 1ST DEFENDANT

GULF ENERGY HOLDINGS LIMITED 2ND DEFENDANT

RUBIS ENERGY KENYA PLC 3RD DEFENDANT

RULING

1. I have before me two applications, both filed by the Plaintiff/Applicant, for determination.

A. Application dated 10th October, 2025

2. The first application is a Notice of Motion dated 10th October, 2025 in which the Plaintiff/Applicant seeks the following orders:-

1. Spent
2. Spent
3. That in the interim the court do issue an order of injunction restraining the respondents jointly and severally whether by themselves, their servants, agents and or assigns from trespassing, entering, interfering and or evicting the applicant from land parcel No. Eldoret Municipality Block 9/341 currently being utilized by the plaintiff/applicant pending hearing and determination of this suit and the OCS Naiberi Police Station ensures compliance.
4. That costs be provided for.



3. This application is premised on the grounds set out in the Motion and supported by the Plaintiff's Affidavit of even date. The Plaintiff claims That he has been in exclusive possession of the parcel of land known as Eldoret Municipality Block 9/341 (the suit property herein) for over 12 years as of right, without force, without permission and without secrecy since 2009. The Plaintiff averred That his continued occupation of the suit property is inconsistent with and adverse to the rights of the 1st Defendant, who never sought to assert its rights of utilizing the land or re-possessing it.
4. The Plaintiff claimed That on 9th October, 2025 people, claiming to be the 1st Defendant agents handed him a back-dated letter demanding That he and his workers vacate the suit property or face forced eviction. The Plaintiff averred That he had demonstrated a prima facie case to warrant the orders sought herein pending hearing and determination of the suit. He alleged That the Defendants had no right to interfere with his possession of the suit land. The Plaintiff is apprehensive That the Defendants may execute their threats and in the process damage his trees and other crops on the land as well as his extensive developments thereon. The Plaintiff claims this will occasion him loss That cannot be compensated by way of damages.
5. The Plaintiff asserted That the Land Registration Act protects rights acquired or in the process of being acquired through the Limitation of Actions Act or by prescription. The Plaintiff alleged That he and his workers rely on the suit property for their income to sustain their families. He urged That entry by the Defendants would occasion them loss That won't be compensated by an award of damages. The Plaintiff deponed That the scale of justice tilts in favour of maintaining the status quo until the suit is heard and determined. He urged That to avert impunity and unnecessary confrontation, the OCS within the limits of the suit land do ensure That the order is obeyed.
6. The Application was opposed through the Defendant's Replying Affidavit sworn by the Retail Development Manager for Rubis Energy Kenya PLC, Nelson Owiye on 1st December, 2025. He deponed That the orders sought were untenable since there is no such entity as Rubis Energy Ltd. He deponed That Rubis Energy PLC had not been impleaded as a party in the suit contrary to Order 1 of the Civil Procedure Rules. That as a result, Rubis Energy PLC and the 2nd Defendant could not be a proper party to the suit, which is now an abuse of the court process.
7. It was averred That Rubis Energy PLC had suffered prejudice for being subjected to orders without locus standi in the suit and without being given an opportunity to be heard. He added That no orders ought to issue against a person who is not a party to the primary suit. He further deponed That there is no competent party before the court against who any injunctive order can issue, rendering the application and the suit misconceived and fatally defective.
8. Mr. Owiye further deponed That the 2nd Defendant is in an active Landlord-Tenant relationship with one Paul Kibiwot Limo who remains in occupation of the suit property. He averred That the said tenancy was affirmed in Eldoret BPRT No. E078 of 2024, Paul Kibiwot Limo v Rubis Energy PLC & Another. He deponed That this negates the Plaintiff's claim of exclusive or adverse possession of the suit property, since it is occupied by a legally recognised and protected tenant.
9. Mr. Owiye clarified That the letter dated 23rd September, 2023 relied on by the Plaintiff as proof of the intended eviction is not addressed to the Plaintiff but to Paul Kibiwot Limo and is a standard notice for breach of the tenancy agreement. He explained That the said notice was invalidated by the BPRT in Eldoret BPRT No. E078 of 2024, Paul Kibiwot Limo v Rubis Energy PLC & Another, thus cannot form the basis of these proceedings. He further alleged That the Plaintiff had not met the essential elements of adverse possession as he had not tabled any evidence of his purported occupation and use of the land for the requisite period of 12 years.



