



**Wachira v Kibera & 8 others (Environment and Land Case
E062 of 2022) [2026] KEELC 2321 (KLR) (23 April 2026) (Judgment)**

Neutral citation: [2026] KEELC 2321 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KAJIADO
ENVIRONMENT AND LAND CASE E062 OF 2022
LC KOMINGOI, J
APRIL 23, 2026**

BETWEEN

WILLIAM LAWRENCE WACHIRA PLAINTIFF

AND

DOROTHY SEYANOI KIBERA 1ST DEFENDANT
ROBERT KERAGITA ONDARA 2ND DEFENDANT
GEOFFREY OSIAGO MONARI 3RD DEFENDANT
DOUGLAS MIGIRO MOKAYA 4TH DEFENDANT
LAND REGISTRAR KAJIADO NORTH 5TH DEFENDANT
THE CHIEF LAND REGISTRAR 6TH DEFENDANT
THE NATIONAL LAND COMMISSION 7TH DEFENDANT
KENYA RAILWAYS CORPORATION 8TH DEFENDANT
KAJIADO COUNTY LAND SURVEYOR 9TH DEFENDANT

JUDGMENT

1. By the plaint dated 2nd August 2022 the plaintiff has filed this suit against the Defendants jointly and severally seeking the following orders:
 - (a) A permanent injunction restraining the 2nd, 3rd and 4th Defendants jointly and severally herein either by themselves, their servants and/or employees and/or any other persons working under their instructions from selling, transferring, alienating, disposing, interfering and/or dealing with the suit property being original title number Ngong/Ngong/1601 and resultant subdivisions



being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, plaintiff / Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567.

b) A declaration that the transfer of the suit land being original

Ngong/Ngong/1601 and resultant subdivisions being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567 from the name of William Lawrence Wachira (the Plaintiff herein) into the name of the names of Robert Keragita Ondara, Geoffrey Osiago Monari And Douglas Mirigo Mokaya was fraudulent and illegal.

c. A declaration that the process of subdivision of Title Number Ngong/Ngong/1601 into Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567 undertaken by the 2nd, 3rd and 4th Defendants was null and void.

c. A declaration that the opening of new registers for Title Numbers Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567 and the procedural steps leading thereto are null and void.

c. The titles issued to the 2nd, 3rd and Defendants herein Robert Keragita Ondara, Geoffrey Osiago Monari And Douglas Mirigo Mokaya in the suit properties being original number Ngong/Ngong/1601 and resultant subdivisions being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567 be hereby cancelled and/or revoked.

f. The Original Registry Index Map in respect of Ngong/Ngong/1601 with respect to the Plaintiff's Title be reinstated.

g. That the register of the land parcel being original number Ngong/Ngong/1601 and resultant subdivisions being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/



Ngong/101567 be rectified, so as to remove the entries in favour the 2nd, 3rd and 4th Defendants herein Robert Keragita Ondara, Geoffrey Osiago Monari And Douglas Mirigo Mokaya and the title to revert back to the proprietorship of William Lawrence Wachira.

- h. A declaration that the Plaintiff is entitled to compensation in respect of the compulsory acquisition of any part of the suit property being original number Ngong/Ngong/1601 or the resultant subdivisions being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562r Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567.
 - h. A declaration that the Plaintiff is entitled to the ownership and exclusive use, occupation and possession of Ngong/Ngong/1601.
 - i. Cost of the suit.
 - j. Any other order that this Honorable Court deems fit to grant.
2. It is the Plaintiff's case that the 2nd, 3rd and 4th Defendants are unknown to him and he has never transacted with them before. That the 2nd Defendant with the help of corrupt officials at the Land Registry fraudulently, illegally and/or unlawfully acquired and registered in his name the property allegedly on the 12th September 1995, then legally and lawfully registered in the name of the Plaintiff. The particulars of fraud are given as:-
- a. Illegal removal of caution placed on suit property by Mwangi Property Management Limited registered on 25th June, 1979 and 1st Defendant registered on 5th October, 1993 before transfer to the 2nd Defendant.
 - b. Procuring a fraudulent title in the name of the Plaintiff without his authority.
 - c. Fraudulent title issued in the name of the Plaintiff indicating the size of the suit property as 10 hectares instead of 10 acres.
 - d. Fraudulent title issued in the name of the Plaintiff indicated the Plaintiffs postal address as "P. O. BOX 24960, Karen "while his postal address at the time was "49175 NAIROBI".
 - e. Transfer of Title to the 2nd Defendant without execution of the relevant transfer forms.
 - f. The 2nd Defendant title dated 12th September,1995 on encumbrances section had a charge purportedly registered in favour of Kenya Commercial Bank Limited where he did not hold an account at the time.
 - g. The 2nd Defendant backdated Title document to 12th September, 1995 while the search conducted by the Plaintiff in 2008 indicated he was stilt the registered proprietor of the suit property.
 - h. The 2nd Defendant misrepresentation that he had acquired all that parcel known as Ngong/Ngong/1601 for valuable consideration from the Plaintiff.
 - i. 2nd, 3rd and Defendant failure to pay registration fees and stamp duty for the transfer of the suit property.
 - j. Transfer of Title to the 2nd Defendant without the relevant Land Control Board Consent.



