



**Halar Industries Limited v Executors of the Estate of Tahir Sheikh Said & another (Environment & Land Case 467 of 2018) [2024] KEELC 3780 (KLR) (30 April 2024) (Judgment)**

Neutral citation: [2024] KEELC 3780 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT & LAND CASE 467 OF 2018**

**JE OMANGE, J  
APRIL 30, 2024**

**BETWEEN**

**HALAR INDUSTRIES LIMITED ..... PLAINTIFF**

**AND**

**THE EXECUTORS OF THE ESTATE OF TAHIR SHEIKH  
SAID ..... 1<sup>ST</sup> DEFENDANT**

**TSS SPINNING AND WEAVING LIMITED ..... 2<sup>ND</sup> DEFENDANT**

**JUDGMENT**

1. This suit arises out of land title LR N0 209/8854 hereinafter referred to as the suit property.
2. The Plaintiff vide a plaint filed on 1<sup>st</sup> November 2018, Plaintiff deponed that at all material times it had entered into a lease agreement with the 2<sup>nd</sup> Defendant dated 19<sup>th</sup> October, 2016 for a go down erected on the suit property for a term of 5 years at an agreed monthly price of Ksh 873,000/= That the Plaintiff has been a diligent tenant paying rent as it fell due.  
  
The Plaintiff avers that the 1<sup>st</sup> Defendant who is not party to the lease agreement, has without any colour of right harassed the Plaintiff claiming that it has defaulted in payment of its rent and went ahead to instruct auctioneers to levy distress for rent on the Plaintiff's machinery.
3. That the 1<sup>st</sup> Defendant issued a notice to the Plaintiff in the year 2018 seeking vacant possession of the suit property. The Plaintiff contends that the actions of the 1<sup>st</sup> Defendant are illegal as it is in rightful possession of the go down, in view of the subsisting lease agreement in place between it and the 2<sup>nd</sup> Defendant which it claims the 2<sup>nd</sup> Defendant has acknowledged.
4. The Plaintiff's contention is that the actions of the 1<sup>st</sup> Defendant have disrupted the Plaintiff's business hence the Plaintiff seeks the following orders;



- a. A declaration be and is hereby issued that the status quo to remain and the Plaintiff allowed to continue enjoying quiet possession of the said property
  - b. A declaration be and is hereby- issued that the Plaintiff is the rightful tenant/occupant of the go down on LR N0 209/8854
  - c. A Declaration be and is hereby issued that the lease dated 19<sup>th</sup> October 2016 is rightfully between the Plaintiff and the 2<sup>nd</sup> Defendant only to exclusion of any other persons and/entity
  - d. A declaration be and is hereby issued that the notice of eviction by the 1<sup>st</sup> Defendant dated 3<sup>rd</sup> August 2018 is illegal, unlawful and unwarranted.
  - e. Permanent injunction orders to issue restraining the 1<sup>st</sup> Defendant from entering, trespassing and/or attempting to remove evict the Plaintiff from the go down on LR N0 209/8854, Nairobi during the pendency of the term of the lease dated 19<sup>th</sup> October 2016
  - f. That in the alternative the Plaintiff be allowed to deposit the monthly rent for the demised premises in this honourable court.
  - g. Costs of the suit
5. The Plaintiffs witness Vijay T. Dodha reiterated the contents of the plaint and insisted that there is a lease which was signed between the Directors of the Plaintiff and the Directors of the 2<sup>nd</sup> Defendant. He further deponed that the Plaintiff has always paid rent as it falls due and is willing to continue doing so.
  6. The 1<sup>st</sup> Defendant filed a defence and counterclaim dated 4<sup>th</sup> May 2022 in which it denied the contents of the plaint and further asserted that they are the administrators of the estate of Tahir Sheikh Said Ahmed(deceased) who was and still is the registered owner of the suit property and therefore, the 2<sup>nd</sup> Defendant had no legal rights to convey to the Plaintiff herein in respect of the suit property. Further it was their argument that the lease being relied upon was unverified and unregistered contrary to Sections 36(1) and 43(2) of the Land Registration Act no. 3 of 2012 and could therefore not confer any legal interests.
  7. In the counterclaim they aver that the Plaintiff has been paying monthly rent in the sum of Ksh 870,000 to the 2<sup>nd</sup> Defendant. That the Plaintiff and 2<sup>nd</sup> Defendant have denied the estate of the deceased income from his property.  
The 1<sup>st</sup> Defendant alleges that the Plaintiff has not complied to the terms of the consent dated 17<sup>th</sup> December 2018 in which it was agreed that rent monies in the sum of Ksh 970,920/= were to be deposited into a joint account. Instead the Plaintiff had only deposited Ksh 753,300/=.
  8. It is further stated that the Plaintiff has refused to vacate the suit property despite demand to do so acts which amount to trespass and conversion hence the counterclaim seeking for orders that;
    - a. Plaintiff's suit against the 1<sup>st</sup> Defendant be dismissed with costs
    - b. A declaration that Plaintiff's occupation on LR N0 209/8854 is unlawful and amounts to trespass.
    - c. A declaration that the Plaintiff was not entitled to pay to and the 2<sup>nd</sup> Defendant not entitled to receive any sums of money for the Plaintiff's occupation on LR NO 209/8854.
    - d. The acts as in (c) above amount to conversion of the estate of the deceased.