10. It was deponed That since the 2nd Defendant acquired the land through Gulf Energy Holdings Limited, they had consistently paid for land rates and deployed security guards on the property. He thus asked That the court vacates the temporary orders issued on 9th October, 2025 against the 2nd Respondent who has been improperly enjoined in these proceedings. He also prayed That the present application as well as the suit be dismissed with costs for being frivolous, vexatious and an abuse of court process.

B. Application dated 10th December, 2025

11. The second Application is a Notice of Motion dated 10th December, 2025 seeking the following orders:-
 1. Spent
 2. That the plaintiff/applicant be granted leave whereof prayer 2 and 3 of notice of motion dated 10th/10/2025 be amended whereof the suit property be Eldoret Municipality Block 8/341 instead of Eldoret Municipality Block 9/341 and the annexed amended notice of motion be deemed duly filed and served.
 3. That GGulf Energy Holdings Ltd be joined as respondents and the annexed Amended Notice of Motion and Amended Originating Summons be deemed duly filed and served.
12. This Application is equally premised on the grounds on the face of it, as well as the Plaintiff's Supporting Affidavit sworn on the same date. The Plaintiff confirmed That he had filed the instant suit seeking for orders That he had acquired Eldoret Municipality Block 8/341 by adverse possession. That he also filed the Application dated 10th October, 2025 seeking an injunction to restrain the Defendants from interfering with the suit property until the suit was heard and determined.
13. The Plaintiff explained That he had noted That there was a typographical error whereby the suit property is indicated as Eldoret Municipality Block 9/341 instead of Block 8/341. He asked for leave to have the application amended and the annexed amended application be deemed as duly filed and served to allow the court effectively determine the matter justly and fairly on its substantive merits. He averred That the amendment will not prejudice the Defendants in any way.
14. In response, the Defendants filed a Replying Affidavit sworn on 18th February, 2026 by Ruth Mabele, the 2nd Defendant's General Counsel. She deponed That the identity of the suit property is a core and material fact in a claim founded on adverse possession. She deponed That the Plaintiff's attempts to change the title number demonstrates uncertainty and lack of clarity on the subject matter of the suit. She deponed That the attempt to amend the description of the suit property is indicative of a speculative claim with no factual foundation, thus failed to disclose a prima facie case.
15. According to the Defendants, the Plaintiff had no reasonable explanation for the delay in seeking the amendment and joinder, and termed it a deliberate and tactical mistake meant to buy time and prolong the litigation. It was claimed That the Defendants stand to suffer irreparable prejudice including substantial delay in resolution of the dispute, denial of their right to recover and deal with their property as well as legal costs, which prejudice could not be adequately compensated by way of damages.
16. Ms. Mabele further claimed That the joinder of Gulf Energy Holdings Limited is not necessary for the just and effectual determination of the issues herein. She added That the Plaintiff had not demonstrated any nexus between the 2nd Respondent and the claim for adverse possession pleaded. She deponed That the application is fatally defective as it does not meet the legal and procedural threshold for amendment of pleadings and joinder of parties.



17. Ms. Mabele further averred That there was no reason given for seeking joinder of the 2nd Respondent, nor the impact of the proposed amendments on existing court timelines and court orders. She acknowledged the court's discretion to allow the amendments, but asserted That it must be exercised judiciously and in the interest of justice, which would be undermined if the application is allowed. She urged That the application is devoid of merit and asked That it be dismissed with costs to the Respondents.

Submissions:

18. When the matter was mentioned on 25th February, 2026, the court gave directions on three applications, being the aforementioned applications, as well as an extra one allegedly dated 5th January, 2026. However, this court has scoured the Court file as well as the CTS filing platform and has not come across any application dated 5th January, 2026.
19. On 10th April, 2026 this court went the extra step to have a Court assistant call the Plaintiff's Advocate to avail a copy of the Application dated 5th January, 2026. Instead of doing so, the Plaintiff's Advocate only supplied soft copies of the Applications dated 10th October, 2025 and the Application dated 10th December, 2025. The alleged Application dated 5th January, 2026 was never availed.
20. On the same date, the court further directed That the Applications be canvassed by way of written submissions. The Plaintiff filed his submissions dated 10th February, 2026 on the Application dated 10th December, 2025 and the purported application dated 5th January, 2026.
21. The Defendants, on their part, filed Supplementary Submissions dated 2nd March, 2026 in opposition to the alleged application dated 5th January, 2026 and confirmed That no such application was served on them. The Defendants informed the court on 25th February, 2026 That they had filed submissions on the other two applications. However, the said submissions are neither in the court file nor in the CTS system.

