



Muwa Trading Co. Ltd & another v City Council of Nairobi (Environment and Land Case Civil Suit 203 of 2010) [2025] KEELC 20 (KLR) (16 January 2025) (Judgment)

Neutral citation: [2025] KEELC 20 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT AND LAND CASE CIVIL SUIT 203 OF 2010**

**JO MBOYA, J
JANUARY 16, 2025**

BETWEEN

MUWA TRADING CO. LTD 1ST PLAINTIFF

J. N MUNGAI 2ND PLAINTIFF

AND

CITY COUNCIL OF NAIROBI DEFENDANT

JUDGMENT

Introduction And Background

1. Vide Plaintiff dated the 30th April 2010, the Plaintiffs herein have approached the Honourable court wherein same [Plaintiffs] seeks for the following reliefs [verbatim]:
 - i. This Honourable Court do issue and Order that the Defendant's subsequent allocations and consents or approvals of assignments and/or subletting of the parcels of land known as L.R NO: 12062/674, L.R NO: 12062/673, L.R NO: 12062/672 NAIROBI after initially allocating the same to the Plaintiffs be declared null and void.
 - ii. This Honourable Court do issue an Order restraining the Defendant through its servants, agents and/or employees whomsoever from in anyway allocating and/or assigning the lessees or subletting all those parcels of land known as L.R No 12062/674 L.R NO 12062/673, L.R NO: 12062/672 NAIROBI while the lease agreements between the Plaintiffs and Defendant dated 18th February 1993, 11th March, 1993 and 11th March 1993 subsist.
 - iii. This honourable Court do issue and Order compelling the Defendant by itself or and/ or through its servants and agents to evict all person and demolish all structures erected by the allottees thereon.
 - iv. Cost and Interest[s] at court rate.



2. Upon being served with the Plaint and summons to enter appearance [STEA] the Defendant herein duly entered appearance and thereafter filed a statement of defence dated the 8th June 2010 and wherein the Defendant denied the claims raised by the Plaintiffs. In particular, the Defendant contended that the Plaintiffs herein lacked the requisite primary documents from the Defendant to demonstrate that same [Plaintiffs] own the suit plots.
3. Contemporaneous with the filing of the suit, the Plaintiffs also filed an application for Temporary Injunction and which application was heard and disposed of. However, the hearing of the main suit stagnated up to and including the 17th September 2024; when same was ultimately heard.
4. Be that as it may, the instant matter is yet one of those matters that do not augur/ portend well with the requirement for timely and expeditious disposal of suits. For good measure, the matter beforehand has stayed in the corridors of justice for more than 14 years and this does not sit well with the aspirations espoused vide the provisions of Article 159[2][b] of *the Constitution*, 2010.
5. Nevertheless, it is my hope that with time the leadership of the judiciary shall put in place suitable mechanism to facilitate the realization of the overriding objectives of the court. Equally, it is my hope that sooner than later the aspirations captured vide Article 159[2][b] of *the Constitution* shall come fruition.

Evidence By The Parties:

Plaintiffs' Case:

6. The Plaintiffs' case revolves around the evidence of one witness, namely, James Mungai Njenga. Same testified as PW1.
7. It was the testimony of the witness [PW1] that same is a Director of the 1st Plaintiff herein. Furthermore, the witness averred that by virtue of being a Director of the 1st Plaintiff, same [PW1] is therefore conversant with the facts of this matter.
8. Additionally, the witness averred that same has also recorded a witness statement dated the 18th October 2019. To this end, the witness sought to adopt and rely on the contents of the witness statement. In this regard, the witness statement dated the 18th October 2019 was adopted and constituted as the evidence in chief of the witness.
9. Furthermore, the witness averred that the Plaintiffs herein have equally filed a list and bundle of documents dated the 18th October 2019. In particular, the witness averred that the documents at the foot of the list and bundle of documents relate to the dispute beforehand. In this regard, the witness sought to tender and produce the documents as exhibits before the court.
10. Though learned counsel for the Defendant intimated that same [counsel] was averse to the production of the documents, the objection was thereafter rescinded. In this respect, the documents at the foot of the list dated the 18th October 2019 were tendered and produced as exhibits P1 to P28, respectively.
11. On the other hand, the witness also alluded to the Plaint dated the 30th April 2010 and sought to adopt and rely on same. For good measure, the contents of the Plaint under reference and the verifying affidavit were duly adopted on behalf of the witness.
12. On cross examination, by learned counsel for the Defendant, the witness averred that the Plots in question were lawfully allocated to both the 1st Plaintiff and to himself. In particular, the witness



