



**Kimuri Housing Company Limited v Liquidator, Lukenya Ranching
Cooperative Society (Stanley Ongeti) & 4 others (Environment & Land Case
247 of 2017) [2025] KEELC 859 (KLR) (27 February 2025) (Judgment)**

Neutral citation: [2025] KEELC 859 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MACHAKOS
ENVIRONMENT & LAND CASE 247 OF 2017
CA OCHIENG, J
FEBRUARY 27, 2025**

BETWEEN

KIMURI HOUSING COMPANY LIMITED PLAINTIFF

AND

**LIQUIDATOR, LUKENYA RANCHING COOPERATIVE SOCIETY (STANLEY
ONGETI) 1ST DEFENDANT**

MWANZO DEVELOPMENT COMPANY LIMITED 2ND DEFENDANT

MUTIE WILLY 3RD DEFENDANT

MURIIITHIA WA – ANDU COMPANY LIMITED 4TH DEFENDANT

COMMISSIONER OF LANDS 5TH DEFENDANT

JUDGMENT

1. By a Plaint dated the 18th June, 2010 and Further Amended on the 30th July, 2021, the Plaintiff seeks for the following Orders:

A. As against the first, second, third and fourth Defendants, an order for a permanent injunction restraining the four either acting by themselves, their agents, servants, employees or any other manner whatsoever from alienating, selling, transferring, charging, cultivating, constructing or in any other manner howsoever interfering with land original number LR. Mavoko Town Block 3/1908 now subdivided into LR Mavoko Town Block 3/7619, 7620, 7621, 7622, 7623, 7624, 7625, 7626, 7627, 7628 and 7629 and LR. Mavoko Town Block 3/8557, 8558, 8559, 8560, 8561, 8562, 8563, 8564, 8565, 8566, 8567, 8568, 8569, 8570, 8571, 8572, 8573, 8574, 8575, 8576, 8577, 8578, 8579, 8580, 8581, 8582, 8583, 8584, 8585, 8586, 8587, 8588, 8589, 8590, 8591, 8592, 8593, 8594, 8595, 8596, 8597, 8598, 8599, 8600, 8601, 8602, 8603, 8604



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B. An order directing cancellation of title deeds number LR Mavoko Town Block 3/7619, 7620, 7621, 7622, 7623, 7624, 7625, 7626, 7627, 7628 and 7629 and a rectification of the register to reflect the plaintiff as the registered proprietor of all that piece of land known as LR. Mavoko Town Block 3/ 1908 (original title) and LR. Mavoko Town Block 3/8557, 8558, 8559, 8560, 8561, 8562, 8563, 8564, 8565, 8566, 8567, 8568, 8569, 8570, 8571, 8572, 8573, 8574, 8575, 8576, 8577, 8578, 8579, 8580, 8581, 8582, 8583, 8584, 8585, 8586, 8587, 8588, 8589, 8590, 8591, 8592, 8593, 8594, 8595, 8596, 8597, 8598, 8599, 8600, 8601, 8602, 8603, 8604 8605, 8606, 8607, 8608, 8609, 8610, 8611, 8612, 8613, 8614, 8615, 8616, 8617, 8618, 8619, 8620, 8621, 8622, 8623, 8624, 8625, 8626, 8627, 8628, 8629, 8630, 8631, 8632, 8633, 8634, 8635, 8636, 8637, 8638, 8639, 8640, 8641, 8642, 8643, 8644, 8645, 8646, 8647, 8648, 8649, 8650, 8651, 8652, 8653, 8654, 8655, 8656, 8657, 8658, 8659, 8660, 8661, 8662, 8663, 8664, 8665, 8666, 8667, 8668, 8669, 8670, 8671, 8672, 8673, 8674, 8675, 8676, 8677, 8678, 8679, 8680, 8681, 8682, 8683, 8684, 8685, 8686, 8687, 8688, 8689, 8690, 8691, 8692, 8693, 8694, 8695, 8696, 8697, 8698, 8699, 8700, 8701, 8702, 8703, 8704, 8705, 8706, 8707, 8708, 8709, 8710, 8711, 8712, 8713, 8714, 8715, 8716, 8717, 8718, 8719, 8720, 8721, 8722, 8722, 8723, 8724, 8725, 8726, 8727, 8728, 8729, 8730, 8731, 8732, 8733, 8734, 8735, 8736, 8737, 8738, 8739, 8740, 8741, 8742, 8743, 8744, 8745, 8746, 8747, 8748, 8749, 8750, 8751, 8752, 8753, 8754, 8755, 8756, 8757, 8758, 8759, 8760, 8761, 8762, 8763, 8764, 8765, 8766, 8767, 8768, 8769, 8770, 8771, 8772, 8773, 8774, 8775 and 8776 be cancelled.