- k. Transfer of Title to the 2nd Defendant without payment of the requisite stamp duty and registration fees.
 - l. Facilitating and creating fraudulent documents of Title in favour of the 2nd Defendant.
 - m) 2nd Defendant misrepresentation to the National Land Commission as the legal proprietor of the suit properties.
 - n. Manipulating and corrupting land administration processes to confer benefit to people otherwise not entitled.
 - o. Producing fraudulent titles in secret.
 - p. Acting with impunity and in total disregard of validity and sanctity of title.
 - q. Disregarding and abusing the Plaintiff's constitutionally protected rights to own property by deceitfully altering or causing to be altered the ownership documents at the registry.
 - r. 2nd, 3rd and 4th Defendants misrepresenting themselves as genuine, bona fide and lawful registered owners of the suit properties.
 - s. Fraudulently dealing with the Plaintiff's property without following due process.
 - t. Purporting to sub-divide the Plaintiffs land in total disregard of procedures of physical planning.
3. Upon being served with the plaint, and summons to enter appearance the 1st Defendant entered appearance. She also filed a statement of defence and Counterclaim dated 16th March 2023.
- In the Counter Claim, she sought the following reliefs: -
- a. The suit be dismissed and the Counter Claim be upheld.
 - b. A declaration that the 2nd, 3rd and 4th Defendants could not obtain a better title from the Plaintiff or anyone else and any purported sub division and acquisition was fraudulent and unlawful
 - c. An order of cancellation of all titles issued to the 2nd, 3rd and 4th Defendants
 - d. A declaration that the 1st Defendant is entitled to 5 acres of land pursuant to the agreement for sale dated 4th October 1993 between the Plaintiff and the 1st Defendant.
 - e. An order directing the Plaintiff to Transfer 5 acres to the 1st Defendant. In the event of the refusal by the Plaintiff to sign or execute transfer documents, the Hon. Court does direct the Executive Officer of the Court to sign them.
 - f. Costs of the Counter claim
 - g. Such other or further relief this Court may wish under circumstances of this case deem fit to grant.
4. The 2nd Defendant neither entered appearance nor filed a statement of defence.
5. The 3rd and 4th Defendants filed a joint statement of defence dated 21st February 2023. It is their case that the Plaintiff is a stranger to them as they have never transacted with him with respect to any property. They also aver that they are bonafide purchasers for value without notice of the land known as Ngong/Ngong/86487 from the 2nd Defendant. They pray that the Plaintiff's suit be dismissed with costs.



6. The 5th, 6th and 9th Defendants entered appearance and filed a joint statement of defence dated 23th October 2023.
7. The 7th Defendant entered appearance on the 1st of November 2022 but did not file a defence. It however filed a notice of preliminary Objection dated 1st of November 2022 on the grounds that it became functus officio upon conclusion of the compulsory acquisition processes under Part VIII (Section 107 of 121 of the Land Act 2012).
8. The 8th Defendant entered appearance and filed a statement of defence dated 8th June 2023. It is its case that the matter has been overtaken by events as the Compulsory Acquisition over parcels Ngong/Ngong/86485 and Ngong/Ngong/86486 has already been completed and the construction of Phase 2A of the Standard Gauge Railway Project completed hence the transfers and the Titles cannot be cancelled as proposed by the Plaintiff.

Evidence Of The Plaintiff

9. Pw1 William Lawrence Wachira, the plaintiff, testified on the 24th February 2025. He adopted his witness statement dated 6th February 2023 as his evidence in Chief. He also produced the documents in the Bundle of Documents, dated 2nd August 2022 as exhibits P1 to P43 in this case.

He stated that he agreed to sell a portion of his land to the 1st Defendant. He further stated that he did not know the 2nd, 3rd or 4th Defendants. He stated that he did not transfer his land to the 2nd Defendant and that the title in the 2nd Defendant's name was fraudulently acquired. It was his testimony that a search conducted in 2008 showed that the suit property was in his name hence he could not have transferred the same to the 2nd Defendant in the year 1995.

10. According to the Plaintiff, this transfer was back dated by the 5th Defendant in collusion with the 2nd Defendant. Upon realizing this, he made a complaint to the 5th Defendant who summoned the 1st to 4th defendants but they did not honour the summons. He prays that the title do revert to his name. He also seeks compensation from the 7th and 8th Defendants.
11. When cross examined by Mr Gikonyo for the 1st Defendant, he stated that he intended to sell five acres to the 1st Defendant. The purchase price was to clear a loan he owed the National Bank of Kenya. The same was paid by the 1st Defendant leaving a balance of kshs19,100/=. He admitted that he did not transfer the five acres to the 1st Defendant and that at the time she placed a caveat on the suit property.
12. When cross examined by Mr. Chacha for the 3rd and 4th Defendants he stated that he did not know the 3rd and 4th Defendants, but they were occupying his land.
He stated that he did not know who was in possession of the Ngong/Ngong/86487.
13. On cross examination by Ms Kerubo for the 5th, 6th and 9th Defendants he stated that he did not have a copy of his title deed. He reiterated that he did not sell Ngong/Ngong/1601 measuring approximately 10.0 Acres.
He denied that the 1st Defendant sold the suit property to the 2nd Defendant.
He further stated that he applied for issuance of a new title in 2016 when he realized that Ngong/Ngong/1601 did not exist.
14. When cross examined by Mr. Dachi for the 8th Defendant, he admitted that the National Land Commission (7th Defendant) was the acquiring entity.
He stated that he became aware of the notice later hence he could not raise the complaint in good time.



15. On re-examination he stated that the 1st Defendant, did not pay the full purchase price for the five acres as the balance of Kshs19,100/= is still outstanding. He also stated that the title must have gotten lost soon after it was discharged from the bank in 1993. He maintained that he did not sell the land to anybody.

