



REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KITALE

LAND CASE NO. 106 OF 2017

KIRWA MOSES.....PLAINTIFF

VERSUS

LUCY CHEPLANGAT FRANCIS.....DEFENDANT

JUDGMENT

1. The plaintiff filed this suit on 19/6/2017. In the plaint he sought the following orders against the defendant:-

a. An order compelling the defendant to play her contractual part and transfer the land to the plaintiff.

b. An order of permanent injunction against the defendant, his servants, agents and any other personal claiming under her from entering, dealing or doing any act on that parcel of land known as Kaisagat/Makhonge Block 1(Mwisho)/150.

c. Costs of the suit.

2. According to the plaint and the evidence of the plaintiff, the plaintiff and the defendant entered into an agreement for sale of two acres to the plaintiff out of that land known as **Kaisagat/Makhonge Block 1(Mwisho)/150** for the sum of **Kshs.400,000/=** which the plaintiff paid on the execution of the agreement.

3. The plaint further states that the plaintiff made further payments to the defendant and to one Seth Msto at the defendant's request and she promised to add him **one half of an acre** in the transaction to make the overall size of the land sold to him to be **2 ½ acres**. However, the defendant now has been elusive and has failed to transfer the land to the plaintiff.

4. This court is satisfied that the defendant was served with the plaint and summons in this case as per the affidavit of service of one Wycliffe B. Juma, a process server, on 4/7/2017. She has not opposed the claim. The plaintiff produced the land sale agreement between the two parties as "**P. Exhibit 1.**" It shows that the defendant agreed to sell the two acres from LR. No. **Kaisagat/Makhonge Block 1(Mwisho)/150** to the plaintiff on 22/12/2012. The agreement was signed by the vendor and the purchaser and it was attested to by an advocate. It was also witnessed by one Seth Msto Chesirgon.

5. I find that in the absence of any opposing evidence from the defendant, the plaintiff has proved his claim on a balance of probabilities against the defendant. I therefore enter judgment in favour of the plaintiff against the defendant. I grant prayer No. (a) in the plaint dated 16/6/2017. The defendant shall execute all necessary documents to effect the transfer to the plaintiff of the two and a half acres subject of

this suit which shall be carved out of LR. No. **Kaisagat/Makhonge Block 1(Mwisho)/150** and in default, the Deputy Registrar of this court shall execute all such documents. The defendant shall also pay to the plaintiff the costs of this suit.

Dated, signed and delivered at Kitale on this 20th day of December, 2017.

MWANGI NJOROGE

JUDGE

20/12/2017

Before - Mwangi Njoroge -Judge

Court Assistant - Isabellah

N/A for the parties

COURT

Judgment read in open court in the absence of the parties.

MWANGI NJOROGE

JUDGE

20/12/2017