C. An order for declaration that the Plaintiff is the owner of the land parcels original No. LR. Mavoko Town Block 3/1908 now subdivided into LR Mavoko Block 3/ 7619 to 7629 and the acts of the Defendant are illegal and fraudulent and an order to cancel LR Mavoko Town Block 3/8557, 8558, 8559, 8560, 8561, 8562, 8563, 8564, 8565, 8566, 8567, 8568, 8569, 8570, 8571, 8572, 8573, 8574, 8575, 8576, 8577, 8578, 8579, 8580, 8581, 8582, 8583, 8584, 8585, 8586, 8587, 8588, 8589, 8590, 8591, 8592, 8593, 8594, 8595, 8596, 8597, 8598, 8599, 8600, 8601, 8602, 8603, 8604 8605, 8606, 8607, 8608, 8609, 8610, 8611, 8612, 8613, 8614, 8615, 8616, 8617, 8618, 8619, 8620, 8621, 8622, 8623, 8624, 8625, 8626, 8627, 8628, 8629, 8630, 8631, 8632, 8633, 8634, 8635, 8636, 8637, 8638, 8639, 8640, 8641, 8642, 8643, 8644, 8645, 8646, 8647, 8648, 8649, 8650, 8651, 8652, 8653, 8654, 8655, 8656, 8657, 8658, 8659, 8660, 8661, 8662, 8663, 8664, 8665, 8666, 8667, 8668, 8669, 8670, 8671, 8672, 8673, 8674, 8675, 8676, 8677, 8678, 8679, 8680, 8681, 8682, 8683, 8684, 8685, 8686, 8687, 8688, 8689, 8690, 8691, 8692, 8693, 8694, 8695, 8696, 8697, 8698, 8699, 8700, 8701, 8702, 8703, 8704, 8705, 8706, 8707, 8708, 8709, 8710, 8711, 8712, 8713, 8714, 8715, 8716, 8717, 8718, 8719, 8720, 8721, 8722, 8722, 8723, 8724, 8725, 8726, 8727, 8728, 8729, 8730, 8731, 8732, 8733, 8734, 8735, 8736, 8737, 8738, 8739, 8740, 8741, 8742, 8743, 8744, 8745, 8746, 8747, 8748, 8749,



