



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT CHUKA

CHUKA ELC CASE NO. 22 OF 2017

FORMERLY MERU ELC CASE NO. 45 OF 2016

**ANESTLY MUTHONI MUKOBWA.....SUBSTITUTED FOR JOEL
MUKOBWA MWONGERA).....PLAINTIFF**

VERSUS

**KENYA PENTECOSTAL HOLINESS CHURCH WIRU BRANCH
THROUGH REGISTERED TRUSTEES.....DEFENDANT**

JUDGMENT

1. In his plaint dated **6th May, 2016** the plaintiff prays for judgment against the defendant for the following:

- a. An order of permanent injunction restraining the defendant and its agents from entering, staying or in any way dealing with the plaintiff's user and occupation of the plaintiff's L.R.MWIMBI/MURUGI/1788.
- b. Costs of this suit and interest.

2. The defendant filed a defence and a counter-claim. In its defence, the defendant avers that it has been in occupation of the suit land and asserts that it is entitled to be registered as owner of the suit land through the doctrine of adverse possession. In its defence and counter-claim the defendant prays that the Plaintiff's Case be dismissed and judgment be entered for the Defendant for the following:

- a. An order that the defendant be registered as owner of L.R. No. MWIMBI/MURUGI/1788.
- b. An order of permanent injunction restraining the plaintiff by himself agents, servants or anybody else whomsoever from entering, or in any way interfering with the defendant's use and occupation of L.R. NO. MWIMBI/MURUGI/1788.
- c. Costs and interest.
- d. Any further or better relief this Honourable Court may deem fit to grant.

3. PW1, Anestly Muthoni Mukobwa, the plaintiff, who was substituted for his husband Joel Mukobwa Mwongera after his demise, told the court that she was a peasant farmer and that before that, she was a Civil servant. She told the court that this suit was filed by her husband and that she took it over as his legal representative after his demise.

4. PW1 told the court that she knew the defendant, Kenya Pentecostal Holiness Church which had constructed a church building in her land.

5. PW1 asked the court to adopt her statement dated **29th September, 2017** as her evidence in this suit.

6. PW1's witness statement reads as follows:

FURTHER PLAINTIFF'S WITNESS STATEMENT

My name is ANESTLY MUTHONI MUKOBWA. I come from Kigumoni village, Kithare sub location, Murugi East Location, Maara sub county Tharaka Nithi County and I am a peasant farmer. That I am the wife to the deceased Joel Mukobwa Mwongera the initial plaintiff in

this case.

I am now the plaintiff in this case having been substituted for the deceased plaintiff one JOEL MUKOBWA MWONGERA. The plaintiff JOEL MUKOBWA MWONGERA is deceased having died on **14th September, 2016**.

That I know land parcel No. LR: MWIMBI/MURUGI/1788. I was shown the land by my husband the late JOEL MUKOBWA MWONGERA. The deceased had purchased the said land from one MUTUNGA MUGAMBI alias KIBERE NCHINO who is also deceased and there is a title deed to that end. The said MUTUNGA MUGAMBI had purchased LR: MWIMBI/MURUGI/1788 from MARANGU MAGUORIA the father of one EDWARD NJERU MARANGU. When JOEL MUKOBWA purchased the land from MUTUNGA MUGAMBI the current defendant was in occupation of the land. They had entered the land through and/or at the behest of EDWARD NJERU MARANGU. In fact there was no difference (sic) EDWARD NJERU MARANGU and the church itself. EDWARD NJERU MARANGU was the in charge pastor and everything to do with the church. After purchasing the land JOEL MUKOBWA MWONGERA wrote notices to the defendant who vacated the suit land.

On or around **2003** JOEL MUKOBWA MWONGERA wrote the final demand letter to the defendant's church. After drugging (sic) and delaying the defendant's church at last moved out of the suit land on or around **2007**. Since the suit land is far from where the plaintiff has a residence another church yet led by the same EDWARD NJERU MARANGU set themselves in. This was on or around the late 2007. The new church was called FULL GOSPEL CHURCHES OF KENYA WIRU BRANCH. Fortunately although belatedly JOEL MUKOBWA came to realize that a new church (FULL GOSPEL CHURCHES OF KENYA) had entered into his land after the defendants had given vacant possession spearheaded by the same EDWARD NJERU MARANGU who was heading Pentecostal holiness Church Wiru Branch. After verbal notices to the said church JOEL MUKOBWA wrote to one PASTOR FESTUS NKONGE RUCHA who was a pastor with the FULL GOSPEL CHURCHES OF KENYA and in particular the correspondence dated **10th April, 2012**. What followed was that JOEL MUKOBWA MWONGERA filed the instant suit.