- e. The Plaintiff be ordered to give vacant possession of LR N0 209/8854 and in default be evicted at its cost.
  - f. The Plaintiff and 2<sup>nd</sup> Defendant jointly and severally pay mesne profits to the 1<sup>st</sup> Defendant assessed at Ksh 970,920/= per month from October 2016 to February 2022.
  - g. That the Plaintiff pays the 1<sup>st</sup> Defendant mesne profit assessed at Ksh 1,438,400/= per month from march 2022 until Plaintiff gives vacant possession.
  - h. That the funds in the joint interest earning account that is account no 0119216386000 at cooperative bank be released to the 1<sup>st</sup> Defendant or its advocates to offset some of the mesne profit in (f).
  - i. The sums in f and g above attract interest at court rate of 14% from time of first demand that is 3<sup>rd</sup> July 2018 until payment in full.
  - j. Costs of the counterclaim be borne by the Plaintiff and 2<sup>nd</sup> Defendant.
9. The 1<sup>st</sup> Defendant filed a witness statement by Osman Tahir Sheikh Said Ahmed wherein, he reiterated the contents of the counterclaim and averred that the deceased had appointed him and 2 others as executors of his estate vide a will dated 12<sup>th</sup> June 2018 and the suit property herein is one of the properties duly registered to the deceased. It had come to their attention that the Plaintiff is purporting to have in a lease agreement with the 2<sup>nd</sup> Defendant who is a stranger to them.
10. The 2<sup>nd</sup> Defendant in its pleadings, filed a response to 1<sup>st</sup> Defendant's counterclaim dated 25<sup>th</sup> October 2022. It admitted that indeed the Plaintiff had entered into a lease agreement with 2<sup>nd</sup> Defendant via the deceased who was one of the 2<sup>nd</sup> Defendant's directors. That prior to Mr sheikh's death the monthly rent was being deposited into the 2<sup>nd</sup> Defendants account and not the deceased's account until the death of the Mr. Tahir Sheikh Said Ahmed. It is its case that the consent entered into by the Plaintiff and the 1<sup>st</sup> Defendant was occasioned by the 1<sup>st</sup> Defendant who they insisted had no capacity to transact on behalf of the estate of the deceased as they had not been confirmed as administrators to the estate.
11. The 2<sup>nd</sup> Defendant avers that the acts of the 1<sup>st</sup> Defendant had deprived it of its major source of income and affected its business operations hence the 2<sup>nd</sup> Defendant in its counterclaim seeks for the following orders
- a. Plaintiff's suit against the 1<sup>st</sup> Defendant be allowed with costs
  - b. 1<sup>st</sup> Defendant's counterclaim against the 2<sup>nd</sup> Defendant be dismissed with costs
  - c. A declaration that the lease agreement as between the Plaintiff and 2<sup>nd</sup> Defendant is valid
  - d. A declaration that the acts of the 1<sup>st</sup> Defendant in attempting to evict the Plaintiff is illegal and a violation of its right to quiet possession
  - e. That the funds in the joint interest earning account that is account no 0119216386000 at cooperative bank be released to the 2<sup>nd</sup> Defendant or its advocates.
  - f. That the funds in the joint interest earning account that is account no 0119216386000 at Cooperative Bank be divided amongst the shareholders of the 2<sup>nd</sup> Defendants in the ratio of their shares
  - g. Interest of(e) above at court rates
  - h. Costs of the counterclaim to be borne by the 1<sup>st</sup> Defendant.