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- D. An order for the demolition of structures illegally constructed on the suit property and an order for eviction of persons in occupation thereof and the eviction be supervised by the police county commander Machakos county and the county commissioner Machakos County or by officers appointed by them to do so.
- E. An order directing the 5th Defendant to cancel the titles issued to the 2nd, 3rd and 4th Defendants over the suit properties and in lieu thereof direct the registration of the Plaintiff as the sole owner of the suit properties.
- F. General Damages arising from the Defendants illegal and fraudulent acts.
- G. Exemplary damages against all the defendants jointly and severally.
- H. Costs of this suit.
- I. Interest on D, E and F, G and H above at existing court rates.
- J. Any other relief or order that this Honourable Court may deem fit and expedient to grant to the Plaintiff's circumstances.
2. The 1st Defendant in its Statement of Defence dated the 20th July, 2010, denied the averments in the Plaint except the descriptive and jurisdiction. It denied the particulars of fraud on its part. It insisted that the Plaintiff's suit is fatally defective, bad in law and an abuse of the court process. Further, that the Plaintiff had no cause of action against it.
3. The 2nd Defendant in its Statement of Defence dated the 22nd July, 2010 denied the averments in the Plaint except the descriptive. It denied that the Plaintiff, purchased the suit land nor paid the purchase price. It denied unlawfully or fraudulently or illegally causing a title to be issued to it, over the alleged fourty (40) acres of suit land, thereby depriving the Plaintiff of its title. It further denied the particulars of fraud as set out in the Plaint. Further, that it illegally subdivided the suit land. It contended that it lawfully purchased land parcel number Mavoko Town Block 3/1908, hereinafter referred to as the 'suit land', in 1995 and acquired a good title to the same. Further, that it lawfully subdivided and sold parts of the suit land to the 3rd and 4th Defendants as well as other persons. It insisted that the transaction was done openly and not tainted by any fraud and/or illegality. It confirmed that there is another suit being Nairobi HCCC No. 1450 of 2008. It stated that the Plaintiff's suit is bad in law. It denied receipt of a demand nor notice of intention to sue.
4. The 3rd Defendant in his Statement of Defence dated the 22nd July, 2010, to the original Plaint denied the averments in the Plaint except the descriptive. He denied that the Plaintiff purchased the suit land and insisted that he is a bona fide purchaser for value. Further, that he conducted thorough investigation of title and confirmed that the 2nd Defendant had a good title to the said land. He contended that he is a total stranger to this suit as the Plaintiff has unreasonably dragged him to court, without showing any fault on his part. He stated that the Plaintiff's suit is bad in law, incurably defective. He denied receiving a notice of intention to sue.
5. The 4th Defendant in its Statement of Defendant filed on 22nd September, 2011, denied the averments in the Plaint except the descriptive. It contended that it entered into a Sale Agreement with the 3rd Defendant dated the 3rd March, 2010 for purchase of land parcel number Mavoko Town Block 3/3/7626, for Kshs. 4 million. It averred that the 3rd and 4th Defendants applied for consent of the Land Control Board after which, a transfer was registered in its favour on 11th March, 2010. It insisted



that prior to purchase of its land, it conducted due diligence by applying for an official search as well as physically visiting the site. It claimed to have been in actual possession of the property save for the occasional disruptive illegal acts of the Plaintiff of pulling out, its beacons. It denied knowledge of the 1st Defendant and its alleged involvement in the matter. It reiterated that it is a bonafide purchaser for value without notice of the alleged dispute between the Plaintiff and 1st Defendant. Further, that it was not privy to prior transactions involving the Plaintiff or any party to this suit.

6. The matter proceeded for hearing where the Plaintiff called two witnesses while the Defendant had two witness.

Evidence of the Plaintiff

7. The Plaintiff claims it purchased the suit land from the vendor Daniel Mulwa vide Sale Agreement dated the 3rd November, 1997. Further, that the vendor was the registered owner of the suit land bearing provisional allocation No. 501 (now Mavoko Town Block 3/1908) as contained in the Allotment Letter No. 1207, Society Registration No. 961 issued by Lukenya Ranching and Farming Cooperative Society Limited, hereinafter referred to as 'Lukenya Ranching.'. Further, Lukenya Ranching, acknowledged the Transfer of land from Daniel Mulwa to it. It explained that by the time it was purchasing the suit land, it did not have a title. The Plaintiff explained that in order to effect transfer of suit land which was known as Plot 501, it paid Transfer fees to Lukenya Ranching Kshs. 5000/= on 17th July, 2003 and a receipt No. 184 was issued to that effect. It claimed to have paid Title Processing Fees of Kshs. 5,000/= to Lukenya Ranching on 15th September, 2009 and a receipt no. 2498 was issued to that effect. It was the Plaintiff's contention that on or about 16th May, 2008, the 2nd Defendant unlawfully and fraudulently in collusion with Lukenya Ranching caused a title deed to be issued to the 2nd Defendant, in respect to allocation No. 501 as Mavoko Town Block 3/1908, Further, that the said land, which is the suit land has subsequently been subdivided and registered in other parties' names.
8. The Plaintiff produced the following documents as exhibits: Agreement for sale of land between Daniel Mulwa (deceased) as Vendor and the Plaintiff, as Purchaser, made on 3rd November, 1997; Letter of Allotment No. 1207 dated 26th February, 1991 issued by the 1st Defendant to Daniel Mulwa (deceased) and/or the Plaintiff; Extracts from the Register/Records of the 1st Defendant; (a) Receipt Number 184 of 17th July, 2003 for Kenya Shillings Five Thousand from the 1st Defendant to the Plaintiff; (b) Receipt Number 2498 for Kenya Shillings Five Thousand from the 1st Defendant to the Plaintiff; Site photos; Purported transfer of suit property to the 2nd Defendant by the 1st defendant dated 14th May, 2008; Title Deed issued to the 2nd defendant by the 5th Defendant on 16th May, 2008; Searches of suit property dated 22nd July, 2011; Extracts of the Register (green cards) of suit property; Letter dated 4th April, 2011 from the Registrar of Companies to CID; Statutory Declaration of Anderson Mulungye Kivuu sworn on 16th August, 2011 and the annexures thereto; Copy of the order issued by Nairobi Chief Magistrates Court on 21st November, 2013 in Nairobi Criminal Case No. 1590 of 2012; Written Statements recorded with the DCI by Anthony Mbithi Kivuu, Anderson Mulungye Kivuu and Michael Gakuru Njuguna; Forensic Document Examiner's Report dated 15th May, 2012 and attendant documents; Letter dated 13th November, 2013 from the 1st Defendant to the District Land Registrar, Machakos; Letters of Allotment Number 1207 (see No. 2) annexed to number 14 hereinabove; Minutes of the meeting held at the 1st Defendant's office on 5th October, 2011; Letter in relation to Ameura Amedi & Company Advocates from Law Society of Kenya to Lawrence M. Mbabu Associates Advocates dated 1st July, 2019 and Ruling in Kimuri Housing Co Ltd & Margaret Wambui Ngugi V Director of Public Prosecution [2017] eKLR.



