



REPUBLIC OF KENYA



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**Trikuti Investments Limited v Mohamud & 4 others (Environment & Land
Case 1532 of 2013) [2025] KEELC 277 (KLR) (30 January 2025) (Judgment)**

Neutral citation: [2025] KEELC 277 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 1532 OF 2013
OA ANGOTE, J
JANUARY 30, 2025**

BETWEEN

TRIKUTI INVESTMENTS LIMITED PLAINTIFF

AND

ALASOW HASSAN MOHAMUD 1ST DEFENDANT

SALAT SAMAN OLOW 2ND DEFENDANT

WANG WANG CENTRE LIMITED 3RD DEFENDANT

LAND REGISTRAR NAIROBI 4TH DEFENDANT

NATIONAL LAND COMMISSION 5TH DEFENDANT

JUDGMENT

1. In the Re-Amended Complaint dated 23rd December 2022, the Plaintiff avers that it has been the registered owner of the suit property L.R. 1/199 (Upper Hill Estate) since 1997, when it acquired the same from Prem Kumari Sat Pal Magon, the executrix of the estate of the late Sat Pal Magon (also known as Sat Pal Isherdass Gulabrai Magon), and that the property comprises one main house and a guest house on an acre of land, which the Plaintiff referred to as a front yard and back yard respectively (the suit property).
2. The Plaintiff averred that the suit property was managed and leased out by Ramesh Magon (Deceased) and Geeta Magon, a director in the Plaintiff to various tenants between 1993 to 2009 and that these tenants include one Isabela Hawley, Fred Okiki Amayo, the International Committee of the Red Cross, Jung Kook Ahn, Young Joo Chung and Pietro Celini.
3. According to the Plaintiff, following disagreements between the directors of the Plaintiff's company, a winding up Petition was filed on 8th June 2009 and the suit property, among others were placed under the management of the Official Receiver on behalf of the court.



4. The Plaintiff's case is that in August 2012, the 1st and 2nd Defendants through fraud, trickery and falsification of documents purported to be the registered owners of the premises and purported to effect a subdivision of the property and that the 2nd Defendant proceeded to evict its tenant from the front yard of the premises, and demanded rent from the tenant in occupation of the back yard, causing embarrassment and financial loss to the Plaintiff.
5. Further, the Plaintiff's claim is that in October 2013, the 2nd and 3rd Defendants jointly demolished the main house in the premises occasioning it immeasurable loss to its income and assets portfolio and that it incurred losses in the value of the demolished building amounting to Kshs.9,500,000 and mesne profits calculated at the rate of Kshs. 1,000,000 per month until payment in full.
6. According to the Plaintiff, the particulars of fraud, trickery and falsification by the 1st and 2nd Defendants include procuring and uttering a false indenture; procuring the production of a false surrender for L.R 1/199; fraudulently representing themselves as the owners of the premises; fraudulently effecting the subdivision of the premises, in order to procure a new Deed Plan for the subject property; fraudulently purporting to sell the same to the 3rd Defendant as owner/ proprietor of the premises and procuring and creating and uttering an instrument of transfer of the suit properties herein from the 1st Defendant to the 2nd Defendant, purportedly prepared by P.N. Patel Advocate.
7. The Plaintiff asserts that the particulars of fraud in respect of the 3rd Defendant is purporting to purchase a property when they knew or ought to have known that the same did not belong to the 2nd Defendant; purchasing a property from a party who had no title to pass; influencing the 5th Defendant to state that the suit property belongs to the 3rd Defendant; failing to carry out proper due diligence to establish the root of title of the premises they purported to purchase and purporting to purchase the premises for Kshs. 200 million without paying the purchase price.
8. With respect to the 4th Defendant, the Plaintiff asserts that particulars of fraud on their part are allowing the transfer of the suit property from the 1st to the 2nd Defendants based on a transfer with respect to another property and based on forged and fictitious documents; allowing the subdivision of the suit property to complete the fraudulent dispossession of the suit property from the Plaintiff and ensuring that the Plaintiff's property file in its custody has disappeared and cannot be found.
9. The Plaintiff further avers that the 5th Defendant fraudulently purported that the suit property herein belongs to the 3rd Defendant; allowing its unauthorized Officer to purport that the suit property herein belongs to 3rd Defendant herein and stating that the suit property belongs to the 3rd Defendant without following due process, in breach of the rules of natural justice and in abrogation of their constitutional mandates and the tenets of fair administrative action.
10. The Plaintiff has sought Judgment against the Defendants as follows:
 - a. The 1st, 2nd, 3rd Defendant be restrained from interfering with the Plaintiff's use and occupation of the premises.
 - b. The Honourable Court be pleased to make a declaration that all that Parcel of land known as LR 1/199 (Upper Hill Estate) within Nairobi County belongs to the Plaintiff.
 - c. A declaration that the purported ownership and subdivision of the property by the Defendants is null and void.
 - d. The land registrar Nairobi be ordered to cancel the purported subdivision of the property and to remove the Defendants names from the registrar and restore therein the Plaintiff's name.