Analysis and Determination:

22. This court has taken time to carefully consider the two applications hereinabove, the Affidavits filed in response thereto and the submissions filed by the parties. The issues That arise for determination are as follows:-
 - i. Whether the court should allow the joinder of the 2nd and 3rd Defendants;
 - ii. Whether the Plaintiff's Notice of Motion dated 10th October, 2025 should be amended; and
 - iii. Whether the Plaintiff has met the threshold for grant of an order of temporary injunction.

a. Whether the court should allow the joinder of the 2nd and 3rd Defendants

23. The first issue for determination is That of joinder of the 2nd and 3rd Defendants into this suit. The Plaintiff herein commenced this suit against only the 1st Defendant, Gulf Energy Limited. In the application dated 10th December, 2025 he now seeks to include additional parties into the suit being the 2nd and 3rd Defendants herein. However, the Response to the two applications have been filed by employees of Rubis Energy Kenya PLC, the 3rd Defendant.
24. Order 1 Rules 1 to 14, deals with joinder of parties to suits, including misjoinder and non-joinder of parties. These rules allow the court to add, strike out, or substitute parties to properly settle the dispute. Under Order 1 Rule 10(2), the powers of the Court are wide and unlimited. Joinder of parties is meant



to ensure all relevant parties are present to achieve a fair, just, complete, and efficient resolution to the dispute. It aids in the inclusion of parties whose absence might prevent complete relief or whose interests will be harmed.

25. Notably however, the joinder of a party is a discretionary relief and like all discretions flowing from the Court, it must be exercised judiciously. Generally, Courts do allow applications for joinder if they are made in the interest of justice and do not prejudice any of the parties. The principles guiding the consideration of applications for joinder were explained in *Cllr. Omondi Kokore v The Town Clerk, Municipal Council of Kisumu (2004) KEHC 2038 (KLR)*, where the court held That:-

“... In my view in deciding an application for joinder, the Court must exercise a liberal approach so as not to shut out a genuine litigant who is effectively interested or is bound by the outcome of the suit, however the Court must guard against frivolous or vexatious litigants whose sole motivation is to complicate and confuse issues That are before Court for determination:

‘It is the constant aim of a Court of Equity to do complete justice by deciding upon and settling the rights of all persons interested in the subject of the suit to make the performance of the order of the Court perfectly safe to those who are compelled to obey it and to prevent future litigation. For this purpose, all persons materially interested in the subject ought generally to be parties to the suit, plaintiffs or defendants however numerous they may be, so That the Court may be enabled to do complete justice by deciding upon and settling the rights of all persons interested and That the orders of the Court may be safely executed by those who are compelled to obey them and future litigations may be prevented.’

See MITFORD’s pleading in *Chancery 5th Edition [1847]* at Page 190. The above demonstrates That the primary aim of the Court is to do justice and for That matter complete justice between all parties by joining all parties in order to settle the rights of parties interested in the subject of the suit. The joinder must add quality to the cause of action of the plaintiff but must not be meant to subtract or expose the weakness of the plaintiff’s case in a manner detrimental to his interest. It must be a genuine desire to canvass a cause or a complaint which would not be adequately presented by the parties to the suit. The application must not be meant to prejudice or embarrass the case of the plaintiff. And the applicant must add value to the cause of action of the plaintiff. There must be evidence That the applicant is interested in a quick and fair determination of the matter but not to prolong the issues with the primary purpose of achieving a designed delay, which is hidden or calculated to serve the interest of applicant...”