The defendants cannot claim to have been on the suit land on or around **2007**. After JOEL MUKOBWA MWONGERA wrote demand notices. A new church took over the suit land on or around **2007** without permission of JOEL MUKOBWA MWONGERA. The defendant's church is only a trespasser. The doctrine of adverse possession cannot apply to the prevailing circumstances of this case. The defendant should be evicted through an order of this court. We shall also be claiming for cost and interest of the suit.

That is all I wish to state.

Dated at Chuka this 29th day of September, 2017

ANESTLY MUTHONI MUKOBWA

7. PW1 told the court that her husband bought the suit land from its previous owner. She produced the original title to the suit land showing that land parcel No. Mwimbi/Murugi is registered in the name of Joel Mukobwa Mwongera, her deceased husband. She also produced a bundle of notices issued on **1st July, 2000, 5th November, 2000, 27th December, 2000 and 15th July, 2003**, all addressed to the defendant concerning the suit land. The letter dated **1st July, 2000** gave notice to the defendant to vacate the suit land by **31st December, 2000**. The letter dated **5th November, 2000** was an answer to a letter written by one M. Maina telling the plaintiff that the land was given to the defendant by one Edward Njeru Marangu. In the letter, the plaintiff told the defendant that the said Edward Njeru Marangu did not own the land and the plaintiff wondered how a pastor could be conned by a commoner.

8. In the letter dated **27th December, 2000**, the plaintiff referred to a meeting attended by pastors Maina, Pastor P. Njeru, Reverend Mugambi and a Mr. Gitonga. The plaintiff confirmed that he had agreed, inter alia, to sell a plot, apparently $\frac{1}{4}$ acre in size, to the defendant for the sum of Kshs.100,000/=. He also confirmed cancellation of his earlier correspondence with the defendant and vacated the earlier notice given to the defendant to vacate the suit land.

9. In his letter to the defendant dated **15th July, 2003**, the plaintiff noted that the 2 years period he had allowed the defendant to use his land ended on **31st July, 2002**. He gave the defendant a final notice to vacate the suit land by **December, 2003** failing which the plaintiff would destroy the defendant's structures standing on his land without further reference to the defendant.

10. PW1 told the court that her husband had written a letter to Pastor Festus Nkonge Rucha of Full Gospel Churches of Kenya notifying him that he had given a notice to the defendant to vacate his land by **31st December, 2002**. He informed Pastor Nkonge that the defendant had complied with the vacation notice. He warned Pastor Nkonge that that if he did not move out of his land, he would seek legal redress.

11. PW1 asked the court to grant her prayers as contained in the plaint. She also asked that the court to order the suit land to be registered in her name.

12. During cross examination by Miss Munga, for the defendant, PW1 told the court that the letter dated **10th April, 2012** was addressed to Pastor Nkonge of the Gospel Churches of Kenya because this church and the defendant had a habit of alternatively putting up bill boards on the suit land indicating that they were occupying it. She explained that her husband did not get vacant possession of the suit because the defendant had refused to vacate it. She said that the defendant was only occupying 0.1 of an acre.

13. During re-examination by Mr. I.C. Mugo, her advocate, DW1 clarified that her husband had bought the suit land from one Mutunga alias Kibere who had bought the land before he sold it to her husband.

14. DW1, Rev. Gabriel Seth Ken Muriuki, told the court that he represented the defendant, Kenya Pentecostal Holiness Church, Wiru Branch

which stood on Land Parcel Number Mwimbi/Murugi/1788. He asked the court to adopt his witness statement dated **13th May, 2016** as his evidence in this suit.

15. DW1 told the court that the church moved into the suit land in 1990 and that it built a church house and a toilet in **1994**. He testified that one Edward Njeru Marangu gifted the land to the church. He produced a photocopy of a title deed for Land Parcel Number Mwimbi/Murugi/1788 as his proof that the suit land belonged to their benefactor, Edward Njeru Marangu. DW1 told the court that he was the overseer of the church and that all correspondence between the church and outsiders passed through him.