- e. The Inspector General of Police be instructed to enforce the order restraining the Defendants from interfering with the Plaintiff's use of its property.
 - f. Judgement for the sum of Ksh. 9,500,000/=being value of the demolished buildings.
 - g. Costs of this suit.
 - h. Mesne profits at a rate of Kes 1,000,000/= per month from the 13th October 2013 until the property is restituted to the plaintiff.
 - i. General damages for the fraud and abuse of office.
 - j. Exemplary damages.
 - k. Interest on costs and damages as above.
11. The 3rd Defendant opposed the suit vide an Amended Statement of Defence and Counterclaim dated 16th March 2023. The 3rd Defendant denied that the Plaintiff is the registered owner of the suit property and asserted that it innocently purchased Land Reference Numbers 1/1330 and 1/1331 from the 2nd Defendant for value without notice of any irregularity of the alleged claim. It asserted that it does not claim ownership of L.R 1/199 but L.R. 1/1330 and L.R. 1/1331.
 12. The 3rd Defendant claims that none of the documents the Plaintiff is to produce in evidence is proof of the Plaintiff's purported ownership of the suit property; that it exercised all due diligence to establish the ownership of Land Reference Nos 1/1330 and 1/1331 prior to purchasing the same from the 2nd Defendant as required by law and that it is the registered proprietor of LR No. 1/1330 and 1/1331, having bought the parcels from the 2nd Defendant, who bought them from the 1st Defendant.
 13. The 3rd Defendant stated that having purchased the suit properties, it has since taken possession pursuant to the sale agreement with the 2nd Defendant, and has enjoyed quiet possession of LR Nos 1/1330 and 1/1331 since November 2013 and has regularly paid the land rates and other outgoings as legally required.
 14. In its Counterclaim, the 3rd Defendant averred that it is a foreign investor from China, whose investments are in the construction of apartments for sale; that it sought for a reputable firm of advocates who procured L.R. No. 1/1330 and 1/1331 on its behalf; that after due diligence, the advocates caused the transfer of the parcels from the 2nd Defendant and that it was a term of the sale agreement that the 2nd Defendant would grant vacant possession of the suit property and that the Plaintiff does not have any genuine claim over the said property.
 15. The 3rd Defendant stated that despite knowing that L.R. No. 1/199 does not exist, the Plaintiff masquerades as the owner of the property; that the Plaintiff is using a document that is not recognized by the National Land Commission and that the Plaintiff has previously attempted to trespass into its parcels and has been unlawfully harassing it using the police.
 16. In its counterclaim, the 3rd Defendant prays that judgment be entered against the Plaintiff and has sought for the following orders:
 - a. An order of permanent injunction to restrain the Plaintiff either by itself, servants and or agents from selling, charging, disposing of, alienating or trespassing onto land parcel L.R. Nos 1/1330 and 1/1331 or in any other manner whatsoever interfering with the 3rd Defendant's use and occupation of the said land dealing in the same to the detriment of the 3rd Defendant.



- b. A declaration that the Plaintiff's claim to title to L.R. No. 1/199 does not relate to the 3rd Defendant's parcel of land and the same is not genuine.
 - c. Special damages for delayed start of the 3rd Defendant's project.
 - d. General damages.
 - e. Any other relief this Honourable Court deems just and fit to grant in the circumstances.
 - f. Costs of this suit.
17. The Plaintiff, in its Reply to the Defence and Counterclaim, stated that the 3rd Defendant was party to the fraud and at the least complacent in its due diligence; that the suit property was subject to various disputes regarding ownership and possession, which are documented through reports made at Kilimani Police Station; that the tenants in possession of the suit property had been granted such possession by the Plaintiff and that the suit premises were subject to litigation before various civil and criminal courts, which revolved around possession of the premises.
 18. It was averred by the Plaintiff that a caveat emptor notice for the suit premises was placed in the local dailies on 27th September 2013, 18 days before the 2nd and 3rd Defendants executed the purported transfer for the suit premises dated 15th October 2013.
 19. The 4th Defendant, through its Statement of Defence dated 17th June 2019, denied the particulars of fraud articulated in the Amended Plaint. The 4th Defendant stated that the copy of the surrender, purporting to surrender L.R. 1/199 to the Government of the Republic of Kenya is a forgery and there is no evidence of this document being received and registered at the Land Titles Registry at Nairobi and that the surrender is dated 2nd July 2012, yet the two grants in respect of L.R. 1/1330 and 1/1331 are for a term of 99 years with effect from 1st May 1999.
 20. It was averred that the two titles purportedly registered as I.R. 14190 and I.R. 141911 are not supported by any records from the department of lands and that the two titles would not have been registered under the Registration of Titles Act as they are purported to have originated from a subdivision of LR 1/199, which was registered under GLA.
 21. Further, the 4th Defendant asserted that there is no evidence of consent to transfer granted by the Commissioner of Lands in respect of the two titles; that grant I.R 141911 and I.R 14190 purported to be in pursuance of a surrender registered in file 1106, which is for a different property L.R. 209/663; and that the purported surrender is a forgery as it is not assessed and stamped with duty, and passport photos are never attached to surrender documents.
 22. Lastly, it was averred, the purported transfer dated 22nd March 2002 between Alasow Hassan Mohamud and Salat Saman Olow details the suit land as L.R. 1/99 whose GLA file is 7714 which from the records held at the Lands Title Registry reflects registration in favour of Registered Trustees of the National Council of Churches of Kenya.
 23. The 4th Defendant also filed a Defence to the claim by the 3rd Defendant. They denied the claim for indemnity sought by the 3rd Defendant as being totally unfounded and misplaced based on the records of the 4th Defendant, which are detailed in its Statement of Defence dated 17th June 2019 summarized above.
 24. The 4th Defendant asserts that the 3rd Defendant was complicit in the fraud and cannot be considered a bona fide purchaser for value without notice; that the 4th Defendant has no records in respect of the 3rd Defendant's purported grants I.R. 14190 and I.R. 141911 and claim that they are a work of fraud;



and that the 3rd Defendant is not the registered owner of the claimed plots as the purported grants and records did not emanate from the Ministry of Lands and Physical Planning.