- averred that the Plaintiff was allocated Plots Number[s] 12062/674 and 12062/673, respectively. It was the further testimony of the witness that same [2nd Plaintiff] was allocated Plot number 12062/672.
13. Whilst under further cross examination, the witness averred that the suit Plots were thereafter registered in the names of the 1st Plaintiff and himself. In this regard, the witness referenced the certificate of title[s] that have been tendered and produced before the court.
 14. It was the further testimony of the witness that even though the suit properties belong to and are registered in the names of the 1st Plaintiff and himself, the Defendant herein continued to give consents and approvals to third parties to enter upon and construct thereon. Nevertheless, the witness averred that the Defendant herein has no authority to authorize any third party to enter upon the suit properties which lawfully belong to and are registered in the names of the 1st Plaintiff and himself.
 15. On further cross examination, the witness averred that the complaint before the court touches on and concerns illegal allocation of the suit properties by the Defendant. In particular, the witness reiterated that the suit properties belong to the First Plaintiff and himself.
 16. Whilst still under cross examination, the witness averred that the suit properties were allocated to the 1st Plaintiff and himself by the City Council of Nairobi [now defunct] thereafter the witness averred that the properties were registered in favour of 1st Plaintiff and himself. To this end, the witness has referenced the various certificate[s] of title tendered and produced as exhibits before the court.
 17. On re-examination, the witness averred that the documents pertaining to the allotment of the suit properties to and in favour of the 1st Plaintiff and himself have been tendered and produced before the court. Furthermore, the witness averred that subsequent to the allotment, the 1st Plaintiff and himself complied with the terms of the letter of allotment and same [1st Plaintiff and himself] were issued with certificate[s] of titles].
 18. It was the further testimony of the witness that the suit properties lawfully belong to and are registered in the names of the 1st Plaintiff and himself. In this regard, the witness implored the court to find and hold that the Defendant has no authority over the suit property.
 19. With the foregoing testimony, the Plaintiffs' case was duly closed.

Defendant's Case:

20. Though the Defendant entered appearance and filed a statement of defence, the Defendant however neither filed a list of witnesses nor witness statement. In addition, the Defendant did not file any bundle of documents.
21. Other than the foregoing, it suffices to state that learned counsel for the Defendant intimated to the court that the Defendant was not calling any witness. To this end, learned counsel for the Defendant proceeded to and closed the Defendant's case.

Parties' Submissions:

22. At the close of the hearing, the advocates for the parties covenanted to file and exchange written submissions. In this respect, the court proceeded to and circumscribed the timelines for the filing and exchange of the written submissions.
23. Pursuant to the directions of the court, learned counsel for the Plaintiff filed written submissions and wherein same [counsel] highlighted the fact that the suit properties belong to and are registered in the names of the Plaintiffs. In addition, leaned counsel submitted that by virtue of being the registered



proprietor of the suit properties, the Plaintiffs have the right to exclusive possession, occupation and use thereof.

24. Additionally, learned counsel for the Plaintiff submitted that despite the fact that the Plaintiffs are the lawful and registered proprietors of the suit properties, the Defendant herein has variously authorized and given approvals to third-parties to enter upon and undertake constructions on the suit properties. For good measure, it has been submitted that the impugned actions by the Defendant, constitutes illegal interference with the Plaintiffs' right to the properties in question.
25. On the other hand, the Defendant herein did not file any written submissions. Notably, no submissions are discernible from the CTS [the E-portal of the court].

Issues For Determination:

26. Having reviewed the pleadings; the witness statement; the evidence tendered [both oral and documentary] and upon consideration of the written submissions filed on behalf of the Plaintiff, the following issues do emerge and are thus worthy of determination;
 - i. Whether the Plaintiffs herein are the lawful and registered proprietors of the suit properties or otherwise.
 - ii. If the answer to [i] above is in the affirmative, whether the Defendant can grant consents or approvals to third-parties to enter upon the suit properties or otherwise.
 - iii. What orders, if any, ought to issue.