26. Similarly, in *Lucy Nungari Ngigi & 128 Others v National Bank of Kenya Limited & Another (2015) eKLR*, the court explained as follows:-

“(2) ... In law, joinder should be permitted of all parties in whom any right to relief in respect of or arising out of the same act or transaction or series of acts or transactions is alleged to exist, whether jointly, severally; or in the alternative, where if such persons brought separate suits, any common question of law of fact would arise. See also Order 7 Rule 9 of the Civil Procedure Rule. The court may even in its own motion add a party to the suit if such party is necessary for the determination of the real matter in dispute or whose presence is necessary in order to enable the court to effectively and completely adjudicate upon and settle all questions involved in the suit. Therefore, joinder of parties



is permitted by law and it can be done at any stage of the proceedings. But, joinder of parties may be refused where such joinder: will lead into practical problems of handling the existing cause of action together with the one of the party being joined; is unnecessary; or will just occasion unnecessary delay or costs on the parties in the suit. In other word, joinder of parties will be declined where the cause of action being proposed or the relief sought is incompatible to or totally different from existing cause of action or the relief. The determining factor in joinder of parties is That a common question of fact or law would arise between the existing and the intended parties. This is the test I shall apply in this case.”

27. From the copy of the title tabled before this court, Gulf Energy Limited, the 1st Defendant is the registered owner of the suit property known as Eldoret Municipality Block 8/341. This is the entity That was initially sued by the Plaintiff herein. Although I have seen no official prayer asking That Rubis Energy PLC be joined to this suit, in the Replying Affidavit dated 1st December, 2025 sworn by Nelson Owiye, he admitted That Rubis Energy PLC purchased the suit land through Gulf Holdings Limited. This is the same land referred to in the letter dated 23rd September, 2023 relied on by the Plaintiff.
28. Moreover, the Replying Affidavit in reply to the application dated 10th October, 2025 is sworn by an employee of the said Rubis Energy PLC in support of the 2nd Defendant’s case. I further note That even though the application dated 10th October, 2025 named the wrong parcel number, the 2nd Defendants and Rubis Energy PLC did not deny ownership of the wrongly cited property. And even after the Plaintiff corrected the mistake and named the proper suit parcel number, they have still not denied owning the land. In fact, as already explained, Rubis Energy PLC admitted to buying the land through the proposed 2nd Defendant.
29. While opposing the application for joinder, the 2nd Defendant averred That they stand the risk of losing their right to recover and deal with their property without being heard. Rubis Energy PLC having admitted to purchasing the land through the 2nd Defendant and has claimed ownership of the land, they have claimed That its ownership and current possession is confirmed by the active landlord and tenant relationship with a third party.
30. The issue of ownership is central to determining the reliefs sought in this suit. While the 1st Defendant’s name is indicated in the title as the registered owner, the proposed 2nd Defendant and Rubis Energy PLC have stated That they purchased the land and claimed ownership over the land, and That they occupy it through a tenant present on the land.
31. There is no doubt therefore, That for the real issues in controversy in this case to be effectively determined, they must be joined to this suit. The 2nd Defendants and Rubis Energy PLC are therefore necessary parties to this suit. As to the lack of an express prayer requesting the joinder of the Rubis Energy PLC, Order 10 Rule 1 is clear That the court has discretion to join a party to a suit of its own motion.
32. Furthermore, their joinder as the 2nd and 3rd Defendants will no doubt grant them a proper opportunity to be heard and defend their interests in the suit property. The prayer for joinder is thus merited.

b. Whether the Plaintiff’s Notice of Motion dated 10th October, 2025 should be amended;

33. The law is clear That the issues for determination in a suit generally flow from the pleadings. For this reason, it is important That parties set out their entire case in their pleadings, to allow the court become seized of all the facts of the case. In some instances, however, the court may allow for amendment



of pleadings to either correct mistakes or even include facts That may have recently come to their knowledge.