25. According to the 4th Defendant, the 3rd Defendant was complicit in the fraud because there is no evidence to show that the 3rd Defendant made any payment of the alleged purchase price of Kshs. 230 million; that the 3rd Defendant issued two separate Notices of Claim against Salat Saman Olow dated 15th May 2017 and filed on 2nd June 2017, and another one dated 14th June 2017 and filed on 15th June 2017 respectively and that the 3rd Defendant was convinced that the 2nd Defendant had no title to convey to them.
26. The 4th Defendant stated that as the suit land was previously registered as LR 1 under the Government Land Act (repealed), any due diligence would have revealed that the tenure of the land was freehold and was held under GLA and that property owners bearing LR 1 have occasionally obtained change of user which have necessitated the owner losing their freehold interest for 99 years leases at peppercorn rent, which has been a policy of the Ministry of Lands over the years.
27. According to the 4th Defendant, there is no evidence of a change of user in respect to L.R. 1/199; that there is only evidence of a purported subdivision; that if change of user had been sought, fresh Deed Plans would be issued and would be marked 'change of user'; that the subdivision of land registered under the GLA would in all circumstances result into issuance of indentures registered under the GLA and that before the registration of the indentures, a certificate of subdivision would be issued and the resulting sub- titles after subdivision would be freehold title and not leases.
28. The 5th Defendant opposed the suit vide its Statement of Defence filed on 18th June 2019. It asserts that no reasonable cause of action has been raised against it, and that the prayers sought cannot be enforced by or against it.

Hearing and Evidence

29. The Plaintiff adduced the evidence of PW1, Ajay Magon, who adopted his witness statement dated 17th March 2022 as his evidence in chief. Ajay Magon averred that the Plaintiff was incorporated on 10th March 1997 by Ramesh Magon and Geeta Magon as directors and shareholder, to manage properties acquired by their late father, Sat Pal Magon, for the benefit of his beneficiaries, who include Prem Kumari Magon, the late Ramesh Magon, Ajay Magon and Rashmi Magon.
30. PW1 testified that the Plaintiff purchased the suit property, Land Reference No. 1/199 registered under Volume No.35, Folio 81/14, File 11006 in Upper hill area of Nairobi measuring one acre and delineated on Land Survey Plan Number 42181.
31. PW1 stated that the suit property was purchased from the estate of the late Sat Pal Magon and Prem Kumari Sat Pal Magon, directors of the Plaintiff company. He asserted that the late Sat Pal Magon, also known as Sat Pal Isherdass Gulabrai Magon, acquired the property on 14th June 1980 from Edwin Alfred Bristow & William Digby Green, executors of the estate of the late Kathleen Lucy Robinson. This interest was registered in the Government Lands Registry in Volume N.35 Folio 80/6 file 11006.
32. PW1 informed the court that that the property was subject to various conveyances from registration in Volume N 35 Folio 80/1 in the name of John Silvanus Rathbone to the date when the land was registered to Sat Pal Magon; that after the purchase, the property was mortgaged to various institutions and re-conveyed to Sat Pal Magon upon successful repayment of the loans and that the Plaintiff company has been in occupation and use of the premises from 1997 and the same have been let out to different individuals and businesses over time.



33. According to PW1, in 2009, following a deadlock between directors of the company, an official receiver was appointed to manage the suit premises and that the Plaintiff company has at all times paid land rates and other statutory outgoings due on the property as legally required.
34. PW1 stated that in August 2013, they were informed by their tenants on the premises that a person named Salat Saman Olow, through the firm of Ahmednasir Abdikadir & Co. Advocates was claiming to be the proprietor of LR 1/199 with an indenture to the suit property indicating an alleged transfer from the estate of Kathleen Lucy Robinson to Alasow Hassan Mohamud registered in the Government Land Registry in Volume N. 35 Folio 80/6 File 11006 on 14th June 1980.
35. According to PW1, they had a further indenture between Alasow Hassan Mohamud and Salat Sama Olow registered in the Government Land Registry in Volume N. 35 Folio 80/7 File 11006 on 22nd March 2022 and an unregistered surrender dated 2nd June 2012 for a purported surrender of LR. No. 1/199 for purposes of subdivision, registered in the Government Land Registry as Vol. N. 35 Folio 80 File 11006.
36. The witness stated the Plaintiff company then began receiving protests from the suit property's tenants, which escalated to threats and harassment of the Plaintiff and its tenants; that the Plaintiff filed complaints on the fraudulent dealings on the suit land to the Administrative Police Commander, Harambee House, the Director of Criminal Investigations and the Ministry of Lands, and that they also registered a caveat emptor against the property after the discovery of the forged documents
37. PW1 asserted that they began receiving complaints from their tenants, particularly China Wu Yi, who claimed that the Plaintiff was not the legal owner of the property as they had entered into a contract with the legitimate owner of the property, the 2nd Defendant; that the Plaintiff later learnt that China Wu Yi had paid six month's rent to the 2nd Defendant for the land registered as No. 1/1331 and that there was a subsequent tenancy agreement between China Wu Yi and the 3rd Defendant for a term of two months from 1st January 2014 to 28th February 2014.
38. According to PW1, through a suspicious court order dated 6th November 2013, the 2nd Defendant evicted one of the Plaintiff's tenants from the suit property and that the 3rd Defendant thereafter, through an agreement with Radar Limited, moved into the suit property to secure it from any trespassers.
39. Additionally, it was claimed, before the 2nd Defendant transferred the suit property to the 3rd Defendant, he had surrendered the title of the purported LR No. 1/199 which was subdivided into Land Reference Nos 1/1330 and 1/1331, which were both registered under the 2nd Defendant's name and titles issued.
40. It was the testimony of PW1 that despite the notice by the Plaintiff's company over the suit property, the 2nd and 3rd Defendants demolished the two buildings on the suit property, visiting immeasurable loss to the Plaintiff's income and assets portfolio; that at that time, the estimated value of the property after valuation was Kshs. 320 million and that the Plaintiff has since been unlawfully barred by the Defendants from accessing, using and occupying the front yard of the suit premises.
41. In cross-examination, PW1 stated that he did not produce the title documents as his sister-in-law Geeta Magon, had the documents. PW1 stated that although the Petition of the winding up cause refers to LR No. 1/1999, and the order of the court also refers to LR No. 1/1999, the inclusion of an extra '9' is a misprint; that LR No. 1/1999 is the same as LR No. 1/199, which they are claiming, and that the probate orders with respect to his late father's estate refers to L.R. No. 1/199.