16. DW1 denied knowledge of correspondence between the church and the defendant as claimed by PW1. He also told the court that his church used the whole of the suit land.

17. DW1's witness statement dated **13th May, 2016** is reproduced herebelow:

REV. GABRIEL S. K. MURIUKI

I am the Pastor of the Church. The church came to the scene in **1990** that is on Land Reference No. Mwimbi/Murugi/1788.

There was another pastor. We built the church and the pastor's house and a latrine.

I became the pastor in 194 and served this church among others.

I have never seen the plaintiff.

The land belonged to Edward Njeru Marangu. He gave it to the church.

This land belongs to the church. The neighbouring land belongs to Edward.

The land should be registered in the name of the defendant.

That is all I have to state.

Signed by

Dated this 13th day of May, 2016

18. During cross-examination by the Plaintiff's lawyer DW1 told the court that he had been a pastor in the defendant church for more than 30 years. He then said that he had been a pastor in the church since **1994**. Of Course, 30 years from 1994 extends upto 2024, 6 years from now.

19. Still during cross-examination, DW1 was categorical that the defendant church was a registered church. He said that he had registration documents which were in his house. He went on to say that he was one of the trustees. He said that another trustee was a person called Shadrack but he did not know his other names. He further testified that the other trustee was from Maragoli and added that he only knew him as Joseph and did not know his other names. DW1 told the court that he was not sure whether the defendant church's headquarters was in Thika or Maragoli. Asked whether he had seen a Trust Deed, he told the court that he had seen many Trust Deeds and added that the Trust Deed apposite to his church was in his house.

20. Upon further cross-examination, he insisted that the defendant moved into the suit land in 1990 and constructed a church in **1994**. He then told the court that Edward Njeru Marangu, the defendant's benefactor, got his title on **17th May, 1996**. Asked how then he could have given land to the defendant in **1990** when he did not own it, he demurred and only said that the benefactor was using it. He denied knowledge that Edward Njeru Marangu and Mutunga Mugambi, who sold land to the plaintiff, had a suit at Meru. DW1 also denied that his church had vacated the suit land in **2007** and laconically stated that the defendant had never vacated the suit land. He also denied that the Full Gospel Churches of Kenya had moved in after the defendant had vacated the suit land.

21. DW1, during further cross-examination told the court that the church was a semi permanent structure with timber walls and a cemented floor.

22. DW2, Edward Njeru Marangu, told the court that he gave the suit land to the defendant in **1994**. He testified that he obtained his title on **17th May, 1996**. He produced the original title as his exhibit. He was categorical that he gave the land to Kenya Pentecostal Holiness Church and to nobody else.

23. DW2 told the court that he had signed a witness statement dated **13th May, 2016**. He asked the court to adopt the statement as his evidence in this suit.

24. DW2's witness statement is in the following format.

MR. EDWARD NJERU MARANGU

I am known by the above name. The land is mine. I have a title to it. I gave the land to the church. We call the church Kenya Pentecostal Holiness Church. The land is Reference No. Mwimbi/Murugi/1788. I gave the land to them as they had been there from **1990**.

I gave the land to the church. Later I heard that the land was in the name of Joel Mukobwa Mwangera.

It would appear that they have been playing with the title. The church has been there for a long time since **1990**. It is there up to today.

The church has built the pastor's house and a latrine.

The church claims the land.

That is all I have to state.

Signed by

Dated this **13th day of May, 2016**

25. DW2 told the court that although there was a Certificate of Official Search showing the suit land as being registered in the name of Joel Mukobwa Mwangera, the land belonged to him as he possessed the original title deed. He denied ever having sold land to Mugambi Mutunga and ever having been sued by the said Mugambi Mutunga in Meru CMCC NO. 72 of 2009. He was categorical that he did not know the said Mutunga Mugambi, who is the person who sold the suit land to the plaintiff. He also denied that he had refused to surrender the title which was in his name so that it could be destroyed by the Land Registrar, when the land was registered in the name of Mutunga Mugambi in pursuance of a court order.

26. Also in cross-examination, DW2 testified that he was the Chairman of the defendant church and said that this was the reason he gifted the suit land to it. He told the court that the headquarters of the church was at Kiracha and its head was one Mutembei. Asked by the plaintiff's advocate if he knew the Trustees of the church who DW1 said were at Thika and Maragoli, he admitted that he did not know them. He also told the court that before DW1 became the pastor, there were other pastors but he had forgotten their names. He insisted that he gave the suit land to the church in **1994**. He, however, admitted that the suit land was registered in his name in **1996**.