Evidence Of The Defendants

16. The 1st Defendant called Yvonne Isabella Wachira Kibera as DW1. She told the Court that she is the Administrator of the estate of the 1st Defendant, Dorothy Seyanoi Kibera. She adopted her witness statement dated 14th January 2025 as her evidence in chief. She stated that the deceased was her mother.
17. When cross examined by Mr Kariuki for the plaintiff, she confirmed there was a sale agreement between the Plaintiff and her late mother. She also stated that the title was released to M/s Lakha & Co Advocates, who were the 1st Defendant's Advocates. She could not explain how the title got lost. She also stated that there was a caveat placed on the title on her late mother's instructions. She gave the 1st Defendant address as P. O. Box 288 Karen and not 21252 Karen. She admitted that her mother did not complete payment for the land. She was buying from the plaintiff.

She also stated that her mother had the caveat placed when she learnt of the sub-division by the 2nd Defendant.
18. When cross examined by Mr. Chacha for the 3rd and 4th Defendants, she stated that she did not know the 3rd and 4th Defendants. She maintained that her mother did not have the caveat removed. She stated that she had not been to the suit property but believed the Plaintiff was in possession. She also could not explain why the Plaintiff sued her mother.
19. On cross examination by Ms Kerubo for the 5th, 6th and 9th Defendants she stated that the title got misplaced at the advocates office. She also admitted that her mother did not get a transfer in her favour.
20. On re-examination, she maintained that the title was in the Plaintiff's name.

She also stated that the original title got lost.
21. DW2 Diana Yagomba, a Land Registrar based at Ngong Registry adopted her witness statement dated 14th November 2024 as her evidence in chief. She also produced the documents in the bundle of Documents as exhibits D1 to D23 respectively.
22. When cross examined by Mr. Kariuki for the Plaintiff, she stated that the green card is not in the file. She also stated that from other documents the transfer from the Plaintiff to Robert Keragita (2nd Defendant) was on the 12th September, 1995 but admitted that a certificate of official search done in 2008 showed the Plaintiff was the registered owner. She also stated the Plaintiff reported the dispute in the year 2016 and that there were earlier cautions placed on instructions by Mwangi Properties and Florence Seyanoi (1st Defendant) She also admitted that the title in favour of the 2nd Defendant showed that the land measures approximately (ten) 10 Acres. She admitted that the copies of charge and discharge from Kenya Commercial Bank were missing. She did not have the transfer from the Plaintiff to the 2nd Defendant and other related documents like consent from the Land Control Board.
23. She admitted that the original parcel Ngong/Ngong/1601 was sub divided into five portions and that Ngong /Ngong/86487 was transferred to the 3rd and 4th Defendants. She admitted that the value on the transfer was given as Kshs9.6 million.

She stated that the documents could have been misfiled. It was her testimony that the cautions must have been removed to enable the transfer to be effected in favour of the 3rd and 4th Defendants.



24. When cross examined by Mr. Gikonyo for the 1st Defendant, she stated that there was no transfer from the 1st Defendant to the 2nd Defendant. On cross examination by Mr Chacha for the 3rd and 4th Defendants she stated that there was no transfer from the Plaintiff to the 2nd Defendant. She further stated that there is a title in the name of the 2nd Defendant who has sub divided the land into five portions.
- It was her testimony that Ngong/Ngong/86487 was not acquired by the 8th Defendant.
25. When cross examined by Mr Dachi for the 8th Defendant, she stated that the 7th Defendant is the one which acquires and pays out compensation.
26. On re-examination, she stated that the Green card could be misplaced, misfiled or lost. Further that the 5th Defendant summoned the parties after the Plaintiff raised the complaint but they did not honour the summons.
27. DW3, Nathaniel Ochieng, a Land Surveyor working with the 8th Defendant adopted his witness statement dated 8th June 2022 his evidence in chief.
28. When cross examined by Mr. Kariuki for the Plaintiff, he confirmed that a portion of Ngong/Ngong/86485 and 86486 were acquired by the 8th Defendant and that payment was made by the 7th Defendant. He stated that the 8th Defendant was not involved in the acquisition.
29. On re-examination he reiterated that the acquiring entity is the 7th Defendant.
30. DW4, Geoffrey Osiago Monari, the 3rd Defendant testified on the 24th June 2025. He states that he was testifying on his own behalf and that of the 4th Defendant. He adopted his witness statement dated 11th October 2023 as his evidence in chief.
- He also produced the documents in the Bundle of documents as exhibits D1-to D12 respectively. He stated that he did not know the plaintiff and that he purchased the parcel known as Ngong/Ngong/86487 from the 2nd Defendant. He said he met the 2nd Defendant through a neighbour.
31. Further that he did due diligence and confirmed that 2nd Defendant was the registered owner. He stated that he followed the proper procedure in acquisition of the land prays that the Plaintiff's suit be dismissed with costs.
32. When cross examined by Mr. Kariuki for the plaintiff, he said he met the 2nd Defendant through a neighbour in the year 2015. He said he has tried to look for him in vain. He also stated that the sale agreements is available and that he paid Kshs.900,000/= for the parcel. He stated that the suit property is developed with rental houses though he did not attach any photographs to confirm the development.
33. He said he got approvals from the County Government before putting up the houses.
34. On cross examination by Ms Sharamo for the 1st Defendant, he stated that the did due diligence before purchasing the suit property. He said he did not know the 1st Defendant.
35. On re-examination he stated that it was not his obligation to look for the 2nd Defendant after the suit had been filed. He said he paid Kshs900,000/= for the land which is less than half an acre. He confirmed that the adjacent parcels were sub divisions of the mother title. He reiterated he has put up rental houses.
36. At the close of the oral testimonies, parties tendered final written submissions