12. The 2<sup>nd</sup> Defendant in its witness statement reiterated the contents of the counterclaim insisting that, the 1<sup>st</sup> Defendant had no capacity to participate in the affairs of the deceased as they had no letters of administration confirming them as administrators of the estate of the deceased.
13. The Plaintiff filed submissions dated 17<sup>th</sup> October 2023 in which they raised the following issues for determination by the court; Whether the 1<sup>st</sup> Defendant had the capacity to conduct affairs in relation to the estate of the deceased. They submitted that at the time of demand in August 2018 the 1<sup>st</sup> Defendant had no *locus standi* to carry out any acts in relation to the affairs of the estate of the deceased including levying distress for rent and issuing notice of eviction and neither had any legal standing before the court. Counsel relied on the Court of Appeal case of Alfred Njau Vs City Council Of Nairobi (1983)KLR 625
14. Whether the suit abated for lack of service of summons to the 1<sup>st</sup> Defendant. It was submitted that, the 1<sup>st</sup> Defendant had participated in the proceedings and could not at this point rely on the issue of service of summons. In support of this point counsel referred the court to the case of Nanjibhai Prabhudessai & Co Ltd Vs Stanbic bank Ltd (1968)EA 670.
15. Finally, it was the Plaintiffs submission that the lease agreement dated 19<sup>th</sup> October 2016 was duly registered as evidenced by a valid stamp duty stamp and acknowledgement of payment of revenue and that the deceased herein entered into the lease as the company and not in his personal capacity and the company being with perpetual succession the other directors of the company could enforce binding agreements still in force at the demise of the one of the directors.
16. In response to the first issue raised by the Plaintiff on capacity the 1<sup>st</sup> Defendants submitted that, as executors of the will they had the *locus standi* to manage the deceased's estate by virtue of having being named as executors in the will.  
  
In support of this they cited the decision in Osman Tahir Sheikh Said & Another (suing as executors of the will of Tahir Sheikh Said Ahmed Vs Nomad Energy Limited; Sabir Tahir Sheikh Said & 5 Others (interested parties ) 2019 eKLR.
17. Further, it was their submission that the Plaintiff had an obligation as provided in Order 5 Rule 15 of the Civil Procedure Rules to issue summons and the failure to do so had caused the suit to abate, notwithstanding their appearance in the suit. They referred the court to the case of Pius Kimaiyo Langat Vs Cooperative Bank of Kenya Limited (2017) eKLR.
18. The 1<sup>st</sup> Defendant further argued that the lease the Plaintiff allegedly signed with the 2<sup>nd</sup> Defendant, is unenforceable as it was signed by a party who is not the registered owner of the suit property.
19. Lastly, they submitted the counterclaim by the 2<sup>nd</sup> Defendant is not merited, as it has no rights over the suit property, hence no claim to be protected by this honourable court.
20. The 2<sup>nd</sup> Defendant stated that the 1<sup>st</sup> Defendant has failed to produce any documentation that would demonstrate they are executors of the estate of the Late Mr. Tahir and had failed to meet the evidentiary burden of proof as envisaged by Section 107(1) of the *Evidence Act* and hence have no *locus standi* before this court.
21. On the issue of validity of the lease agreement, it was their contention that the lease was duly registered having paid stamp duty on the 18<sup>th</sup> day of November, 2016 as such, they are protected from any 3<sup>rd</sup> parties as was held in the case of Mega Garment Limited –v- Mistry Jadva Parbat & Co.(EPZ) Limited (2016) eKLR.