27. Although DW2 said that he did not know the plaintiff, he admitted that he had been told that someone had been attempting to evict the church from the suit lands from the late nineties up to now. He was categorical that this could not happen as he owned the suit land and had gifted it to the defendant.

28. At the close of the defence case, on **23rd April, 2018**, this court issued the following orders:

a. This file be kept under lock and key.

b. As the parties have produced two title deeds, one in the name of Edward Njeru Marangu issued on **17.5.1996** and the other in the name of Joel Mukobwa Mwangera issued on 4.5.1998, the Land Registrar, Chuka is ordered to give a report regarding the authenticity of each of the 2 titles and the history germane to their existence and file the report in the court file within 30 days of today.

c. The plaintiff is directed to serve the orders issued by the court today upon the Land Registrar, Chuka within 10 days of today.

d. The Land Registrar, Chuka, is required to come to court on **23rd April, 2018 at 9.00am** to read his report to the court and to answer any questions which may be raised concerning his report.

e. Parties, by consent, will come to court for directions on **23rd April, 2018**.

29. On **23rd April, 2018** when the Land Registrar, Chuka, read her report to court, the plaintiff's advocate was absent but Rev. Gabriel Seth Keen Muriuki, the defendant's representative was in court. The Land Registrar's report is reproduced herebelow:-

Date: 17th April, 2018

THE DEPUTY REGISTRAR,

CHUKA HIGH COURT,

CHUKA

RE: CHUKA ELC CASE NO. 22 OF 2017

ANESTLY MUTHONI MUKOBWA VERSUS KENYA PENTENCOSTAL HOLINESS WIRU BRANCH

The above matter refers.

Mwimbi/Murugi/1788 measuring 0.101 HA was registered in the names of Edward Njeru Marangu on **9th February, 1996**. A title deed was then issued on **17th May, 1996**.

On **6th October, 1996**, the said parcel was transferred to Mutunga Mugambi. The title deed issued earlier to Edward Njeru Marangu was dispensed with in a Kenya Gazette notice No. 598 of **7th February, 1997**. This was as a result of Civil Case No. 72 of 1996 at the Chief's Magistrate's Court, Meru.

A title deed was then issued to Mutunga Mugambi on **6th day of March, 1997**.

A caution by Timothy Micheni Kanampiu claiming purchasers' interest was afterwards registered. The same was withdrawn to pave way for the transfer to Joel Mukobwa Mwongera.

According to the records held at the Lands Office, the title deed registered in the names of Joel Mukobwa Mwongera on **4th June, 1998** is the authentic one.

Enclosed herewith, please find a certified copy of the green card.

W. N. MUGURO,

LAND REGISTRAR,

MERU SOUTH.

30. Mr. I.C. Mugo, the plaintiff's advocate told the court that he had no questions or comments apposite to the Land Registrar's report. The representative of the defendant did not ask any questions and he did not make any comments. The plaintiff's advocate told the court that the plaintiff had proved her case and asked the court to enter judgment in her favour. He also asked the court to award her costs. The defendant's representative merely asked the court to give a date for delivery of judgment.

31. Mr. Mugo informed the court that he would not file written submissions. He undertook to serve the defendant's advocate with the date the court would fix for delivery of its judgment.

32. Although the court did not direct that written submissions be filed, the defendant's advocate nevertheless filed written submissions on **11th June, 2018**, just a few days before the date fixed for delivery of judgment.

33. A conspectus of the defendant's submissions is:

- a. The defendant has occupied the suit land since **1990** for a period of **26** years, surpassing the **12 years** required for adverse possession to accrue since the defendant had occupied the suit land openly. On account of this assertion the defendant seeks an order that the suit land be registered in its name.
- b. That the plaintiff's claim was time barred and the apposite title had been distinguished.
- c. Costs of both the claim and counter-claim be awarded to the defendant.

34. The defendant proffered the following authorities:

- a. Section 7 of the Limitation of Acts Act, Cap 22 Laws of Kenya
- b. Ng'ati Farmers Co-op Society Ltd Versus Councillor Ledidi and Others (2010)1 EA. 285.