The Plaintiff's Submissions

37. They are dated 25th July 2025. They raise four issues for determination
- (i). Whether the plaintiff is the legal owner of the suit property?
 - (ii) Whether 1st Defendant is entitled to the prayers sought in the Counterclaim?
 - (iii) Whether the Plaintiff is entitled to compensation for all that portion acquired by the 7th Defendant on behalf of the 8th Defendant?
 - (iv) Whether the Plaintiff is the legal owner of the suit property?
38. Counsel submitted that the title acquired by the 2nd Defendant was done illegally as the Plaintiff neither received any consideration for the transfer nor did he execute the necessary transfer forms for the transfer of the property.
- Reliance is placed on section 26 of the [Land Registration Act](#) 2012.
39. It is further submitted that the Land Registrar did not avail the consent from Land Control Board to validate the transfer between the Plaintiff and the 2nd Defendant.
- Reliance is placed on section 6 (1) and 8(1) of the [Land Control Act](#) and the case of David Sironga Ole Tukai Vs Francis Arap Muge & 2 Others (2014) eKLR.
40. The plaintiff further submitted that the 6th Defendant did not serve any notice on the cautioner warning the cautioner that the caution will be removed upon expiration of the provided timelines and to enable the Land Registrar effect Transfer in favour of the 2nd Defendant. The caution placed by the 1st Defendant was irregularly removed and any transactions succeeding therefrom were illegal.
- Reliance is placed on section 73 of the [Land Registration Act](#) and the case of Munyu Maina Vs Hiram Gathiha Maina(2013) eKLR; Rono Vs Lomsons Enterprises (2024) KEHC 6249(KLR).
- It is submitted that the 2nd Defendant's title was irregularly acquired hence the title for Ngong/ Ngong/1601 ought to revert to the Plaintiff.
41. It is also submitted that the cause of action accrued to the 1st Defendant in 1993 when the sale Agreement was executed by the parties; the limitation period under the statute lapsed in 2005 in respect of her claim to the suit property.
- Reliance is placed on Section 7 of the [Limitation of Actions Act](#) and the case of Rajput and Another Vs Divisions Integrated Development Programmes Co ltd (2021) eKLR.
42. It is also submitted that section 8(1) of the [Land Control Act](#) requires that an application for consent should be made in the prescribed form within six months of the making of the agreement.
- Reliance is placed on the case of Hirani Ngaithe Githire Vs Wanjiku Munge (1979) eKLR.
43. The Plaintiff further submitted that the 1st Defendant seeks specific performance for an agreement which she did not pay the full purchase price. He has put forward the case of Alton Homes Limited & Another Vs Davis Nathan Chelogoi & 2 others (2018) eKLR.
- It is his view that the 1st Defendant is not entitled to the prayers sought in the Counter Claim as she failed to fulfil her obligations under the agreement.
44. It is submitted that the 3rd and 4th Defendants did not attach a copy of the sale agreement for the purchase of the portion from the 2nd Defendant neither did they adduce evidence of payment of the



consideration. They cannot claim to be bonafide purchasers for value without notice of any defect in the title. He has put forward the cases of *Katende Vs Haridar & Company Limited* (2008) 2 E.A 173; *Funzi Development Ltd & Others Vs County Council of Kwale*, (2014) eKLR; *Dina Management Limited Vs County Government of Mombasa & 5 others* (Petition 8 (E010) of 2021) (2023) KESC 30 (KLR Republic Vs Minister for Transport & Communication & 5 Others Ex Parte WAA Ship Garbage Collector & 15 Others Mombasa HCA (2006) I KLR (E&L) 563;

It is the Plaintiff's submissions that the title issued to the 3rd and 4th Defendants was irregularly acquired as the 2nd Defendant did not have good title to transfer to them. It ought to be cancelled.

45. It is submitted that the 7th Defendant did not provide any evidence of valuation of the portion acquired or compensation paid. That the Plaintiff is entitled to compensation for the portion compulsorily acquired. Reliance is placed on section 107 (i) and 116 of the *Land Act* 2012.
46. Finally, it is submitted that the Plaintiff is entitled to the prayers sought in the plaint.

The 1st Defendant's Submissions

47. They are dated 2nd of February 2026. They raise three issues for determination.
 - i. Whether the Plaintiff has proven his case against the 1st Defendant
 - ii. Whether the 1st Defendant's Counter Claim is merited.
 - iii. Who should bear costs of the suit.
48. It is submitted that the Plaintiff has no valid claim against the 1st Defendant. That no material has been placed before this court to substantiate the alleged fraud on the part of the 1st Defendant.
49. It is also submitted that it is instructive that fraud is pleaded and proved to a standard above a balance of probabilities but not beyond reasonable doubt as was stated by the court in *Gichinga Kibutha Vs Caroline Nduku* (2018) KEELC 3981 (KLR)
50. It is submitted that the Plaintiff's claims of fraud against the 1st Defendant are completely unfounded and remain mere allegations.
51. It is also submitted that the Plaintiff received Kshs40,900/= leaving a balance of Kshs19,100 and that the transactions was never completed. All pertinent issues in the counter claim have been admitted by the Plaintiff

It is submitted that the agreement is still in force not having been repudiated by either party and hence the 1st Defendant is entitled to the 5 acres which the Court ought to order the Plaintiff to transfer to her.

Reliance is placed on the case of *Macho & Another Vs Athuman & 2 Others* (2025) KECA 2078 (KLR).

