



**REPUBLIC OF KENYA**

**IN THE ENVIRONMENT AND LAND COURT AT MACHAKOS**

**ELC. CASE NO. 210 OF 2015**

**CATHERINE MBULA WAEMA.....PLAINTIFF**

**VERSUS**

**WAMBUA KOMU.....DEFENDANT**

**JUDGMENT**

1. In the Plaint dated 1<sup>st</sup> September, 2015, the Plaintiff has averred that on 15<sup>th</sup> August, 2007, the deceased entered into a written Sale Agreement with the Defendant for the purchase of two (2) acres of land to be excised from plot number 1507.
2. It is the Plaintiff's case that after paying the full purchase price, the Defendant declined to transfer the land to him.
3. The Plaintiff is seeking for an order directing the Defendant to transfer to him the said two (2) acres of Plot No. 1507.
4. Although the Defendant was served, he neither entered appearance nor filed a Defence.
5. The Plaintiff, PW1, appeared before the court and stated that her, together with her late husband entered into a written agreement with the Defendant for the purchase of the suit land.
6. The Plaintiff produced in evidence the agreement dated 15<sup>th</sup> August, 2007 showing that indeed the Defendant sold to the late Wambua Mbithi a parcel of land measuring 2 acres. The agreement further shows that the full purchase of Kshs. 160,000 was paid to the Defendant.
7. Considering that the Defendant has not rebutted the evidence by the Plaintiff and in view of the Agreement of 15<sup>th</sup> August, 2007, I find that the Plaintiff has proved his case on a balance of probabilities.
8. In the circumstances, I allow the Plaintiff's Plaint dated 11<sup>th</sup> September, 2015 as prayed.

**DATED, DELIVERED AND SIGNED IN MACHAKOS THIS 9<sup>TH</sup> DAY OF NOVEMBER, 2017.**

**O.A. ANGOTE**

**JUDGE**