42. PW1 stated that he had been given authority to plead this suit for the Plaintiff; that the company was still under receivership; that he has never seen the Plaintiff's title documents and that at page 24 of his bundle is an Indenture which shows there was consideration of Kshs. 6 million although he did not know if the money was ever paid by the Plaintiff.
43. DW1, Wang Cheng, a Director of the 3rd Defendant, adopted her witness statement as her evidence in chief. She averred that they bought L.R. Nos 1/1330 and 1/1331 from Salat, and paid Kshs. 230 million through the bank, to a joint account held by his advocate, Morara Nyagito and Salat's advocates, Mosota Advocates.
44. According to DW1, they confirmed Salat's ownership of the land by conducting two searches, on 13/7/2013 and 15/7/2013, which confirmed that the title was registered in the 2nd Defendant's name; that the 2nd and 3rd Defendants thereafter executed a sale agreement dated 29th July 2013; that the 3rd Defendant has since taken possession of the suit properties and that although they wanted to develop the land, they have not been able to do so due to this dispute.
45. In cross-examination, DW1 denied knowing that China Wu Yi were tenants on the land. When the 3rd Defendant bought the land, she stated, a friend from China Wu Yi asked to be allowed to put equipment on the land. She asserted that this was an empty piece of land, which she visited, and that there was no building on the land.
46. DW1 produced a bundle of documents as 3DEXB1, which included the certificate of incorporation; CR12 documents from the Companies Registry; official searches for LR No.s 1/1330 and 1/1331; sale agreement dated 29th July 2013; transfer between the 2nd and 3rd Defendants; a copy of RTGS transfers for Kshs. 207 million and Kshs. 23 million towards purchase of the suit property; official receipts for payment of Kshs. 23 million dated 6th August 2013 and Kshs. 207 million dated 11th November 2013 and copies of the titles, among others.
47. DW2, Corporal John Mumasi of number 73716, relied on his statement. He also produced the inquiry file at pages 132 -138 as DEXB3.
48. He asserted that the matter was assigned to him for investigation by DCIO on 25th October 2013 after a complaint by Ashish Magon, who complained that someone had come to defraud him of the suit property and that while Ashish indicated that he was in possession of the suit property before 2013, when he took over the investigation, it was Wang Wang that was in possession.
49. It was the evidence of DW2 that although he requested for more documents including the transfer documents, Ashish Magon only gave him a copy of the Indenture and that he was consequently unable to establish the history of the land.
50. DW2 asserted that he went to Chief Land Registrar's office to get records touching on the documents presented by Ashish Magon and Wang Wang; that the documents he received at the Ministry indicated that the documents from Magon were not from the Ministry of Lands and that the documents by Wang Wang were confirmed by the Director of Surveys and the registrar of lands as genuine.
51. According to DW2, records shows LR 1/199 was previously owned by Salat Saman Olow and that he spoke to Muktar Olow, Salat Saman Olow's brother, who gave him copies of documents, as the originals were surrendered to the Chief Land Registrar.
52. In cross-examination, DW2 asserted that Wang Wang is the owner of L.R. No. 1/1330 and 1/1331; that the Plaintiff did not show him any title document; that he confirmed that Wang Wang had paid for the land and was in occupation of the land; that he never saw a search by the Plaintiff; that there



were no documents at lands in the name of Trikuti Investments; and that the documents from Ashish Magon were not from the Chief Land Registrar's office.

53. DW3 was Wilfred Muchae, an Assistant Director of Surveys from the Directorate of Survey, at the Ministry of Lands, a licensed land surveyor who has been with the Directorate for 29 years. He relied on his witness statement dated 27th June 2022 and produced a bundle of documents as DEXB4.
54. In his statement, Wilfred Muchae averred that the records at the Survey Records Office at Nairobi indicate that LR No. 1/199 is a resultant subdivision parcel measuring 1.000 acres, contained in Cadastral Plan No. F/R No. 55/69- Survey Computations No. 6643, which was approved and authenticated by the Director of Surveys on 1st December 1948 and Deed Plan No. 42181 was issued in support of the registration of the property's title.
55. He asserted that LR No. 1/199 was later subdivided into two parcels, indicated in Cadastral Plan No. F/R No. 516/58 – Survey Comps No. 60495 giving rise to parcel of land LR No. 1/1330 and LR No. 1/ 1331 measuring 0.1782 hectares and 0.2285 hectares respectively.
56. These survey records, according to DW3, of the subdivision, were approved and authenticated by the Director of Surveys on 17th June 2011 and that thereafter, Deed Plan Numbers 326875 and 326876 both dated 28th June 2011, were issued by the Director of Surveys in support of the registration of title Nos LR No. 1/1330 and LR No. 1/1331.
57. In Cross-examination, he stated that before subdivision, the process of surrender should be undertaken; that the surrender of the mother title is necessary for the issuance of the sub-titles and that the surrender shows it was surrendered on 2nd July 2012 while the Deed Plan is dated 28th June 2011. DW2 stated that a deed plan can however be issued before a surrender, and that there was no anomaly in that respect.
58. DW4 was Charles Kipkurui Ng'etich, who is a Deputy Chief Land Registrar. He relied on his statement dated 22nd June 2022 as his evidence in chief. In his statement, he stated that from their records, Grant No. IR 141911 for LR 1330 for a term of 99 years with effect from 1st May 1999 was issued in favour of Salat Saman Olow, which was executed by the Commissioner of Lands on 28th June 2023 and registered as IR 141911/1.
59. DW2 stated that Grant IR 14190 for LR 1/1331 for a term of 99 years was issued in favor of Salat Saman Olow and executed by the Commissioner of Lands on 16th August 2012. He averred that he registered both Grants and the same are genuine.
60. DW4 asserted that the transfers to Wang Wang Centre Limited was lodged under Presentation No. 3050 and 3051, which was registered on 23rd October 2013. He stated that he is the registrar who effected the registration of the transfers to Wang Wang Centre Limited and the same are genuine.
61. In cross-examination, he deponed that after subdivision, one must surrender the original title to the Commissioner of Lands, by preparing the surrender instrument. The Chief Land Registrar would then register an interest which has been created and nothing else. He asserted that the land was a leasehold under the Government *Land Act*, and that after subdivision, the land was registered under RTA and not GLA.
62. He asserted that the other departments, the office of the Director of Land Administration, office of Chief Valuer, office of the Physical Planning and office of Land Administration made a decision to change the registration regime, and that it was the Director of Land Administration who changed the regime.