Evidence of the Defendants

9. The Defendants disputed that the Plaintiff was the proprietor of the suit land. They denied being involved in fraud to acquire the suit land. The Defendants confirmed that Mwanzo Development Co. Ltd (2nd Defendant) entered into a Sale Agreement with the vendor Daniel Mulwa dated the 3rd May 1995. Further, that Lukenya Ranching transferred the land to Mwanzo Development Co. Ltd and they acquired a Certificate of Title for Mavoko Town Block 3/1908 dated the 16th May, 2008. The Defendants confirmed that Mwanzo Development Company Limited had since subdivided the land and sold to other Defendants, who insist they are bona fide purchasers for value without notice. The 4th Defendant contended that it entered into a Sale Agreement dated the 3rd March, 2010 with the 3rd Defendant and it is now the registered proprietor of Mavoko Town Block 3/7626. Further, that it is a bona fide purchaser for value without notice.
10. The Defendants produced the following documents as exhibits:

Sale Agreement Dated 3rd May 1995; Title Deed Mavoko Town Block 3/1908; Green Card of Mavoko Town Block 3/1908; Statement of the officials of Lukenya Ranching and Farming Co-Operative Society Limited to the DCI; Petition for Letters of Administration of the Estate of Daniel Mulwa Kivuu; CMC Misc. Application No. 19/2013 Machakos; Ruling Dated 13/6/2013; Ruling Dated 10/7/2014; Charge Sheet; Proceeding of Cr. Case 1950/2012; Ruling dated 7th March 2018; Sale Agreement dated March 3, 2010 between the 3rd defendant and 4th defendant; Title Deed in respect of Mavoko Town Block 3/7626 registered to the 4th defendant; Certificate of official search dated January 25, 2010 and Court Order dated May 6, 2010 in respect to Nairobi HCCC No. 1450 of 2008.

Analysis and Determination

11. Upon consideration of the Further Amended Complaint, respective Defences, testimonies of the witnesses, exhibits and rival submissions, the following are the issues for determination: Who is the legal owner of the suit land? Whether the Plaintiff is entitled to the orders sought in the Complaint.