34. The law on amendment of pleadings is Order 8 of the Civil Procedure Rules. Under Order 8 Rule 3, the court may allow any party to amend his pleadings at any stage of the proceedings, on such terms as to costs or otherwise as may be just and in such manner as it may direct. In addition, Order 8 Rule 5 gives the court wide latitude to allow amendments for the purpose of determining the real question in controversy, and may even order such amendment of its own motion.
35. The purpose of allowing amendments to pleadings was explained in *Institute For Social Accountability & Another v Parliament of Kenya & 3 others* (2014) eKLR, where the court observed That:-
 - “ 18. The object of amendment of pleadings is to enable the parties to alter their pleadings so as to ensure That the litigation between them is conducted, not on the false hypothesis of the facts already pleaded or the relief or remedy already claimed, but rather on the basis of the true state of the facts which the parties really and finally intend to rely on. The power of amendment makes the function of the court more effective in determining the substantive merits of the case rather than holding it captive to form of the action or proceedings.”
36. In the instant case, the Plaintiff submits That there was a typographical error in the application dated 10th October, 2025 by which the suit property was indicated as Eldoret Municipality Block 9/341. He explained That the correct parcel number of the suit parcel of land was Eldoret Municipality Block 8/341. The Plaintiff believes That the proposed amendments will assist the court to determine the real issues in the suit and arrive at a just conclusion. The Plaintiff also claims That the amendments will not prejudice the Defendants in any way.
37. I note That in the Application dated 10th October, 2025, the Plaintiff annexed the certificate of title for the land he intends to claim as annexure JK - 2. In the said title, the parcel number of land is described as Block 8/341. The same title is annexed to the second application dated 10th December, 2025 confirming That this is the land That the Plaintiff intends to have the Defendants restrained from dealing with in the said application.
38. The same Certificate of Title is annexed to the two Replying Affidavits filed by the Defendants herein. In addition, I have looked at the Originating Summons filed by the Plaintiff and indeed the suit property is described therein as Block 8/341. This further confirms That the property the Plaintiff is claiming in the Originating Summons is Block 8/341. It is only logical That this is the property in respect of which the Plaintiff would seek to have the Defendants barred from dealing with pending hearing and determination of the suit.
39. There is therefore no doubt That the proposed amendment sought by the Plaintiff is bona fide. Furthermore, aside from the parcel number, no other fact or detail has been changed and the pleadings remain as they were.
40. As to whether the Defendants will be prejudiced by the amendments, in the Replying Affidavit, the Defendants have claimed That the proposed amendment will occasion them grave and irreparable prejudice which cannot be adequately compensated by an award of damages. They claimed That there will be a delay in resolution of the dispute, denial of the right to recover their land as well as legal costs. I however fail to see how the amendment of the parcel number will delay the resolution of the dispute.



If anything, the amendment will bring clarity on the property That really is in dispute in this case and avoid wastage of judicial time.

41. As to the allegation That they will be denied their right to recover and deal with their land, That is the very opportunity That has been presented by this case, as they can indeed recover their land by defending against the Plaintiff's claim herein. With regard to the issue of legal costs, the same can easily be quantified, hence they can adequately be recovered through an award of damages.
42. In the circumstances, this court is satisfied That the proposed amendment is made in the interest of justice and it will aid this court conclusively determine the issues before it.

c. Whether the Plaintiff has met the threshold for grant of an order of temporary injunction

43. The final issue for determination is whether the Plaintiff has satisfied all the conditions for grant of a temporary/interim injunction. The power to grant or deny an application for a temporary injunction is within the Court's discretion. The principles to be considered by the court when considering an application for a temporary injunction were laid down in the leading authority of *Giella v Cassman Brown & Co. Ltd* (1973) EA 358. These principles are That:-
 - i. The applicant must establish a prima facie case with a probability of success;
 - ii. The applicant must show That he will suffer irreparable harm which cannot be adequately compensated by an award of damages;
 - iii. If the court is in doubt, it should decide the application on the balance of convenience.
44. The first requirement to be fulfilled by the Plaintiff is That he has a prima facie case with a probability of success. A prima facie case was defined in *Pius Kipchirchir Kogo v Frank Kimeli Tenai* (2018) KEELC 2424 (KLR), as follows:-

“The existence of a prima facie case in favor of the plaintiff is necessary before a temporary injunction can be granted. Prima Facie case has been explained to mean That a serious question is to be tried in the suit and in the event of success, if the injunction be not granted the plaintiff would suffer irreparable injury. The burden is on the plaintiff to satisfy the court by leading evidence or otherwise That he has a Prima Facie case in his favour. A prima facie case does not mean a case proved to the hilt but a case which can be said to be established if the evidence which is led in support of the same were believed. This court finds That though the plaintiffs have established That they are the proprietors of the suit property through transmission, it is arguable by the defendant That she has unregistered rights in the property being the widow to the deceased.”
45. In considering whether an applicant has demonstrated the existence of a prima facie case, the court should not decide substantive issues at the interlocutory stage, but rather to weigh up the relevant strength of each side's propositions.
46. In the instant case, the Plaintiff claims That he is the one currently occupying the property. The Plaintiff also claims That the Defendants have threatened to evict him forcefully from the suit land. The Defendants have however denied the claim That the Plaintiff is in occupation of the land. The Defendants claim That they have an active landlord-tenant relationship with one Paul Limo who is the one currently occupying the suit property. The Plaintiff did not respond to the allegations by the Defendants That the land was in fact occupied by a different party or even submit on the same.