Submissions

63. Counsel for the Plaintiff submitted that the Plaintiff has proven that it is the registered owner of the property known as LR No. 1/199, and that the principle that a certificate of title is to be taken by all courts as prima facie evidence that the person named as proprietor is the absolute and indefeasible owner, does not apply in this case, because there is fraud and misrepresentation.
64. Counsel submitted that the Plaintiff produced documents for LR No. 1/199, including a copy of the Indenture for Trikuti Investments Limited dated 12th August 1997; and copies of letters of grant of probate issued in Nairobi High Court Succession Cause No. 538 of 1994 in the estate of Satpal Isherdass Gulabrai Magon issued on 25th August 1994 in favor of Prem Kumari Magon.
65. It was submitted that the Plaintiff also adduced in evidence a copy of the application for registration of the reconveyance from investments and mortgage bank registered on 12th August 1993; a copy of the mortgage agreement between Satpal Magon and the Investments and Mortgage Bank dated 12th August 1993; a copy of the reconveyance issued by the Kenya Commercial Bank registered on 19th January 1988 in favor of Satpal Magon upon completion of the mortgage loan; a copy of the conveyance between the executors of the estate of Kathleen Lucy Robinson and Sat Pal Magon dated 14th June 1980 and a copy of the conveyance between Norah Mary Statton and Kathleen Robinson dated 9th January 1958.
66. It was Counsel's submission that when there are two competing titles, the first in time will prevail.
67. Counsel submitted that the Defendant's acquisition of title is filled with irregularities including how the title LR No. 1/199 registered under Government Lands Act was converted to Registration of Titles Act titles, LR No. 1/1330 and 1/1331 and that the surrender indicates that it is for LR No. 1/99 rather than 1/199, is not stamped for duty, and includes photographs which are not necessary.
68. It was further submitted that the surrender was not booked for registration; that there was lack of documentation for a change of user for the suit property, necessary to convert the title from GLA to RTA and that the Defendants have not provided a certificate of subdivision which is required from the consenting authority.
69. Counsel for the 3rd Defendant submitted that the Plaintiff lacks the capacity to institute this case. They assert that under Section 432(2) of the *Insolvency Act* 2015, when a liquidation order has been made or a provisional liquidator has been appointed, legal proceedings against the company may only be with the court's approval.
70. It was submitted that PW1 testified that a liquidation order emanated from Winding Up Case No. 14 of 2009; that it was the Official Receiver who was supposed to seek leave from the court to institute the suit on the Plaintiff's behalf and that while PW1 testified that the issue of liquidation was resolved, there is nothing on the record to show how it was resolved. Counsel relied on the case of *Omondi & Another vs National Bank of Kenya Ltd & 2 Others* (2001) eKLR.
71. Counsel for the 3rd Defendant submitted that the existence of LR. 1/199 was extinguished upon its subdivision, giving rise to LR 1/1330 and 1/1331, which the 3rd Defendant purchased from the 2nd Defendant, as an innocent purchaser for value without notice of any irregularity. He asserts that the 3rd Defendant immediately took up vacant possession and exclusively occupied the same.
72. Counsel submitted that the 2nd and 3rd Defendants' titles were confirmed to be genuine following investigations by the Criminal Investigations Department and that the Plaintiff has not placed any Title document in respect to LR 1/199 before this court showing that it is the registered owner thereof.



73. It was submitted that there are several different names associated with the same persons without registering deed polls on the different names. These are Prem Kumari Magon who is also referred to as Prem Kumari Sat Pal Magon; Ramesh Chander Magon also known as Ramesh Magon and Satpal Isherdass Gulabrai Magon also known as Sat Pal Magon.
74. Counsel for the 5th Defendant submitted that this suit is an ownership dispute over the suit land between the Plaintiff and the 1st to 3rd Defendants. It was submitted that whether the records were flawed or not was not investigated as the Commission was not conducting review of grants and dispositions proceedings regarding the suit land.
75. Counsel submitted that the 5th Defendant did not conduct any administrative proceedings regarding the suit land and no contrary evidence was adduced during the hearing of the case. They relied on the case of *Republic vs City Council of Nairobi & Ethics & Anti-Corruption Commission ex-parte Shital Bhandari J.R. Case No. 151 of 2012.*