52. Counsel further submitted that the 1st Defendant had placed a caution on the suit property which was never withdrawn. The 2nd, 3rd and 4th Defendants could not justify how they obtained a title over the suit property and yet a caveat was in place at the time they purport to have obtained the title. The 5th Defendant confirmed the existence of the caution which was never lifted.

He has put forward the cases of *Zacharia Wambugu Gathimu & Another Vs John Ndungu Maina* (2019) eKLR; *Munyu Maina Vs Hiram Gathiha Maina* (2013) eKLR; *Samuel Kamere Vs Lands Registrar, Kajiado* (2015) eKLR



53. It is further submitted that the 2nd, 3rd and 4th Defendants titles ought to be cancelled. It is also prayed that costs be awarded to the 1st Defendant.

The 3rd And 4th Defendants' Submissions

54. By the time of writing the judgment the 3rd and 4th Defendants had not filed their written submissions.

55. It appears the 5th, 6th and 9th Defendants did not tender any final written submissions.

56. The 7th defendant did not file submissions.

The 8th Defendant's Submissions

57. They are dated 3rd November 2025. They raise three issues for determination: -

- i. Whether this suit brings any cause of action against the 8th Defendant;
- ii. Whether the Plaintiff has drawn any relief from the 8th Defendant;
- iii. Whether the suit against the 8th Defendant should be struck out.

58. It is submitted that this suit does not bring any cause of action against the 8th Defendant and ought to be dismissed with costs. Reliance is placed on the case of David Ngugi Waweru Vs Attorney General & Another (2017) eKLR.

59. It is submitted that the Plaintiff herein does not attribute any wrong doing or fraud on the part of the 8th Defendant.

Further that the 8th Defendant was not a party to the transactions between the Plaintiff and the 1st to 4th Defendants hence a stranger to the alleged fraud that occurred in the process of acquisition, sub-division and subsequent disposal of Ngong/Ngong/1601.

60. It is submitted that Section 111 of the *Land Act*; mandates the National Land Commission, the 7th Defendant herein to compensate parties whose property has been compulsorily acquired. As such; any claim by the Plaintiff ought to be addressed to the 7th defendant and not the 8th Defendant.

61. It is submitted that none of the reliefs sought is directed to the 8th Defendant. Reliance placed on the case of Geyser International Assets Limited Vs Attorney General & 3 Others (2021) eKLR.

62. It is the 8th Defendant's contention that it is not a necessary party to this suit and the same ought to be struck out in accordance with Order I Rule 10 of the Civil Procedure rules.

He has put forward the cases of Josphat Langat & 2 Others (Suing as the Officials of 343 Members of Koita Welfare Self Help Group) Vs Kericho County Government & 4 Others (2021) eKLR.; Boniface Omondi Vs Mathare Youth Sports Association & Another (2021) KEELRC 671 (KLR)

63. It prays that this suit against the 8th Defendant be struck out with costs.

Analysis And Determination

64. I have considered the pleadings the evidence on record, the written submissions and the authorities. The issues for determination are:-

- i. Whether the Plaintiff is the legal owner of the suit property.
- ii. Is he entitled to the reliefs sought in the plaint?



- iii. Is the 1st Defendant entitled to the prayers sought from the counter claim?
 - iv. Whether the titles issued to the 3rd and 4th Defendants ought to be cancelled.
 - v. Whether the Plaintiff is entitled to compensation for the portion acquired by the 7th Defendant on behalf of the 8th Defendant
 - vi. Who should bear cost of the suit?
65. It is not in dispute that the Plaintiff was the registered owner of the land known as Ngong/Ngong/1601 from 16th June 1972. He secured a loan facility with the National Bank of Kenya Limited on the 12th September 1972. He then entered into an agreement with the 1st Defendant for the sale of a portion of the land after she agreed to clear the loan of Kshs40,900/= due to the chargee. The balance of Kshs19,100 was to be paid upon the issuance of the consent from the Land Control Board for the portion purchased by the 1st Defendant. It appears the title was released to the 1st Defendant's Advocates, M/s Lakha & Co. Advocates.
66. The Discharge of Charge was registered on the 19th August 1993. It is not clear what transpired but the Plaintiff later learnt that the original title had been lost or misplaced whereas he commenced the process of replacement of the title.
- His efforts were frustrated by the 1st Defendant and the officials of the 6th Defendant and on 1st November 2016 he learnt that the parcel had been sub divided to create new parcels
67. According to DW2, Diana Yagomba a Land Registrar based at Ngong Land Registry, the Green card for the said parcel was not in the parcel file at the registry. She confirmed that from other documents it appears there was a transfer from William Lawrence Wachira to Robert Keragita on the 12th September 1995 yet the certificate of official search issued to the Plaintiff on the 2nd October 2008 showed that the Plaintiff was the registered owner. She stated that she did not have a copy of Transfer from the Plaintiff to the 2nd Defendant.
68. DW2 did not produce documents to support the acquisition by the 2nd Defendant from the Plaintiff. It was her case that the green card could be misplaced, misfiled or lost. The question that begs an answer is since the suit was filed in the year 2022 what efforts were put in place to ensure that the Green card and other documents related to these transactions were traced (including turning the Land Registry upside down).
- DW2 casually told the court that she did not have the documents.
69. She also admitted that there was a caution placed by the 1st Defendant but the same was lifted. As things stand DW2 could not produce the transfer documents leading to the acquisition of the suit property by the 2nd Defendant.
70. This court is left with no option but to conclude that the transfer to the 2nd Defendant was fraudulent. The title used to transfer the land to the 2nd Defendant purportedly in the name of the Plaintiff indicated the approximate area as ten (10) hectares while the title acquired by the 2nd Defendant indicated ten Acres. DW2 also stated that several cautions that had been registered against the title have been removed and she could not tell who removed them.
- From the foregoing, it can be said that the Plaintiff did not transfer the suit property to anybody leave alone the 2nd Defendant.
- It therefore follows that the 2nd Defendant who allegedly sold the suit property to the 3rd and 4th Defendants did not have a valid title thereto. In the absence of a valid title to the suit property, it is



common ground that the 2nd Defendant could neither sell nor convey any interests in favour of the 3rd and 4th Defendants (See the Doctrine of Nemo Dat Quod Non Habet)