As to who is the legal owner of the suit land

12. Both the Plaintiff and the 2nd Defendant claim ownership of the suit land. The Plaintiff claims it purchased the suit land from Daniel Mulwa. PW1 Margaret Wambui Ngugi, in her testimony explained that she entered into a Sale Agreement dated the 3rd November, 1997, on behalf of the Plaintiff for purchase of Plot Allotment No. 501 Lukenya Ranching, which was later registered as mother title Mavoko Town Block 3/ 1908, from Daniel Mulwa ID No. 0536402/63. Further, that the Sale Agreement was witnessed by Susan Kahoya Advocate. PW1 contended that at the point of purchase, the suit land did not have a title but the vendor signed the Transfer Form at Lukenya Ranching after which, the Plaintiff paid the transfer fees as well as title processing fees. During cross examination PW1 explained that the purchase price of Kshs. 4.8 million was paid in instalments but they paid an initial deposit of Kshs. 800,000/=. Further, that the Plaintiff was not issued with a title to the suit land by Lukenya Ranching, which instead issued it to Mwanzo Development Company Limited. PW1 clarified that the Allotment letter was serialized No. 1207 in respect to plot 501, which indicates that Daniel Mulwa Member No. 286 sold the land to the Plaintiff. She explained that as per extract from Lukenya Ranching Register, Allotment Letter No. 1207 relates to title No. 1908. Further, that as per the said extract of the Register from Lukenya Ranching, it clearly indicates Daniel Mulwa Member No. 286 sold land to Kimuri Housing Company.



13. The 2nd Defendant claimed to have entered into a Sale Agreement with the vendor Daniel Mulwa Kivuu dated the 3rd May, 1995, which the Plaintiff insists is a forgery. Further, that Lukenya Ranching processed its title, which was issued in 2008. DW1 Willy Mutie testified that they paid the vendor the full purchase price in cash after which, Lukenya Ranching transferred the suit land to them. He dwelt on the fact that he had been charged for fraud in acquiring suit land, vide Cr. Case 1950/2012, but was acquitted for lack of sufficient evidence. However, PW2 Alex Mwongera, who was a Forensic expert testified that the signature in the Sale Agreement of 3rd May, 1995 did not belong to the vendor, Daniel Mulwa. The 2nd Defendant's Counsel during cross examination put PW1 to task on whether she had authority to represent the Plaintiff but I note, the same was filed on 9th December, 2013, and is dated 15th June, 2011. As per the minutes of Lukenya Ranching of October 2011 where the Liquidator was present, at minute No. (iv), one Mulungye Kivuu who was son of the late vendor Daniel Kivuu Mulwa, confirmed that his father sold land to the Plaintiff and not the 2nd Defendant.
14. The 4th Defendant contended that it is a bona fide purchaser for value because by the time it purchased a resultant subdivision of the suit land, it was already registered in the name of the 2nd Defendant. DW2 Francis Rimuri Matuto confirmed that he undertook due diligence at the Land's Office before purchasing Mavoko Town Block 3/7626. The 1st Defendant despite filing its Defence failed to come to court to testify and corroborate it. The 2nd and 3rd Defendants was represented by one witness and relied on the same documents.
15. On proof of ownership of land, Sections 26 (1) (b) of the [Land Registration Act](#) stipulates thus:
- “The certificate of title issued by the Registrar upon registration or to a purchaser of land upon a transfer ... 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 ... 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. Emphasis Mine.
16. It is trite that where a title to land is challenged, for purposes of determining its validity, the root of the said title has to be interrogated. In this instance, the Plaintiff furnished court with the Sale Agreement, Letter of Allotment from Lukenya Ranching confirming vendor transferred the suit land to it, as well as an Extract from the Register. Further, it paid transfer fees and title processing fees to Lukenya Ranching as evident in the receipts produced. The 2nd Defendant presented a Sale Agreement and Certificate of Title to the suit land. I note at the point it entered into its contract of sale, the vendor did not have a title to the suit land. DW1 contended that once it paid the full purchase price to the vendor, he took him to the Lukenya Ranching offices, after which the Chairman called him to their offices in Athi River to receive its title.
17. I note DW1 during cross examination admitted that in the Transfer Form to it, the vendor's ID, PIN and Signature were absent. I opine that from the evidence tendered, DW1 failed to demonstrate how Lukenya Ranching processed its title without the Vendor's identification details, payment of Transfer Fees and Title Processing fees. I note despite Lukenya Ranching confirming they transferred the suit land to the 2nd Defendant, the Vendor's son actually swore an affidavit denying that his father sold land to the 2nd Defendant. Further, as per Letter in relation to Ameura Amedi & Company Advocates from Law Society of Kenya to Lawrence M. Mbabu Associates Advocates dated the 1st July, 2019, it



confirmed that the alleged Advocate Ameura Amendi Advocate, who witnessed the Sale Agreement between the vendor and 2nd Defendant is not an Advocate as per their records. I further note DW1 insisted that it is the vendor that brought the advocate. Insofar as the 2nd and 3rd Defendants have really dwelt on the acquittal of the 2nd Defendant, it is trite that the burden of proof in both civil and criminal matters are different. Further, at this juncture, the burden of proof was upon the 2nd Defendant to prove the root its title.