22. Further to that, it was their submission that the deceased Mr. Tahir under his own volition executed the lease agreement under the company name and not as an individual and the company being a separate legal entity, the actions by the Late Mr. Tahir then created privity of contract between the Plaintiff and the 2<sup>nd</sup> Defendant who had other directors apart from the deceased. They placed reliance on the case of *Multi-choice Kenya Ltd V Mainkam Ltd & Anor.* (2013) eKLR.
23. It is noted that, in this matter parties did on the 3<sup>rd</sup> July, 2023 agree to rely on the witness statements. Having considered the pleadings, the witness statements and the submissions, the court identifies the following issues for determination; Whether the Plaintiffs suit abated for failure to serve the summons Whether the 1<sup>st</sup> Defendants have capacity to act on behalf of the estate of the deceased Whether there was a valid lease between the Plaintiffs and the 2<sup>nd</sup> Defendant Whether the Plaintiff is entitled to quiet possession? Whether the 1<sup>st</sup> Defendant is entitled to mesne profits? Who should benefit from the rental income in the account?
24. On the failure to serve the summons, it is the contention of the 1<sup>st</sup> Defendant that the Plaintiffs suit abated due to failure to serve the summons. On the other hand, the Plaintiff and the 2<sup>nd</sup> Defendant argue that the appearance of the 1<sup>st</sup> Defendant in the suit had corrected any prejudice that the 1<sup>st</sup> Defendant that may have been occasioned to the 1<sup>st</sup> Defendant by the failure to file the summons. The Court of Appeal, in the case of *Pius Kimaiyo Supra* cited the case of *Udaykumar Chandulal Rajani & 3 others & 3 others versus Charles Thaithi* 1991 eKLR.
25. I have considered the above authority and I note that the 1991 decision was made before the enactment of *the Constitution* of Kenya 2010 which has greatly changed the legal landscape with emphasis on the Right to fair hearing and determination of disputes on substance. Further, I note that, in the *Kimaiyo Case Supra* the Court of Appeal while finding that the Summons to enter Appearance was invalid did not indicate that on its own, this would have been sufficient to determine the appeal rather the appeal was determined after the issue of summons and the limitation period were considered jointly. I find that in view of the fact that the 1<sup>st</sup> Defendant filed a defence albeit under protest it would be unjust to lock the Plaintiff from the seat of justice in the circumstances.
26. On the question whether the 1<sup>st</sup> Defendant herein has the locus standi to agitate the Claims before this Honourable Court, I note that, the 1<sup>st</sup> Defendant herein have cited a case, *Osman Tahir Sheikh Said & another (suing as the executors of the will of Tahir Sheikh Said Ahmed) v Nomad Energy Limited; Sabir Tahir Sheikh Said & 5 others (Interested Parties)* [2019] eKLR in which they are suing as the executors to the estate of the deceased which is the same estate center of this suit
27. In the case, the 1<sup>st</sup> Respondent in the cited case was questioning their capacity to institute the suit on behalf of the estate of the deceased as they had not obtained grant of probate hence lacked locus standi. Hon Justice Obaga in his ruling stated;
- “The respondent is contending that the applicants have no locus standi to bring this suit on behalf of the estate of the deceased because they have not filed for probate. In answer to the respondent’s contention, the law is clear that executors of a will of a deceased are at liberty to file proceedings to protect the property of the deceased even before grant of probate. In the case of *Virginia Edith Wamboi Otieno Vs Joash Ochieng Ougo & another* (1987) eKLR the Court of Appeal while contrasting Section 80(2) and 80(1) of the Law of Succession stated as follows: -



28. “In contrast section 80(1) provides that a grant of probate shall establish the will from the date of death and shall render valid all intermediate acts of the executor or executors to whom the grant is made consistent with his or their duties as such. This means that in the case of an executor he may perform most of the acts appertaining to his office before probate including the bringing of a fresh action because he derives title from the will and the property of the deceased vests in him from the moment of the intestate’s death....”.
29. “There is no doubt that the will of the deceased is being challenged in courts in Mombasa. The law as stated in the case of Virginia Edith Wamboi Otieno and Sakina Sote Kaittany (supra) is that an executor of a will of a deceased is free to bring proceedings even where the will is being challenged. I therefore find that the applicants have locus standi to bring the present suit and the application”
30. I would borrow from the finding and reasoning of Justice Obaga in the above case and find that the 1<sup>st</sup> Defendant have locus to file the claim.
31. On the question whether there is a valid enforceable lease agreement between the Plaintiff and the 2<sup>nd</sup> Defendant it is argued that the suit property is in the name of the deceased Tahir Sheikh Said hence the Plaintiffs lease with the 2<sup>nd</sup> Defendant is invalid.

The lease agreement attached to the Plaintiff’s list of documents dated 19<sup>th</sup> October 2016 indicates the Plaintiff herein Halar Industries Limited is the tenant and the 2<sup>nd</sup> Defendant that is Tahir Sheikh Said Spinning and Weaving Limited is the Landlord. The deceased Mr. Tahir Sheikh Said Ahmed is not party to the lease agreement although he is the legally registered owner of the suit property which is not a matter of contention. The lease however is signed by the late Tahir Sheikh Said and Mohamed Tahir who is a Co-director. The issue is whether this is a case in which it can be said the lease was executed by a party who was a separate legal entity.