47. According to the Plaintiff, he has established a prima facie case with a probability of success. As proof of this claim, he has annexed a letter marked as JK-3 whose date from the copy annexed is not legible. A look at the said letter reveals That it was in fact addressed to the individual known as Paul Limo and not the Plaintiff herein. The letter gave the said Paul Limo six (6) months to vacate the suit property and remove all his structures thereon.
48. The said Paul Kibiwot Limo indeed filed a Reference dated 26th June, 2024 at the Eldoret Business Premises Rent Tribunal being Case No. E078 of 2024. In the said suit, Paul Kibiwot Limo swore an affidavit dated 26th June, 2024 claiming That he was a tenant on the premises. He deponed That he had invested heavily on the premises and had shops, hotels and several motor vehicle repairing equipment. The reference was allowed, and as stated by the 2nd Defendant, they later issued a proper Notice to Terminate Tenancy to Paul Kibiwot Limo as recent as 25th July, 2025.
49. In the circumstances, the Plaintiff cannot be said to have established a prima facie case. Even the letter That the Plaintiff is relying on to show That his stay on the land has been threatened and he is at risk of eviction is not addressed to him but to Paul Limo, who is not party to this suit. As explained, this third party is the one currently acknowledged by the Defendants as a tenant on the land. If the Plaintiff is not on the land, and there is no proof That he has been asked to vacate the land or be evicted as claimed, then he cannot also claim to be at risk of suffering irreparable harm.
50. Consequently, I am guided by the decision in *Nguruman Ltd v Nielsen & 2 others* (Civil Appeal 77 of 2012) (2014) KECA 606 (KLR), where the court held That:-

“It is established That all the above three conditions and stages are to be applied as separate, distinct and logical hurdles which the applicant is expected to surmount sequentially. See *Kenya Commercial Finance Co. Ltd V. Afraha Education Society* (2001) Vol. 1 EA 86. If the applicant establishes a prima facie case That alone is not sufficient basis to grant an interlocutory injunction, the court must further be satisfied That the injury the respondent will suffer, in the event the injunction is not granted, will be irreparable. In other words, if damages recoverable in law is an adequate remedy and the respondent is capable of paying, no interlocutory order of injunction should normally be granted, however strong the applicant’s claim may appear at That stage. If prima facie case is not established, then irreparable injury and balance of convenience need no consideration. The existence of a prima facie case does not permit “leap-frogging” by the applicant to injunction directly without crossing the other hurdles in between.”

51. Having failed to establish a prima facie case, or That there is threat of irreparable injury, the court need not consider the balance of convenience. The outcome is That the Plaintiff has failed to satisfy the requisite conditions for grant of an order of temporary injunction. As a result, the said prayer hereby fails.
52. This suit still being in the interlocutory stage, the costs of the two application shall be costs in the main suit.

Orders:-

53. Bearing the above findings in mind, the two applications dated 10th October, 2025 and 10th December, 2025 are determined as follows:-
- a. The plaintiff/applicant be and is hereby granted leave whereof prayer 2 and 3 of notice of motion dated 10th/10/2025 be amended whereof the suit property be Eldoret Municipality



Block 8/341 instead of Eldoret Municipality Block 9/341 and the annexed amended notice of motion be deemed duly filed and served.

- b. GGulf Energy Holdings Ltd and Rubis Energy Kenya PLC are hereby joined as the 2nd and 3rd Defendants in this suit.
- c. The costs of the two applications shall be costs in the cause.

54. Orders accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY AT ELDORET ON THIS 16TH DAY OF APRIL, 2026 VIDE MICROSOFT TEAMS.

HON. C. K. YANO

ELC, JUDGE

In the virtual presence of;

Mr. Chrichir holding brief for Mr. Bundotich for Plaintiff.

Ms. Koskei for Defendants.

Court Assistant - Laban.