18. It is my considered view that it was incumbent upon DW1 who was the one dealing with the suit land, to find out from the Law Society of Kenya if this Advocate indeed existed. From the evidence before me, I have no reason to doubt that the alleged Advocate Ameura Amendi indeed did not exist and hence never witnessed the purported Sale Agreement of 3rd May 1995.

19. In the case of *Alberta Mae Gacci v Attorney General & 4 Others* 2006 (eKLR), the Court held that:

“Cursed should be the day when any crooks in the street of Nairobi or any town in this jurisdiction using forgery, deceit or any kind of fraud would acquire a legal and valid title deceitfully, snatched from a legal registered innocent proprietor. Indeed, cursed would be the day when such a crook would have a legal capability or competence to pass to a third party, innocent or otherwise, a land interest that he does not have even if it were for valuable consideration....”

20. Further, in the case of *Munyu Maina v Hiram Gatbiha Maina, Civil Appeal No.239 of 2009*, the Court 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.”

21. In the foregoing, while relying on the legal provisions I have cited

including the decisions quoted, I find that since the 2nd Defendant failed to demonstrate, the root of its title to the suit land being Mavoko Town Block 3/1908 before it was subdivided, I am unable to uphold it, since it was acquired illegally, unprocedurally and irregularly and should hence be cancelled.

22. The 4th Defendant insists that it is a bona fide purchaser for value without notice as at the time it purchased its land, it was registered in the name of the 2nd Defendant. In the case of *Arthi Highway Developers Limited v West End Butchery Limited & 6 Others* [2015] eKLR the Court of Appeal outlined principles on when a party can be deemed to be a bona fide purchaser for value without notice, wherein they favourably cited the Uganda Court of Appeal Case of *Katende V Haridar & Company Ltd*, that described it as follows:

a bonafide purchaser for value is 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 the following:

- a. He holds a certificate of Title
- b. He purchased the Property in good faith;
- c. He has no knowledge of the fraud;



- d. The vendors had apparent valid title;
- e. He purchased without notice of any fraud;
- f. He was not party to any fraud.

A bona fide purchase of a legal estate without notice has absolute unqualified and answerable defence against claim of any prior equitable owner.’

23. In applying the principles established in the aforementioned case to the circumstances at hand, I note the 2nd Defendant did not acquire a proper title from Lukenya Ranching as the root of the said title was challenged, as the said land was not available for disposal to a third party, since the vendor had already disposed of the land to the Plaintiff. I opine that even if the consent of the Land Control Board was obtained and transfer registered in the 4th Defendant’s name, this could not defeat the transaction the Plaintiff had with the vendor. I hence find that the 4th Defendant is not a bona fide purchaser for value without notice on the defect in title for Mavoko Town Block 3/7626 as claimed. In my view, since the 4th Defendant did not acquire a good title from the 2nd Defendant, it can still seek remedy against the 2nd Defendant, who sold to it, the said land.

On costs, since the Plaintiff is the inconvenienced parties, I find that it is entitled to the same.