35. I frame the issues for determination in this suit as follows:

- a. From the totality of the evidence tendered by the parties is the plaintiff, on a balance of probabilities, entitled to an order of permanent injunction restraining the defendant and its agents from entering or in any way dealing with the plaintiff's user and occupation of the plaintiff's Land Parcel No. Mwimbi/Murugi/1788?
- b. From the totality of the evidence tendered by the parties, has the defendant proved that it is entitled to be registered proprietor of Land Parcel No. Mwimbi/Murugi/1788 by way of the doctrine of adverse possession?
- c. Who is entitled to costs?

36. I have considered the pleadings, the oral evidence and the oral and written submissions proffered by the parties to buttress their diametrically opposed assertions. I have also considered the one authority proffered by the defendant's advocate. This is the case of Ng'ati

Farmers co-operative Society Ltd versus Councillor Ledidi and Others. I opine that this case constitutes good authority that a defendant can respond to a suit filed by way of plaint by way of a counter-claim seeking declaration of ownership of land through the doctrine of adverse possession.

37. In all civil cases claims made by litigants must be proved on a balance of probabilities. In this suit, the plaintiff is required to prove that she is entitled to the order of permanent injunction she seeks against the defendant. The defendant, itself, is required to prove that it is entitled to be declared proprietor of the suit land through the doctrine of adverse possession.

38. The plaintiff's claim is that the suit land was bought by her deceased husband from one Mutunga Mugambi who had bought it from Edward Njeru Marangu or his father who obtained ownership of the land through a court order issued in Meru CMCC No. 72 of 1996.

39. PW1 testified that since after her husband purchased the suit land he had given notices to the defendants to vacate his land. She produced documents containing correspondence to that effect. She told the court that in the year 2007, the defendant had vacated her land but soon thereafter another church called Full Gospel Churches of Kenya put up their bill board on the land. She testified that since then the defendant and the other church alternated in putting up their bill boards on the suit land. It was her assertion that the defendant could not obtain ownership of the suit land through the doctrine of adverse possession as it's possession, though open, was not peaceable and had all along had been opposed since 1998 when her deceased husband, through purchase, became the registered proprietor of the suit land.

40. DW1, who said that he was overseer of the defendant church testified that the suit land was gifted to it by DW2, Edward Njeru Marangu, who was the original registered proprietor of the suit land in 1990. He told the court that since **1994** he was continuously in charge of the defendant's church which was standing on the suit land. He told the court that he did not know the plaintiff, Joel Mukobwa Mwangera (deceased), who is the registered proprietor of the suit land. He also told the court that he did not know Mutunga Mugambi, the person who had sold the land to the plaintiff.

41. Although DW1 told the court that he was the overseer and one of the trustees of the defendant church. He however, did not know the full names of two people he said were co-trustees only saying that one was in Thika and the other one was in Maragoli. This depicts DW1 as someone who was untruthful. Although he denied knowledge of correspondence between the plaintiff and the agents of the church, DW2 the person said to have gifted the suit land to the church, told the court that as the church's Chairman, he knew that the church had other pastors in addition to DW1 and admitted that he had knowledge of the correspondence denied by DW1.

42. DW2, the self-proclaimed chairman of the church told the court that he is the one who had directed the church not to move out of his land. He claimed that the plaintiff's title was fake and produced what he claimed to be the genuine title. This claim was debunked by the report of the Land Registrar, Chuka, who was veritably unequivocal that the plaintiff's title was the genuine one. The report stated that the title held by DW2 was dispensed with vide Kenya Gazette Notice No. 598 of **7th February, 1997** after DW2 had refused to surrender the said title.

43. DW2, admitted that he had directed the defendant not to vacate the suit land. He also testified that he was its chairman. He told the court that the defendant's headquarters was at Kiracha. This contradicts DW1's evidence that the headquarters was either at Thika or at Maragoli. Whereas DW1 told the court that the church was managed by Trustees whose full names he did not know, DW1 told the court that the church was headed by one Mutembei.

44. Having considered all pertinent factors, I find that DW1's and DW2's evidence is unreliable. Although both of them agreed that DW2 was registered owner of the suit land in **1996**, they both claimed that DW2 gifted the land to the defendant in **1990**. This is a veritably phasmagoric scenario. Surely, one cannot give what one does not possess. I agree with the plaintiff's assertion that the defendant and DW1 are one and the same person/thing. I hereby lift the veil of the complicity, contrivance and carefully crafted and planned nebulosity and do find that DW2 who claims to be the defendant's Chairman is the principal author and director of this nefarious enterprise meant to deny the plaintiff use and enjoyment of the suit land.