71. Section 26 (1) of the [Land Registration Act](#), 2012 provides: -

“ A 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”.

It is the Plaintiff's contention that the title acquired by the 2nd Defendant for Ngong/ Ngong/1601 was acquired illegally as the Plaintiff neither received any consideration for transfer nor did he execute the necessary transfer document for the transfer of the suit property. No consent from the Land Control Board was sought or granted to validate the said transfer.

72. In the case of David Sironga Ole Tukai Vs Francis Arap Muge & 2 Others (2014) eKLR the Court of appeal made the following observations;

“Granted the centrality of the provisions of the [Land Control Act](#) in this appeal, it is important at this point to set out verbatim, some of the important provisions of that legislation. For present purposes, these are sections 6, 7, 8 and 22... How are the above provisions of the [Land Control Act](#) to be interpreted? The learned authors of The Law of Contract, Buttenworths Common Law Series (General Editor, Prof Michael Furmston), 3 ed. 2007, p. 1000 state as follows regarding express statutory prohibitions, like those of the [Land Control Act](#):

“Where contracts of a specific type are expressly declared to be illegal by a particular statute, the contract is rendered void and unenforceable from its very inception or formation. There is no need to embark on any inquiry into the legislative intent as such for the very simple reason that the legislative intent is evident from the express language of the statute itself. In other words, while the legislative intent remains crucial, the plain language on the face of the statute itself saves the court the time and trouble of inquiring into the intention of parliament in so far as that particular statute (or material provision thereof) is concerned. ”

The following five fundamental conclusions, in our view, are self-evident and flow directly from the above express provisions of the [Land Control Act](#):

All transactions involving agricultural land situated in a land control area are void for all purposes unless the Land Control Board with that Land Control area has sanctioned them...”

In Leonard Njonjo Kariuki Njoroge Kairuki alias Benson Njonjo Ca No.26 of 1979, this Court affirmed that once the land in question was proved to be agricultural land within



a controlled area, transactions affecting it consent from the Land Control Board. And in *Karuru Vs Gitura* (1981) KLR 247, the Court concluded that the provisions of the *Land Control Act* are of an imperative nature to the extent that there is no room for the application of any doctrine of equity to soften its provisions, "

73. The 1st Defendant has placed a caution in the suit property but the same was removed without any notice to her. It was done contrary to the provisions of Section 73 of the *Land Registration Act*, 2012.

74. In the case of *Munyu Maina Vs Hiram Gathiha Maina* (2023) eKLR the Court of Appeal held that:-

“We have stated that when a registered proprietor root of title is challenged, it is not sufficient to dangle the instrument of title as proof of ownership. It is that instrument of title that is challenged and the registered proprietor must go beyond the instrument to prove the legality of how he acquired the title to show that the acquisition was legal, formal and free from any encumbrances including any and all interests which would not be noted in the register”

75. It should be noted that the 2nd Defendant despite service failed to enter appearance and or file defence. He did not participate in these proceedings. In my view he squandered the opportunity to explain how he obtained the title. From the records at the Land Registry it states that he is the registered owner of the other four sub-divisions. According to DW4 Geoffrey Osiago Monari (the 3rd Defendant) he tried to trace the 2nd Defendant in vain.

I find that the absence of the 2nd Defendant in these proceedings is because of the fear of the consequences he may face over the fraudulent acquisition of the suit property

76. In the absence of any documents confirming the transfer from the Plaintiff to the 2nd Defendant or anybody else, I find that the plaintiff is the legal owner of the land originally known as Ngong/Ngong/1601 and the resultants sub- divisions.

77. The 1st Defendant’s case is that she entered into an agreement with the Plaintiff, on the 4th October 1993 for the purchase of five (5) acres out of Ngong/Ngong/1601. The purchase price was Kshs12,000/= per acre. She paid Kshs40,900/= directly to the National Bank of Kenya to settle an outstanding loan and the original title was released to her to register the discharge of charge.

78. It is not in dispute that she did not pay the balance of Kshs19,100/=. It is her case that the transaction could not be completed as she was unable to trace the Plaintiff; and the title was misplaced by the firm of M/s Lakha & Co. Advocates. As to whether she is telling the truth; it is hard to tell. She is now deceased and her evidence was not tested on cross examination. It is also her case that the caution she had placed was removed without any notice. She stated that she is entitled to five acres out of the suit property.

79. It should be noted that the 1st Defendant did not seek to exert her rights over the portion, she had bought from the Plaintiff. Her reason was that she could not trace the Plaintiff and that the title was misplaced by her Advocate. It was not until the Plaintiff filed this suit that she put in a defence and counterclaim. From the year 1993 what had she done to exert her rights? Nothing, I believe she knew more about the missing title than she told the court.