32. It is argued that in the celebrated locus classicus case of Solomon vs. Solomon and Co. Ltd [1897] AC 22, it was established that a registered company is a legal person separate from its members and that the status of the individual directors doesn’t affect a company’s dealings. In re Estate of Mark Kiptarbei Too (Deceased) [2019] eKLR the court indicated that a limited company is a juristic person with separate legal entity from the directors and shareholders.
33. The principle is Salomon versus Salomon is settled. However, courts of equity have held that the corporate veil can be lifted in certain instances. The Halsbury’s Laws of England, 4<sup>th</sup>Edn para. 90; addresses the issue of piercing the veil of incorporation and states that;

“Notwithstanding the effect of a company’s incorporation, in some cases the court will ‘pierce the corporate veil’ in order to enable it to do justice by treating a particular company, for the purpose of the litigation before it, as identical with the person or persons who control that company. This will be done not only where there is fraud or improper conduct but, in all cases, where the character of the company, or the nature of the persons who control it, is a relevant feature. In such case, the court will go behind the mere status of the company as a separate legal entity distinct from its shareholders or even as agents, directing and controlling the activities of the company. However, where this is not the position, even though an individual’s connection with a company may cause a transaction with that company to be subjected to strict scrutiny, the corporate veil will not be lifted”



34. Closer home, Justice Reuben Nyakundi had occasion to explore instances when a court may lift the veil. After considering the principles set out in *Jones vs. Lipman & Another* [1962] 1 All ER 442) and *H. L. Bolton (Engineering Co. Ltd vs. T. J. Graham & Sons Ltd* [1956] 3 ALL ER where it was held;

“A company may in many ways be likened to a human body. They have a brain and a nerve centre which controls what they do. They also have hands which hold tools and act in accordance with directions from the centre. Some of the people in the company are mere servants and agents who are nothing more than hands to do the work, and cannot be said to represent the mind or will. Others are directors and managers who represent the directing mind and will of the company, and control what they do. The state of mind of these managers is the state of mind of the company and is treated by law as such”

35. The learned Judge summed it up thus; In general, therefore, Courts in Kenya will only allow for the piercing of the corporate veil when two requirements are met:

- a) First, the company is a mere instrumentality or alter ego of the shareholder or director in question such that there is such unity of interest and ownership that one is inseparable from the other; and
- b) Second, the facts must be such that adherence to the fiction of separate entity would, under the circumstances, sanction a fraud or promote injustice.

36. In the instant case, the late Tahir Sheikh Said was one of two Directors. He signed the lease on behalf of the company which bears his name Tahir Sheikh Said Spinning and Weaving Limited. His son, Mohamed Tahir the other Director of the 2<sup>nd</sup> Defendant also signed the lease. The title is in the name of the late Tahir Sheik Said. During his lifetime, the rental income was deposited by the Plaintiffs in the 2<sup>nd</sup> Defendants accounts.

37. There is absolutely no doubt in my mind that the company Tahir Sheikh Said Spinning and Weaving Garments and Tahir Sheikh Said operated as one entity with the late Tahir Sheikh Said at the center. He used the 2<sup>nd</sup> Defendants name to enter into an agreement with the Plaintiff and allowed the 2<sup>nd</sup> Defendant to accept rent paid by the Plaintiff. These facts have not been contested at all. In view of this it would be a great injustice to treat the Plaintiff as a trespasser. The facts of this case require the court to pierce the corporate veil. To fail to do so would result in great injustice. I therefore find that there was a lease between the Plaintiff and the late Tahir Sheikh Said who was the alter ego of the 2<sup>nd</sup> Defendant.

38. An issue was raised regarding the registration of the lease. The 1<sup>st</sup> Defendant contends that the lease agreement is unenforceable as it was not registered contrary to the provisions of Section 36(1) and 43(2) of the [Land Registration Act](#) which state as follows;

- 36(1) A lease, charge or interest in land shall not be disposed of or dealt with except in accordance with this Act, and any attempt to dispose of any lease, charge or interest in land otherwise than in accordance with this Act or any other law, shall not, extinguish, transfer, vary or affect any right or interest in that land, or in the land, lease or charge
- (2) Nothing in this section shall be construed as preventing any unregistered instrument from operating as a contract.”