Analysis And Determination

Issue Number 1 Whether the Plaintiffs herein are the lawful and registered proprietors of the suit properties or otherwise.

27. The Plaintiffs herein have contended that the suit properties were lawfully allocated to and in their favour. In this regard, the Plaintiffs have tendered and produced before the court three [3] sets of letters of allotment pertaining to and concerning the various plots. Suffice it to take cognizance of exhibit P4, P5 and P6 respectively.
28. Additionally, evidence was tendered on behalf of the Plaintiffs that upon being issued with the letters of allotments vide exhibits P4, P5 and P6, respectively, the Plaintiffs complied with the terms thereof. In particular, it was stated that the Plaintiffs duly paid the requisite stand premium within the set timelines. To this end, PW1 referenced the copies of the cheques that were paid to and in favour of the Defendant and the acknowledgement receipts issued by the Defendant.
29. It was the further testimony of PW1 that upon compliance with the terms of the letter of allotment, the designated plots were subjected to survey and thereafter the preparation of the Survey Plan and the Deed Plan. Instructively, PW1 averred that the Plaintiffs were ultimately issued with the requisite certificate of titles.
30. It was the evidence of PW1 that the Plaintiffs herein are the lawful and legitimate proprietors of the suit properties. To this end, Pw1 referenced the certificate[s] of title which were tendered before the court as exhibits 11, 12 and 13, respectively.
31. Premised on the certificates of titles [details in terms of the preceding paragraph], PW1 contended that the Plaintiffs have the right to exclusive and absolute occupation and possession of the suit properties.



32. It is important to point out that the evidence tendered by and on behalf of the Plaintiffs herein was neither controverted nor challenged. For good measure, the Defendant did not call any evidence or at all.
33. To the extent that the evidence tendered by and on behalf of the Plaintiffs was neither challenged nor controverted, it suffices to state and underscore that the evidence by the Plaintiff remains unshaken. To this end, I come to the conclusion that the Plaintiffs have demonstrated/proven that same [Plaintiffs] are the lawful proprietors of the suit properties.
34. To buttress the finding that the Plaintiffs are the lawful proprietors of the suit properties, it is apposite to take cognizance of the holding in the case of *Wreck Motor Enterprises v Commissioner of Lands & 3 others* [1997] eKLR, where the court stated and observed as hereunder;

Title to landed property normally comes into existence after issuance of a letter of allotment, meeting the conditions stated in such a letter and actual issuance thereafter of title document pursuant to provisions held. See *Dr. Joseph N.K. Arap Ng'ok v Justice Moiwo ole Keiwua & 4 Others*, Civil Application No. NAI.60 of 1997 (unreported). Sections 23(1) of the Registration of Titles Act reads as follows:-

"Section 23 (1)

The certificate of title issued by the registrar to a purchaser of land upon a transfer or transmission by the proprietor thereof shall be taken by all courts as conclusive evidence that the person named therein as proprietor of the land is the absolute and indefeasible owner thereof, subject to the encumbrances, easements, restrictions and conditions contained therein or endorsed thereon, and the title of that proprietor shall not be subject to challenge, except on the ground of fraud or misinterpretation to which he is proved to be a party."

35. Similarly, it is important to cite and reference the decision in the case of *Elizabeth Wambui Githinji & 29 others v Kenya Urban Roads Authority & 4 others* [2019] eKLR, where the court stated thus;

If a certificate of lease duly issued by the Registrar is prima facie evidence of ownership and if the owner is proved to have exercised due diligence at the point of acquisition, on what basis could the appellants' petition for protection under Article 40 be defeated?

It has long been accepted beyond debate that the land registration process in Kenya is a product of the Torrens system. This was acknowledged in, among a long line of decided cases, this Court's judgments in *Dr. Joseph Arap Ngok V. Justice Moiwo ole Keiwua & 5 others*, Civil Appeal No. Nai. 60 of 1997 and *Charles Karathe Kiarie & 2 Others V Administrators of Estate of John Wallance Muthare (deceased) & 5 others*, Civil Appeal 225 of 2006.