80. Section 7 of the Limitation of Action Act provides as follows:

“7 Actions to recover land”



“An action may not be brought by any person to recover and after the end of twelve years from the date on which the right of action accrued to him or, if it first accrued to some person through whom he claims, to that person.”

In the case of *Rajput & another v Divisional Integrated Development Programmes Co Ltd* [2021] eKLR the Court held as follows:

“Section 7 of the *Limitation of Actions Act* provides that an action for recovery of/and may not be brought after the lapse of 12 years from the date the right of action accrued to the Plaintiff. Therefore, in regard to the agreement of December, 2007, the limitation period lapsed on December 2019. On the second agreement of 25th January 2008, the limitation period lapsed on 25th January, 2020. Essentially therefore, the Plaintiffs' suit having been filed on 7 July 2020, was filed out of time. ”

81. I agree with the plaintiff's submissions that the 1st Defendant's Counter Claim is statute barred. The cause of action lapsed in the year 2005.

I also find the consent from the Land Control Board was not sought in accordance with Section 8 (1) of the *Land Control Act*. The agreement was executed on the 4th October 1993 but the consent to subdivide and transfer the suit property was not sought within the prescribed period.

82. In the Case of *Ahmed Ibrahim Suleiman & Another vs Noor Khamis Sunir* (2013) eKLR Mutungi J observed thus;

“Registration of a caution alone cannot create a registrable interest where there was none. The essence of registering a caution or a caveat is to act as a stop gap measure to enable the cautioner or caveatee to initiate action to establish his or her interest.....”

The 1st Defendant in the instant suit cannot rely on the caution as the basis of her claim. She admitted that she did not pay the balance of Kshs.19,100. No consent from the Land Control Board was obtained. She is not in possession of the suit property.

83. I find that the prayers for specific performance cannot issue. In the case of *Alton Homes Ltd & Another Vs Davis Nathan Chelogo & 2 others* (2018) eKLR the court held thus:

“.....a party seeking an order of specific performance must show and satisfy the court that he/it can comply and that it must be ready, willing and able to do so and not just mere allegations. Further the said party must show proof that he/it has complied with his/ its part of the agreement”

84. Similarly, in the case of *Reliable Electrical Engineers Ltd vs Mantrac Kenya Ltd* (2006) eKLR Maraga J (as he then was) stated:

“Specific performance like any other equitable remedy is discretionary and the court will only grant it on well stated principles. The jurisdiction of specific performance is based on the existence of a valid enforceable contract. It will not be ordered if the contract suffers from some defect, such as failure to comply with the formal requirement or mistake or illegality, which makes the contract invalid or unenforceable.

Ever where a contract is valid and enforceable, specific performance will however not be ordered where there is an adequate alternative remedy. In this respect damages are considered



to be an adequate remedy where the claimant can readily get the equivalent of what he contracted for from another source.....

Even where damages are not an adequate remedy specific performance may still be refused on the ground of undue influence of where it will cause severe hardship to the defendant.”

I find that the 1st defendant is not entitled to the reliefs sought in the counter claim and the same is dismissed.

85. It is upto the plaintiff to decide whether to refund the part purchase price to the 1st defendant or enter into fresh negotiations. It is really up to the parties.

86. DW4 Geoffrey Osiago Monari, the 3rd defendant, told the court that he was introduced to the 2nd defendant by a neighbour. He said he and the 4th defendant bought land known as Ngong/Ngong/86487 from the 2nd defendant for Kshs.900,000. The same has been sub-divided into four portions. It is his case that they are bona fide purchasers for value without any notice of defect on the title.

87. What is curious is that since the filing of this suit he did not bother to trace the 2nd defendant. He stated that it was not his obligation but his title depends on whether the 2nd defendant had good titles to pass to them. In my view it was in their interest to avail the 2nd defendant.

I also note that he did not avail the sale agreement between them and the 2nd defendant. There was also no proof that Kshs.900,000 had been paid to the 2nd defendant.

The transfer showed that the suit property was valued at Kshs.9,600,000/= for purposes of stamp duty yet they paid Kshs.900,000/=

I find that the 2nd Defendant having acquired the title fraudulently could not pass a good title to the 3rd and 4th Defendants.

88. Their Claim that they were bonafide purchases for value without notice of any defect in the title cannot stand given the above anomalies.

In the case of *Katende vs Haridar & Company Ltd* (2008) 2 EA 173 it was held :

“For the purposes of this appeal, it suffices to describe a bona fide purchaser as a person who honestly intends to purchase the property offered for sale and does not intend to acquire it wrongly. For a purchaser to successfully rely on the bona fide doctrine, (he) must prove that:

- a. He holds a certificate of title;
- b. He purchased the property in good faith;
- c. He has no knowledge of the fraud;
- d. He purchased for valuable consideration
- e. The vendors had apparent valid title;
- f. He purchased without notice of any fraud;
- g. He was not party to any fraud.



Similarly in the case of Samuel Kamere vs Land Registrar Kajiado (2015) KLR the Court of Appeal stated as follows: -

“In order to be considered a bona fide purchaser for value, they must prove, that they acquired a valid and legal title, secondly, they carried out the necessary due diligence to determine the lawful owner from who they required a legitimate title and thirdly that they paid valuable consideration for the purchase of the suit property”

I am guided by the above authorities in finding that the 3rd and 4th Defendants cannot be innocent purchasers for value without notice of any defect in the title.

89. They went about this transaction casually. I believe they were aware that the 2nd Defendant had no good title especially by purchasing the land at gross wider value. The title in their names ought to be cancelled as the 2nd Defendant did not have good title to pass on to them.