Analysis and Determination

76. In this matter, the following issues arise for this court's determination:
 - a. Whether the Plaintiff had capacity to institute this suit.
 - b. Whether the Plaintiff has established its title to the suit property.
 - c. Whether the Plaintiff has proved fraud by the Defendants.
 - d. Whether the Defendants have established their title to the suit property.
 - e. The orders to issue.
77. The Plaintiff and the 3rd Defendant have both claimed to be the legal proprietors of the suit property. Through its Plaint, the Plaintiff asserts that it acquired title to the suit property in 1997 from Prem Kumari Sat Pal Magon, the executrix of the estate of the late Sat Pal Magon.
78. The Plaintiff claims that the late Sat Pal Magon acquired the property from the executors of the estate of the late Kathleen Robinson in 1980, namely Edwin Alfred Bristow & William Digby Green, and that Kathleen Robinson acquired the property from Norah Mary Stratton in 1958, and that Ms. Stratton had purchased the same from John Silvanus Robinson in 1953.
79. It is the Plaintiff's case that they have been in possession of the suit property since 1997, wherein they rented the main house and guest house situated on the suit property and that the 1st and 2nd Defendants have falsified title documents to the suit property and conveyed the title to the 3rd Defendant. According to the Plaintiff, in October 2013, the 2nd and 3rd Defendants jointly demolished the main house on the premises occasioning it immeasurable loss.
80. The Plaintiff consequently seeks a permanent injunction barring the 1st, 2nd and 3rd Defendants from the suit property, a declaration that the suit property belongs to the Plaintiff, cancellation of the purported subdivision of the suit property, special damages for demolition of the house, mesne profits, general damages and exemplary damages.
81. The 3rd Defendant has through its Statement of Defence and Counterclaim asserted that it lawfully purchased the suit property from the 2nd Defendant upon undertaking due diligence and has enjoyed quiet possession of the suit property since 2013. It is the 3rd Defendant's case that the Plaintiff's claim is not based on any title document.



82. In the course of the hearing and in their submissions, the 3rd Defendant has argued that by dint of the appointment of a provisional liquidator to manage the Plaintiff, these proceedings ought to have been instituted by the said liquidator rather than by the Plaintiff itself and that the court's approval ought to have been sought prior to the institution of this suit.

83. Counsel relied on Section 432 (2) of the *Insolvency Act* 2015, which provides that:

“When a liquidation order has been made or a provisional liquidator has been appointed, legal proceedings against the company may be begun or continued only with the approval of the Court and subject to such conditions as the Court considers appropriate.”

84. This suit was however commenced prior to the enactment of the *Insolvency Act* 2015, and the same is therefore not applicable to the suit. All the same, a similar provision was contained in Section 241(1) (a) of the *Companies Act* (now repealed) as follows:

“(1) The liquidator in a winding up by the court shall have power, with the sanction either of the court or of the committee of inspection—
a. to bring or defend any action or other legal proceeding in the name and on behalf of the company”

85. The Plaintiff's witness, PW1, testified that through Winding Up Case No. 14 of 2009, the Plaintiff company had commenced proceedings to wind up, and that through the orders of the court dated 12th June 2009, a provisional liquidator was appointed, with the mandate of collecting rent from the suit property and accounting for the same.

86. The 3rd Defendant has relied on the case of *Omondi & another vs National Bank of Kenya Ltd & 2 Others* (2001) eKLR, where the court held that the effect of appointment of a receiver is that it makes the directors unable to act in the name of the company.

87. In the case of *Macharia & Another vs Kenya Commercial Bank Limited & 2 Others* [2012] KESC 8 (KLR), the Supreme Court held that the receiver's power to commence or defend proceedings in the name of a company under receivership is not exclusive, and does not divest the directors of the company of their power to pursue a right of action if it was in the company's interest and did not in any way impinge prejudicially upon the position of the debenture-holders. It stated as follows:

“The question as to whether the receiver's power to commence or defend proceedings in the name of a company under receivership is exclusive has received judicial attention in foreign jurisdictions. While it remains the position that a receiver and manager supplant the board of directors in the control, management and disposition of the assets over which the security rests, it is also acknowledged that the receiver and manager does not usurp all the functions of the company's board of directors. The extent to which the powers of the directors are supplanted will vary with the scope of the receivership and management vested in the appointee. Directors have continuing powers and duties. Their statutory duties include: the preparation of annual accounts; the auditing of those accounts; calling the statutory meetings of shareholders; maintaining the share register and lodging returns. (see *Hawkesbury Development Co Ltd v Landmark Finance Pty Ltd* (1969) 2 NSW 782.

In the case of *Newhart Developments Ltd v Co-operative Commercial Bank Ltd*, (1978) 2 All ER 896, (CA), it was held that the power given to the receiver to bring proceedings was an enabling provision so that he could realize the company's assets and carry on business for the



benefit of the debenture-holders. The provision did not divest the directors of the company of their power to pursue a right of action if it was in the company's interest and did not in any way impinge prejudicially upon the position of the debenture-holders by threatening or imperiling the assets which were the subject of the charge. The Court further opined that if in the exercise of his discretion, the receiver chooses to ignore some asset such as a right of action, or decides that it would be unprofitable from the point of view of the debenture-holders to pursue it, there is nothing in the case law suggesting that it is not then open to the directors of the company to pursue that right of action if they think that it would be in the interests of the company.”