Under that system, the title of a bona fide purchaser for value without notice of fraud cannot be impeached; that the land register must mirror all currently active registrable interests that affect a particular parcel of land; that the Government, as the keeper of the master record of all land in Kenya and their owners, guarantees indefeasibility of all rights and interests shown in the land register against the entire world; and that in case of loss arising from an error in registration, the Government guarantees the person affected of compensation. Finally, the statutory presumption of indefeasibility and conclusiveness of title based on the register can be rebutted only by proof of fraud or misrepresentation which the buyer is himself shown to have been involved.



The object of the Torrens system was, in very compelling language, explained in the decision of the Privy Council in *Gibbs V. Messer* [1891] AC 247 P.C. at page 254 as follows:-

“The main object of the Act, and the legislative scheme for the attainment of that object, appear to them to be equally plain. The object is to save persons dealing with registered proprietors from the trouble and expense of going behind the register, in order to investigate the history of their author’s title, and to satisfy themselves of its validity. That end is accomplished by providing that everyone who purchases, in bona fide and for value, from a registered proprietor, and enters his deed of transfer or mortgage on the register, shall thereby acquire an indefeasible right, notwithstanding the infirmity of his author’s title.”. (Emphasis supplied).

36. Premised on the import and tenor of the Torrens principle and coupled with the facts that the certificate of titles which were issued in favour of the Plaintiffs have never been revoked, it is my finding and holding that the Plaintiffs herein are the lawful and legitimate proprietors of the suit properties.

Issue Number 2 If the answer to [i] above is in the affirmative, whether the Defendant can grant consents or approval[s] to third-parties to enter upon the suit properties or otherwise.

37. Following the allotment of the suit properties to and in favour of the Plaintiffs and coupled with the payment of the requisite stand premiums, the Defendant herein ceased to have any lawful rights/ interests over the suit property.

38. Suffice it to underscore that upon allotment of the suit properties to the Plaintiffs, the suit properties became private properties and hence the Defendant herein was divested of any powers/mandate thereto.

39. Without belabouring the foregoing position, it is imperative to cite and reference the decision in the case of *Benja Properties Limited v Syedna Mohammed Burhannudin Sahed & 4 others* [2015] eKLR, where the court considered the implication of allotment of land.

40. For coherence, the Court of Appeal stated as hereunder;

25. In arriving at our decision, we note that an interest in land cannot be allotted, alienated or transferred when the specific parcel of land allotted is not in existence. Allotment of an interest in land is a transaction in rem attaching to and running with a specific parcel of land. In the instant case, the allotment by the Commissioner of Land to the original allottees did not attach in rem to any land since there was no parcel upon which the allotment could attach. What the 5th respondent, the appellant and the original allottees did was to engage in paper transactions without a parcel of land upon which any interest in land would attach and vest – it was paper transactions without any parcel of land as its substratum.

41. Furthermore, it is worthy to state that if the Defendant had any lawful basis to interfere with the Plaintiffs title to the suit properties, then it behoves the Defendant to comply with the due process of the law. Pertinently, the Defendant herein could not resort to any self-help mechanism not known to law.

42. In my humble view, the allotment of the suit properties, to and in favour of the Plaintiffs vested in the Plaintiffs lawful rights. To this end, the Plaintiffs were entitled to absolute and exclusive possession, occupation and use of the suit properties. [See Section 23 of the Registration of Titles Act, Chapter 281 Laws of Kenya [now repealed].



43. The scope of the rights of a registered proprietor/owner of a landed property, were also highlighted in the case of *Waas Enterprises Limited v City Council Of Nairobi & another* [2014] eKLR, where the court stated and observed thus;

As a registered proprietor, the plaintiff is entitled to enjoy all proprietary rights to the exclusion of all others. This includes the right to exclusive possession of the suit land. The rights of a proprietor of land are set out in Sections 24 and 25 of the *Land Registration Act* which provide as follows :-

“24. Subject to this Act—

- (a) the registration of a person as the proprietor of land shall vest in that person the absolute ownership of that land together with all rights and privileges belonging or appurtenant thereto; and
- (b) the registration of a person as the proprietor of a lease shall vest in that person the leasehold interest described in the lease, together with all implied and expressed rights and privileges belonging or appurtenant thereto and subject to all implied or expressed agreements, liabilities or incidents of the lease.

25.