90. Section 107 (1) and 117 of the Land Act 2012 sets out the procedure for compulsory acquisition. It is a process. It should be noted that the Plaintiff stated that he had no claim against the 8th Defendant. It should also be noted that by the time the 7th Defendant was acquiring the portions on behalf of the 8th defendant, the original title Ngong/Ngong/1601 did not exist. It has been sub divided into five portions. The owner of these sub-divisions was the 2nd Defendant.

If he presented the titles to the 7th Defendant how could the 7th Defendant know he was not the genuine owner? The process of gazette in the Daily Newspapers is to alert the members of the Public about the intended acquisition and to invite objections.

91. When no objections were received I believe payment of compensation went to the 2nd Defendant who was the purported registered owner of the sub divisions at the time.

The 7th Defendant could not be faulted in every way. Mistakes do occur.

They were not notified of any dispute as none existed at the time. The 8th Defendant had no role to play in the acquisition of the portions and ought not to be dragged into this suit. The plaintiff admitted he had no claim against the 8th Defendant. I find that the 8th Defendant is entitled to costs of the suit to be borne by the Plaintiff.

92. The Plaintiff ought to follow up the issue of compensation with the 7th Defendant. As to whether the 7th Defendant will be able to recover the money from the 2nd Defendant is an issue for another day.

93. Before I conclude I wish to state that the 5th Defendant cannot be absolved from any blame. I believe the officers in that office acted in collusion with the 2nd Defendant to have the title transferred to the 2nd Defendant and eventually allow him to sub divide the land and to dispose to third parties.

The 5th Defendant could not avail any documents in respect of the fraudulent transactions. I believe that the 5th Defendant was aware that the 2nd Defendant was a fraudster but allowed him to get away. It is said that certain portions are still in the name of the 2nd Defendant.

94. This is not an isolated case. The 5th Defendant has really caused a lot of pain to many unsuspecting land owners. The fact that the documents are not available means the court will never know the particular Land Registrar involved otherwise I would have recommended further action or that he bears the costs of this suit personally.

95. The upshot of the matters that I find that the Plaintiff has proved his case as against the Defendants jointly and severally.



96. I enter judgment on in his favour as follows:

- a. That a permanent injunction is hereby issued restraining the 2nd, 3rd and 4th Defendant jointly and severally herein either by themselves, their servants and/or employees and/or any other persons working under their instructions from selling, transferring, alienating, disposing, interfering and/or dealing with the suit property being original title number Ngong/Ngong/1601 or the resultant subdivisions being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567.
- (b) That a declaration be and is hereby issued that the transfer of the suit land being original Ngong/Ngong/1601 and resultant subdivisions being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567 from the name of WILLIAM LAWRENCE WACHIRA (the Plaintiff herein) into the name of the names of Robert Keragita Ondara, Geoffrey Osiago Monari And Douglas Mirigo Mokaya was fraudulent and illegal.
- (c) That declaration is hereby issued that the process of sub-division of title Number Ngong/Ngong/1601 into Ngong/Ngong/86485, Ngong/Ngong/86486r Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567 undertaken by the 2nd, 3rd and 4th Defendants was null and void.
- (d) That a declaration is hereby issued that the opening of new registers for Title Numbers Ngong/Ngong/86485 , Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567 and the procedural steps leading thereto are null and void.
- (e) That an order is hereby issued directing the Land Registrar cancel that the titles issued to the 2nd, 3rd and 4th Defendants herein Robert Keragita Ondara, Geoffrey Osiago Monari And Douglas Mirigo Mokaya in the suit properties being original number Ngong/Ngong/1601 and resultant subdivisions being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070 or Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567



- (f) That the Land Registrar is hereby directed to reinstate the Original Registry Index Map in respect of Ngong/Ngong/1601 and the Plaintiff's Title be reinstated
- (g) That the Land Registrar is directed to ensure:-
That the register of the land parcel being original number Ngong/Ngong/1601 and resultant subdivisions being Ngong/Ngong/86485, Ngong/Ngong/86486, Ngong/Ngong/86488, Ngong/Ngong/98068, Ngong/Ngong/98069, Ngong/Ngong/98070, Ngong/Ngong/98071, Ngong/Ngong/101558, Ngong/Ngong/101559, Ngong/Ngong/101560, Ngong/Ngong/101561, Ngong/Ngong/101562, Ngong/Ngong/101563, Ngong/Ngong/101564, Ngong/Ngong/101565, Ngong/Ngong/101566 and Ngong/Ngong/101567 be rectified, so as to remove the entries in favour of the 2nd, 3rd and Defendants herein ROBERT Keragita Ondara, Geoffrey Osiago Monari And Douglas Mirigo Mokaya and the title to revert back to the proprietorship of William Lawrence Wachira.
- (h) That declaration is hereby issued that the Plaintiff is entitled to the ownership and exclusive use, occupation and possession of Ngong/Ngong/1601.
- (i) That costs of the suit be borne by the 2nd, 3rd, 4th, 5th, 6th and 9th defendants.

JUDGMENT DATED, SIGNED AND DELIVERED VIRTUALLY AT NAKURU THIS 23RD DAY OF APRIL 2026.

L KOMINGOI

JUDGE

In presence of :-

Mr Kariuki for the plaintiff

Mr Gikonyo for the 1st Defendant

No appearance for the 2nd Defendant

Mr Chacha for the 3rd and 4th Defendants

No appearance for the 5th, 6th and 9th Defendants

No appearance for the 7th Defendant

Mr Dachi for the 8th Defendant

Court Assistant: Derick