88. The above decision of the Supreme Court is distinguishable from the present circumstances. The Supreme Court's decision was dealing with the question of granting or denial of leave to directors to commence legal proceedings despite the appointment of a liquidator, which is different from the current scenario.
89. The point of raised herein is that the Plaintiff's director (s) commenced this suit before seeking for leave to do so. Unlike in the Macharia case (supra), this court is not being asked whether leave to commence proceedings should be granted or not. The court is dealing with the substantive claim by the company. That case is therefore not applicable.
90. The reason why leave should be obtained before commencing legal proceedings where a liquidator has been appointed by the court is apparent from what entails liquidation vis a vis receivership. The roles of a receiver and a liquidator in Kenyan company law differ significantly.
91. Receivers and liquidators serve distinct roles in the context of a company's financial distress. Their differences are rooted in their purpose, appointment, powers, and the processes they oversee.
92. A receiver is appointed to manage or take control of specific company assets, usually to recover a secured creditor's debt. Typically, appointed by a secured creditor under the terms of a debenture or similar security agreement. A receiver can also be appointed by the court.
93. The receiver's primary duty is to realize the value of secured assets for the benefit of the appointing creditor. He operates within the framework of the security agreement and has limited powers. The company may continue operating in areas not covered by the receiver's mandate. The directors retain control over the company, except for the assets under receivership.
94. A receiver must report to the appointing creditor and sometimes to the court, depending on the circumstances of the appointment. Receivership ends when the secured creditor's debt is satisfied, or the appointed period for the receivership concludes.
95. On the other hand, a liquidator is appointed to wind up a company, distribute its assets, and dissolve the company entirely. He may be appointed by the court in a compulsory or voluntary liquidation, which may be triggered by creditors, the company, or the government.
96. Unlike a receiver, a liquidator takes over the company's affairs entirely, including its assets, operations, and management. The goal of a liquidator is to collect and sell assets, pay off debts in a statutory order of priority, and distribute any remaining funds to shareholders. The company ceases operations (except as required for winding up) and is eventually dissolved.
97. The liquidator must report to the court, creditors, and members (in a voluntary liquidation), with the end result being that the company is formally dissolved and ceases to exist as a legal entity.



98. Under Kenyan law, leave of the court is required before initiating or continuing legal proceedings against a company that is under liquidation. This is to ensure that the liquidation process is orderly and not disrupted by numerous lawsuits. The current relevant provision is Section 432(2) of the *Insolvency Act*, 2015, which states as follows:
- “When a company is in liquidation, no legal proceedings may be commenced or continued against the company except with the leave of the court and subject to such terms as the court may impose.”
99. Section 228, of the repealed *Companies Act*, Cap 486, which was similar to the current section 432(2) of the *Insolvency Act*, 2015, outlined key principles related to the requirement for court leave to commence or continue legal proceedings against a company in liquidation.
100. These principles were developed to ensure the orderly administration of the company's affairs during the winding-up process. Section 228 provided that once a winding-up order was made, or a provisional liquidator was appointed, no action or legal proceedings could be commenced or continued against the company without the court's permission. This included both voluntary and compulsory liquidation processes.
101. If proceedings were already ongoing at the time of the winding-up order, they are automatically stayed. Continuation of such proceedings require leave by the court. Any legal proceedings commenced or continued without obtaining the required leave of the court are considered invalid. This principle reinforces the need for adherence to the liquidation process and the court's supervisory role.
102. Section 228 of the repealed *Companies Act* was integral in managing legal actions against companies in liquidation. It provided a mechanism to safeguard the liquidation process, protect creditors' interests, and prevent the dissipation of assets through fragmented litigation. The principles continue to influence Kenyan law under the *Insolvency Act*, 2015, which replaced the repealed *Companies Act*.
103. PW1, testified that through Winding Up Case No. 14 of 2009, the Plaintiff company commenced proceedings to wind up, and that through the orders of the court dated 12th June 2009, a provisional liquidator was appointed. The Plaintiff admitted that no leave was obtained before these proceedings were commenced.
104. Indeed, PW1 did not inform this court if the Plaintiff's company was eventually wound up, or is still under liquidation. However, to the extent that the Plaintiff has admitted that there was a court appointed provisional liquidator as at the time the suit was filed, and that the suit was filed without the leave of the court, the same is invalid, and is for striking out.
105. This court is in agreement with the Defendants' arguments. The Plaintiff must have sought the leave of the court before commencing these proceedings in view of the winding up proceedings, and the order of the court appointing a liquidator.
106. Both the Plaintiff and the 3rd Defendant have asserted that they have ownership rights over the suit property. It is a trite legal principle that he who alleges must prove. This is provided for under Section 107 of the *Evidence Act* as follows:
- “(1) Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.



(2) When a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person.”

107. It is now well settled that where the ownership of land is in issue and has been challenged, parties must go beyond presenting the instrument of title and prove the root of title, which is that the said acquisition was legal. This was held by the Court of Appeal in *Munyu Maina vs Hiram Gathiha Maina* [2013] KECA 94 (KLR) as follows:

“We state that when a registered proprietor’s root of title is under challenge, it is not sufficient to dangle the instrument of title as proof of ownership. It is this instrument of title that is in challenge and the registered proprietor must go beyond the instrument and prove the legality of how he acquired the title and show that the acquisition was legal, formal and free from any encumbrances including any and all interests which need not be noted on the register.”

108. This position was upheld by the Supreme Court in the case of *Dina Management Limited vs County Government of Mombasa & 5 others* [2023] KESC 30 (KLR).

109. As stated by this court in *Landlords Limited & Another vs Waymax Company Limited & 2 Others* [2023] KEELC 15870 (KLR):

“A party claiming land has a duty to ascertain and prove the root of their title. The process of acquiring a title is as important as the title itself and a title acquired through an irregular and fraudulent process is not a valid title in law.”

110. The Plaintiff asserts that the suit property, LR 1/199, was first issued to John Silvanus Rathbone and in 1953, he conveyed the suit property to Norah Mary Stratton and Kathleen Lucy Robinson; that in 1958, Norah Mary Stratton conveyed her share of the property to Kathleen Lucy Robinson; that in 1980, executors of the Estate of Kathleen Robinson, Edwin Alfred Bristow and William Digby Green conveyed the suit property to Sat Pal Magon for consideration of One million shillings, and in 1997, Prem Kumari Magon, executrix of the estate of Sat Pal Magon, conveyed the suit property to the Plaintiff, Trikuti Investment Limited, at a consideration of Kshs. 6 million.