- (1) The rights of a proprietor, whether acquired on first registration or subsequently for valuable consideration or by an order of court, shall not be liable to be defeated except as provided in this Act, and shall be held by the proprietor, together with all privileges and appurtenances belonging thereto, free from all other interests and claims whatsoever, but subject—
 - 1. to the leases, charges and other encumbrances and to the conditions and restrictions, if any, shown in the register; and
 - 2. to such liabilities, rights and interests as affect the same and are declared by section 28 not to require noting on the register, unless the contrary is expressed in the register.
- (2) Nothing in this section shall be taken to relieve a proprietor from any duty or obligation to which the person is subject to as a trustee.”

It therefore follows from the above that only the plaintiff is entitled to enjoy proprietary rights over the suit land. The 2nd defendant had no right to the suit land. She must therefore vacate the suit land and hand over possession to the plaintiff.

44. In a nutshell, the Defendant herein has no rights and or authority over the suit properties. To this end, any actions, consent[s] and/or approval[s] issued to and in favour of third-parties were/are illegal and unlawful.



Issue Number 3 What orders, if any, ought to issue.

45. The Plaintiffs herein have sought for a plethora of reliefs at the foot of the Plaint dated the 30th April 2010. Firstly, the Plaintiffs have sought for a declaration that the subsequent allocation, consent[s] and assignments, if any, in respect of the suit properties are illegal, null and void.
46. Whilst discussing issue number two [2] herein before, this court has found and held that upon the allotment of the suit properties to the Plaintiffs and following the compliance with the terms of the letter of allotment, the Defendant herein ceased to have any authority over the suit properties.
47. Consequently, it follows that the Defendant herein could not purport to grant any consents, approval or assignments impacting on the suit properties. Suffice it to state that if any such consents, approvals and assignments were granted, then same are void illegal null and void.
48. Furthermore, the Plaintiffs have also sought for an order of permanent injunction to restrain the Defendant from allocating and/or assigning any licenses over and in respect of the suit properties. Instructively, the registered owner of a landed property is entitled to quiet and peaceful enjoyment of the designated property. Such a right cannot be enjoyed and/or partaken of if there are interference[s] from Third-parties.
49. Pertinently, the nature of the rights and interests of the registered proprietor have been delineated in a plethora of judicial decisions. The notable decision worthy of citation and reference is the case of *Mohansons (Kenya) Limited v Registrar of Titles, Mary Murtazza Ondatto & Attorney General* (Petition 103 of 2012) [2017] KEELC 2730 (KLR) (6 June 2017) (Ruling), where the court held thus;

(17) The petitioner as a registered proprietor of the suit property has established a strong prima facie case for the grant of the reliefs for the protection of his property rights sought in the petition. I do not agree that the petition is about ownership of the suit property which should be determined by a civil suit rather than by petition for protection of property rights.

Having perused petition, I do not accept that the petitioner has violated the rule of specificity of pleading constitutional claims as propounded by *Anerita Karimi Nejrū v. A.G No. 1 (1979) KLR 154*. The petitioner as registered proprietor asserts his constitutional right to protection of property under Article 40 of *the Constitution*. If he 2nd Respondent contends that the title of the petition is vitiated by fraud, misrepresentation or the certificate of title is illegal, unprocedural or obtained through a corrupt scheme, it is for the said respondent to move the appropriate Court by suitable proceedings in that behalf for such determination. In the absence and prior to any such determination, the petitioner is entitled to protection of his undoubted property rights.

(18) As held by the Court of Appeal for East Africa held in *Moya Drift Farm Ltd. v. Theuri (1973) EA 114* a registered proprietor of land is the absolute and indefeasible owner of land and is entitled to take proceedings for trespass and eviction of a trespasser even if he did not have possession of the property. *Spry, V-P* at 116, considered the effect of section 23 of the Registration of Titles Act and held –

“I cannot see how a person could possibly be described as “the absolute and indefeasible owner” of land if he could not cause a trespasser to be evicted. The Act gives a registered proprietor his title on registration and, unless there is any other person lawfully in possession, such as a tenant, I think that title carries with it legal possession: there is nothing in the Act to say or even suggest that his title is imperfect until he has physical possession.”



Sir William Duffus, P. *ibid* at p.117 agreed with Spry, JA as follows:

“In any even I agree with the Vice-President that the fact that the appellant was the registered proprietor as owner in fee simple under the Registration of Titles Act, and as such vested with the absolute and indefeasible ownership of the land, was sufficient to vest legal possession of the land in the appellant and that this possession would be sufficient to support the action of trespass against a trespasser wrongly on the land.”