It is against the foregoing that I find that the Plaintiff has proved its case on a balance of probability and will proceed to enter judgement in its favour in the following terms:

- A. As against the first, second, third and fourth Defendants, an order for a permanent injunction be and is hereby issued restraining the four either acting by themselves, their agents, servants, employees or any other manner whatsoever from alienating, selling, transferring, charging, cultivating, constructing or in any other manner howsoever interfering with land original number LR. Mavoko Town Block 3/1908 now subdivided into LR Mavoko Town Block 3/7619, 7620, 7621, 7622, 7623, 7624, 7625, 7626, 7627, 7628 and 7629 and LR. Mavoko Town Block 3/8557, 8558, 8559, 8560, 8561, 8562, 8563, 8564, 8565, 8566, 8567, 8568, 8569, 8570, 8571, 8572, 8573, 8574, 8575, 8576, 8577, 8578, 8579, 8580, 8581, 8582, 8583, 8584, 8585, 8586, 8587, 8588, 8589, 8590, 8591, 8592, 8593, 8594, 8595, 8596, 8597, 8598, 8599, 8600, 8601, 8602, 8603, 8604 8605, 8606, 8607, 8608, 8609, 8610, 8611, 8612, 8613, 8614, 8615, 8616, 8617, 8618, 8619, 8620, 8621, 8622, 8623, 8624, 8625, 8626, 8627, 8628, 8629, 8630, 8631, 8632, 8633, 8634, 8635, 8636, 8637, 8638, 8639, 8640, 8641, 8642, 8643, 8644, 8645, 8646, 8647, 8648, 8649, 8650, 8651, 8652, 8653, 8654, 8655, 8656, 8657, 8658, 8659, 8660, 8661, 8662, 8663, 8664, 8665, 8666, 8667, 8668, 8669, 8670, 8671, 8672, 8673, 8674, 8675, 8676, 8677, 8678, 8679, 8680, 8681, 8682, 8683, 8684, 8685, 8686, 8687, 8688, 8689, 8690, 8691, 8692, 8693, 8694, 8695, 8696, 8697, 8698, 8699, 8700, 8701, 8702, 8703, 8704, 8705, 8706, 8707, 8708, 8709, 8710, 8711, 8712, 8713, 8714, 8715, 8716, 8717, 8718, 8719, 8720, 8721, 8722, 8722, 8723, 8724, 8725, 8726, 8727, 8728, 8729, 8730, 8731, 8732, 8733, 8734, 8735, 8736, 8737, 8738, 8739, 8740, 8741, 8742, 8743, 8744, 8745, 8746, 8747, 8748, 8749, 8750, 8751, 8752, 8753, 8754, 8755, 8756, 8757, 8758, 8759, 8760, 8761, 8762, 8763, 8764, 8765, 8766, 8767, 8768, 8769, 8770, 8771, 8772, 8773, 8774, 8775 and 8776.
- B. An order be and is hereby issued directing cancellation of title deeds number LR MAVOKO TOWNBLOCK 3/7619, 7620, 7621, 7622, 7623, 7624, 7625, 7626, 7627, 7628 and 7629 and a rectification of the register to reflect the plaintiff as the registered proprietor of all that piece of land known as LR. MAVOKO TOWN BLOCK 3/ 1908 (original title) and LR. Mavoko Town Block 3/8557, 8558, 8559, 8560, 8561, 8562, 8563, 8564, 8565, 8566, 8567, 8568, 8569,



8570, 8571, 8572, 8573, 8574, 8575, 8576, 8577, 8578, 8579, 8580, 8581, 8582, 8583, 8584, 8585, 8586, 8587, 8588, 8589, 8590, 8591, 8592, 8593, 8594, 8595, 8596, 8597, 8598, 8599, 8600, 8601, 8602, 8603, 8604 8605, 8606, 8607, 8608, 8609, 8610, 8611, 8612, 8613, 8614, 8615, 8616, 8617, 8618, 8619, 8620, 8621, 8622, 8623, 8624, 8625, 8626, 8627, 8628, 8629, 8630, 8631, 8632, 8633, 8634, 8635, 8636, 8637, 8638, 8639, 8640, 8641, 8642, 8643, 8644, 8645, 8646, 8647, 8648, 8649, 8650, 8651, 8652, 8653, 8654, 8655, 8656, 8657, 8658, 8659, 8660, 8661, 8662, 8663, 8664, 8665, 8666, 8667, 8668, 8669, 8670, 8671, 8672, 8673, 8674, 8675, 8676, 8677, 8678, 8679, 8680, 8681, 8682, 8683, 8684, 8685, 8686, 8687, 8688, 8689, 8690, 8691, 8692, 8693, 8694, 8695, 8696, 8697, 8698, 8699, 8700, 8701, 8702, 8703, 8704, 8705, 8706, 8707, 8708, 8709, 8710, 8711, 8712, 8713, 8714, 8715, 8716, 8717, 8718, 8719, 8720, 8721, 8722, 8722, 8723, 8724, 8725, 8726, 8727, 8728, 8729, 8730, 8731, 8732, 8733, 8734, 8735, 8736, 8737, 8738, 8739, 8740, 8741, 8742, 8743, 8744, 8745, 8746, 8747, 8748, 8749, 8750, 8751, 8752, 8753, 8754, 8755, 8756, 8757, 8758, 8759, 8760, 8761, 8762, 8763, 8764, 8765, 8766, 8767, 8768, 8769, 8770, 8771, 8772, 8773, 8774, 8775 and 8776.