The implications of the above Section are that any unregistered lease is then binding as a contract only to the parties that executed it and not to 3<sup>rd</sup> parties.



39. What then should have been the fate of the agreement between the 2<sup>nd</sup> Defendant as fronted by the late Tahir and the Plaintiff upon the demise of the Late Tahir. Having found that, the 2<sup>nd</sup> Defendant in so far as the lease was essentially the alter ego of the deceased, upon the death of the late Tahir, the executors of the estate would then be expected to take over management of the suit property which was in the name of the deceased and whose administration correctly belongs to the Probate Court not this court.

40. On whether the Plaintiff is entitled to quiet possession, the lease that the Plaintiff signed with the 2<sup>nd</sup> Defendant through its alter ego has now long expired. Unless the Plaintiff negotiates new terms with the estate of the deceased they are not entitled to quiet possession.

41. The 1<sup>st</sup> Defendant had sought damages for trespass and mesne profits. I find that the Plaintiffs had entered the suit property with the permission of the owner.

After the death of the deceased the parties and the filing of this suit the parties agreed to open a joint account on 31<sup>st</sup> January, 2019 and deposit the rent into the account. In view of this agreement, the Plaintiffs cannot be said to be trespassers.

42. Which brings us to the issue of the rental income which is claimed by both the 1<sup>st</sup> and 2<sup>nd</sup> Defendant. In view of the death of the Registered owner, the company which during his lifetime collected rental income with his knowledge and concurrence cannot continue to do so as the Law of Succession now applies.

43. Section 45 of the *Law of Succession Act* reads as follows:

No intermeddling with property of deceased person.

1. Except so far as expressly authorized by this Act, or by any other written law, or by a grant of representation under this Act, no person shall, for any purpose, take possession or dispose of, or otherwise intermeddle with, any free property of a deceased person.

44. The rental income, properly belongs to the estate of the deceased person Tahir Sheikh Said on behalf of whose estate the suit herein was filed by the 1<sup>st</sup> Defendant.

45. The last issue the court has to grapple with is whether the court should grant mesne profits.

“Measure for mesne profit was described in the Privy Council decision in *Invergue Investments v Hacketh* (1995) 3 All ER 842 cited with approval in the *Kenya Hotel Property Ltd* case (supra) as follows:

“This is form of an ordinary claim for mesne profit, that is to say, a claim for damages for trespass to land.... The question for decision is the appropriate measure of damages. “The Privy Council observed that that measure of damages must be reasonable rent. The usual practice is to assess mesne profits down to the date when possession is given.”

Having found there was no trespass, the said profits are not payable. However, rent is payable.

46. The court finds that reasonable rent is Kshs. 970,920. This was the figure parties agreed on. This amount should be paid from the date of death of the deceased to date. These amounts should be paid to the estate of Tahir Sheikh Said. The figures owing should be reduced by the amounts deposited in



the 2<sup>nd</sup> Defendants accounts while the late Tahir was alive and discounting the amounts deposited in the joint interest earning account.

47. On the question of costs, I note that costs should follow the event. This case was necessitated by the unfortunate demise of the late Tahir Sheikh Said.

In his absence, the affairs of his estate could not proceed seamlessly.

None of the parties are to blame for the state of affairs and indeed the ultimate winner is the estate of the deceased. I find that this is a fit case for each party to bear their own costs for the suit.

48. In the end, Judgement is entered for the 1<sup>st</sup> Defendant in the following terms;

- a. The Plaintiff is to pay an amount of Kshs 970,920 per month from the date of death of the deceased to date. This amount shall be discounted by the deposits and interest in the joint account.
- b. Rental income and interest collected in the joint account is to be released to the estate of the late Tahir Sheikh Said
- c. If the Plaintiff and the 1<sup>st</sup> Defendant are unable to agree on terms of a new lease, the Plaintiff is to vacate the suit property within 90 days from today

**JUDGEMENT SIGNED, DATED, AND DELIVERED VIA MICROSOFT TEAMS ON 30<sup>TH</sup> OF APRIL, 2024.**

**JUDY OMANGE**

**JUDGE**

**In the Presence of:**

- Mr. Nganga for the Plaintiff-Mr. Mungai for 1<sup>st</sup> Defendant
- Mr. Onyango holding brief for Okatch for the 2<sup>nd</sup> Defendant
- Court Clerk: Steve