The third member of the Court, Lutta, JA agreed with the judgment prepared by the Spry, V-P.

50. Without much ado, I am persuaded that the Plaintiffs herein are entitled to an order of permanent injunction. Without such an order, the Plaintiffs right to the suit properties shall be exposed to infringement and/or violations.
51. Finally, the Plaintiff herein have sought for an order to compel the Defendant either by itself or through its servants to evict all persons and demolish all structures erected by [sic] allottees thereof.
52. Despite the fact that I have found and held that the Plaintiffs are entitled to absolute and exclusive occupation, possession and use of the suit property, I am afraid that the court cannot legally direct the Defendant herein to undertake the eviction and demolition in the manner sought. For coherence, it behoves the Plaintiff to implead [sic] various trespassers and to procure suitable orders of eviction.
53. On the other hand, there is no gainsaying that the Defendant herein is not mandated to undertake any evictions and demolitions pursuant to orders of the court. Pertinently, execution and enforcement of court orders are undertaken by court bailiffs/licenced auctioneers. See the *Auctioneers Act* 1996 and the Auctioneers Rules 1997.
54. Arising from the foregoing, I find it difficult to grant the order directing the Defendant to evict all persons and to demolish the structures of [sic] such persons from the suit properties. Instructively, the right to fair hearing and the due process of the law, must be adhered to at all time. See *Standard Chattered Financial Services v Manchester Outfitters [formerly Kings Woolen Ltd]* [2016]eKLR; See also the *Speaker Kisumu County Assembly & Others v The Clerk Kisumu County Assembly & Others* [2015]eKLR.

Final Disposition:

55. Having considered the thematic issues [details highlighted in the body of the judgment], I come to the conclusion that the Plaintiffs herein have proved their case on a balance of probabilities. In any event, there is no gainsaying that the testimony on behalf of the Plaintiff was not controverted. In the circumstances, judgment be and is hereby entered in favour of the Plaintiffs on the following terms;
 - i. Declaration be and is hereby made to the effect that L.R NO: 12062/674, L.R NO: 12062/673, L.R No: 12062/672 Nairobi Lawfully belongs to and are the properties of the Plaintiffs.
 - ii. Declaration be and is hereby issued that the subsequent allocations; consents or approvals of assignments and/or subletting of land known as L.R NO: 12062/674, L.R NO: 12062/673, L.R NO: 12062/672 NAIROBI to third-parties are illegal, null and void for all intents and purposes.



- iii. There be and is hereby granted an Order of permanent injunction restraining the Defendant [now defunct] and the City County Government of Nairobi either by its servants, agents and/or employees whomsoever from in anyway allocating and/or assigning the lessees or subletting all those parcels of land known as L.R No 12062/674 L.R NO 12062/673, L.R No: 12062/672 Nairobi to any third-parties during the subsistence of the Plaintiffs' tittle to and in respect thereof.
 - iv. Costs of the suit be and are hereby awarded to the Plaintiffs.
 - v. Any other order not expressly granted is hereby declined.
56. The suit herein was filed and commenced prior to the promulgation of *the Constitution* 2010. In this regard, the Defendant who was sued is the City Council of Nairobi [now defunct]. Owing to the change of Law attendant to the promulgation of the New Constitution, it was incumbent upon the Plaintiffs' counsel to undertake amendments and necessary substitution in accordance with the provisions of *Urban Areas and Cities Act* 2011.
57. Nevertheless, the Plaintiffs herein neither sought for nor obtained leave to substitute the Defendant. Be that as it may, there is no gainsaying that the Defendant herein was legally substituted by the City County Government of Nairobi. [See Sections 7 and 33 of the 6th Schedule of *the Constitution* 2010].
58. Consequently and in the premises, the orders of the court herein shall apply to the City County Government of Nairobi by virtue of the provisions of Sections 55 and 56 of the *Urban Areas and Cities Act*, 2011.
59. It is so ordered

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 16TH DAY OF JANUARY 2025

OGUTTU MBOYA,

JUDGE.

In the presence of:

Benson – court Assistant.

Dr. Khaminwa for the Plaintiffs.

Ms. Kariuki for the Defendant