- C. A declaration be and is hereby issued that the Plaintiff is the owner of the land parcels original No. LR. Mavoko Town Block 3/1908 now subdivided into LR Mavoko Block 3/ 7619 to 7629 and the acts of the Defendant are illegal and fraudulent and an order to cancel LR Mavoko Town Block 3/8557, 8558, 8559, 8560, 8561, 8562, 8563, 8564, 8565, 8566, 8567, 8568, 8569, 8570, 8571, 8572, 8573, 8574, 8575, 8576, 8577, 8578, 8579, 8580, 8581, 8582, 8583, 8584, 8585, 8586, 8587, 8588, 8589, 8590, 8591, 8592, 8593, 8594, 8595, 8596, 8597, 8598, 8599, 8600, 8601, 8602, 8603, 8604 8605, 8606, 8607, 8608, 8609, 8610, 8611, 8612, 8613, 8614, 8615, 8616, 8617, 8618, 8619, 8620, 8621, 8622, 8623, 8624, 8625, 8626, 8627, 8628, 8629, 8630, 8631, 8632, 8633, 8634, 8635, 8636, 8637, 8638, 8639, 8640, 8641, 8642, 8643, 8644, 8645, 8646, 8647, 8648, 8649, 8650, 8651, 8652, 8653, 8654, 8655, 8656, 8657, 8658, 8659, 8660, 8661, 8662, 8663, 8664, 8665, 8666, 8667, 8668, 8669, 8670, 8671, 8672, 8673, 8674, 8675, 8676, 8677, 8678, 8679, 8680, 8681, 8682, 8683, 8684, 8685, 8686, 8687, 8688, 8689, 8690, 8691, 8692, 8693, 8694, 8695, 8696, 8697, 8698, 8699, 8700, 8701, 8702, 8703, 8704, 8705, 8706, 8707, 8708, 8709, 8710, 8711, 8712, 8713, 8714, 8715, 8716, 8717, 8718, 8719, 8720, 8721, 8722, 8722, 8723, 8724, 8725, 8726, 8727, 8728, 8729, 8730, 8731, 8732, 8733, 8734, 8735, 8736, 8737, 8738, 8739, 8740, 8741, 8742, 8743, 8744, 8745, 8746, 8747, 8748, 8749, 8750, 8751, 8752, 8753, 8754, 8755, 8756, 8757, 8758, 8759, 8760, 8761, 8762, 8763, 8764, 8765, 8766, 8767, 8768, 8769, 8770, 8771, 8772, 8773, 8774, 8775 and 8776.
- D. An order be and is hereby issued for the demolition of structures illegally constructed on the suit property (Mavoko Town Block 3/1908) including resultant subdivisions and an order for eviction of persons in occupation thereof and the eviction be supervised by the police county commander Machakos county and the county commissioner Machakos County or by officers appointed by them to do so, after 90 days from the date hereof.
- E. An order be and is hereby issued directing the 5th Defendant to cancel the titles issued to the 2nd, 3rd and 4th Defendants over the suit properties (Mavoko Town Block 3/1908) including resultant subdivisions and in lieu thereof direct the registration of the Plaintiff as the sole owner of the suit properties.
- F. Costs of this suit is awarded to the Plaintiff to be borne by 1st, 2nd and 3rd Defendants only.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 27th DAY OF FEBRUARY 2025.

CHRISTINE OCHIENG



JUDGE

In the presence of:

Ogeto for 2nd and 3rd Defendants

Court Assistant: Joan