45. I do find that the defendant was not in a position, *ab initio*, to claim ownership of the suit land against the plaintiff by way of adverse possession. It admits that it was prevailed upon by DW2 not to vacate the suit land. By doing so DW2 contrived a scheme to avoid the sting of a judgment of a court through whose order DW2 lost the suit land to the plaintiff in Meru CM's Civil Case No. 72 of 1996 who sold the land to the plaintiff in this suit. By denying the existence of this suit, DW2 came out as an incorrigible liar. I opine that adverse possession cannot accrue in favour of a defendant who has contrived with a person who seeks to avoid the sting of a court judgment. Indeed, the defendant and DW2 did not only contrive to defeat justice by establishing a church on the suit land, DW2, the person said to have given the suit land to the defendant, testified that he was indeed chairman of the defendant church.

46. Having found that DW1 and DW2 were not truthful witnesses, I am unable to find that the defendant occupied the suit land from **1990**. Indeed the land was registered in the name of DW2 only in **1996**. The plaintiff became registered owner of the suit land in **1998**. I find that from at least the year **2000**, two years after the plaintiff became registered owner of the suit land, the plaintiff has all along sought to have the defendant vacate his land.

47. The evidence tendered by DW1 and DW2 and their contradictory versions regarding leadership of the defendant church place question marks on whether or not the defendant is properly registered as a church and if it is registered, whether or not DW1 and DW2 hold the leadership positions they claim to possess in the church. The probative value of this observation is that this court is not certain of the veracity of the evidence given by DW1 and DW2 in this suit as concerns all the claims they have made.

48. I find the evidence of PW1, the plaintiff, credible.

49. It is pellucid that the defendant has over-relied on the period it has occupied the suit land. I have indeed stated that I have not been able to find that it has occupied the suit land from **1990** or from any other date from when adverse possession could accrue. Indeed I have found that

from the time the plaintiff was registered as proprietor of the suit land, he has continuously attempted to have the defendant move out of the suit land.

50. A priori, length of stay alone cannot entitle a claimant to acquisition of title by way of adverse possession. There can never be an entry under a colour of right claiming title by adverse possession when the defendant colludes with its self –declared chairman to put up a church in the suit land which had been transferred to another party through a court order.

51. I need not reinvent the wheel. In *KWEYU versus OMUTUT [1999] KLR*, the Court of Appeal, Gicheru JA, as he then was, inter alia, opined as follows:

“...A mere adverse claim to the land or the period required to form the bar is not sufficient.”

In other words length of stay, though an important element, is not enough for proof of entitlement to ownership of land through the doctrine of adverse possession. Other circumstances must also be considered.

52. I find in favour of the plaintiff and also find it necessary to dismiss the defendant’s counter-claim.

53. Taking cue from the Court of Appeal decision in *EDWIN G. K. THIONGO & ANOTHER (APPELLANTS) AND GICHURU KINUTHIA AND TWO OTHER (RESPONDENTS) CIVIL APPEAL 267 OF 2007, NAIROBI – [2015] ECLR*, where the court ordered the loser to vacate the suit land within stipulated months, I will make an order that the defendant vacates the suit land within three months of the date this judgment is delivered.

54. Judgment is hereby entered for the plaintiff against the defendant as follows:

a. The defendant’s counter-claim is dismissed.

b. An order of permanent injunction is hereby issued restraining the defendant or its agents or anybody else acting at its behest from entering, staying or in any other way dealing with the plaintiffs user and occupation of the plaintiffs L.R. MWIMBI/MURUGI/1788 AFTER three months from the date of delivery of this judgment.

c. The defendant, its agents or anybody else acting at its behest should vacate the suit land and remove its property therein within three months of the date of delivery of this judgment FAILING which, without further reference to court, the OCS in charge of the area where the suit land is situated shall facilitate the apposite eviction.

d. Costs of the Plaintiff’s claim and the Defendant’s counter-claim are awarded to the plaintiff.

Judgment delivered in open court at Chuka this 20th day of June, 2018 in the presence of:

CA: Ndegwa

I.C. Mugo for the Plaintiff

Mungai h/b Rimita for defendant

P.M. NJOROGE

JUDGE