111. The Plaintiff contends that in the course of its ownership, the late Sat Pal Magon used the suit property as security to obtain facilities from the Investment and Mortgages Limited. Further, that since 1997, the Plaintiff has been in possession of the suit property.

112. In support of its claim, the Plaintiff has adduced the copy of the conveyance of the suit property from Norah Mary Stratton to Kathleen Lucy Robinson dated 9th January 1958 and an Indenture dated 14th June 1980 through which Edwin Alfred Bristow and William Digby Green, executors of the estate of Kathleen Robinson conveyed the suit property to Sat Pal Magon.

113. The Plaintiff further adduced a copy of the mortgage agreement between Sat Pal Magon and Investments & Mortgages Limited dated 1988; a copy of a reconveyance from Investments & Mortgage to Sat Pal Magon in August 1993 purportedly upon full repayment of the principal amount and all interest secured by the mortgage, amongst other documents.

114. This court has also been referred to copies of lease between Ramesh Magon and Isabel Hawley, Fred Okiki Amayo; Jung Kook Ahn, Red Apple and China Wu Yi (K) Ltd; a copy of the transfer of the suit property between Alasow Hassan Mohamud and Salat Saman Olow dated 22nd March 2002; a copy of a Surrender by Salat Saman Olow with respect to the title to L.R. No.1/199 dated 2nd July 2012; a



- copy of an Indenture dated 14th June 1980 between Edwin Alfred Bristow and William Digby Green and Alasow Hassan Mohamud.
115. Further, the parties exhibited certificates of title of LR No. 1/1330 and 1/1331 in favour of Salat Saman Olow; transfers between Salat Saman Olow and Wang Wang Center in respect of LR 1/1330 and LR 1/1331 both dated 15th October 2013; tenancy agreement between Wang Wang Center and Chin Wu Yi (K) Ltd dated 28th February 2014 with respect to LR No. 1/1331 and a valuation report of LR No.1/199 dated 14th March 2022.
116. While the 3rd Defendant has argued that LR 1/199 and LR No.s 1/1330 and 1/1331 refer to different properties, it is clear that LR No. 1/199 was subdivided into LR No. 1/1330 and LR No. 1331. This was established by the testimony of DW3, Wilfred Muchae, an Assistant Director of Surveys from the Directorate of Survey, at the Ministry of Lands.
117. His testimony, which was a department from the defence that was filed by the 4th Defendant, is further buttressed by consideration of the Surrender in which Salat Saman Surrendered title to LR No. 1/199. The Surrender is with respect to the land registered in Vol. N.35 Folio 80/7. The resultant titles LR No. 1/1330 and LR No. 1/1331, indicate are pursuant to the said surrender. According to the Plaintiff, the two titles, being a sub division of LR 1/99 were fraudulently procured.
118. It is trite law that fraud must be specifically pleaded and proved. In *Vijay Morjaria vs Nansingh Madhusingh Darbar & Another* [2000] eKLR Tunoi JA (as he then was) held as follows:
- “It is well established that fraud must be specifically pleaded and that particulars of the fraud alleged must be stated on the face of the pleading. The acts alleged to be fraudulent must of course be set out, and then it should be stated that these acts were done fraudulently. It is also settled law that fraudulent conduct must be distinctly alleged and as distinctly proved, and it is not allowable to leave fraud to be inferred from the facts.”
119. Further, in *Central Bank of Kenya Limited vs Trust bank Limited & 4 others* [1996] eKLR, the Court of Appeal expressed itself as follows:
- “The appellant has made vague and very general allegations of fraud against the respondent. Fraud and conspiracy to defraud are very serious allegations. The onus of prima facie proof was much heavier on the appellant in this case than in an ordinary civil case.”
120. In this suit, the Plaintiff has pleaded that the 1st and 2nd Defendants acted fraudulently in procuring and uttering a false Indenture; procuring the production of a false Surrender for L.R 1/199; fraudulently representing themselves as the owners of the premises and fraudulently effecting the subdivision of the premises, in order to procure new Deed Plans for the subject property.
121. Although the Plaintiff states that is the title holder of land known as LR No. 1/499, its only witness, PW1, neither produced the original conveyance, nor a copy certified by the Chief Land Registrar showing that the conveyance was actually registered, and exists at the lands registry.
122. Indeed, none of the documents produced by PW1, including the copies of the conveyance in the Plaintiff's name, the mortgage and the reconveyance, were certified as true copies by the Chief Land Registrar. Even if the only the documents in the Plaintiff's possession are copies, one would expect the said copies to show that they were registered. I say so because by its very nature, a conveyance under the repealed GLA is usually prepared by parties, and not the lands office.



123. For a conveyance to pass as a title, it must be registered in the relevant folio, and the person registering it must sign, date and indicate the folio number. None of the documents exhibited by the Plaintiff included an official search, even one obtained in the early parts of the transactions.
124. Indeed, the Investigating Officer stated that he was unable to trace the existence of the documents in possession of the Plaintiff. Further, the Plaintiff did not call any witness to produce the file supporting the assertion that a valid conveyance, mortgage and re-conveyance was ever registered in favour of Sat Pal Magon, the person who sold the land to the Plaintiff in 1997. For example, the Plaintiff should have called an employee of the bank that purportedly charged the land in 1988.
125. This evidence was critical to the Plaintiff's case considering that the conveyance presented by the Plaintiff dated 14th June 1980 between Edwin Alfred Bristow and William Digby Green, executors of the estate of the late Kathleen Lucy Robinson and Sat Pal Magon, as well as the conveyance presented by the 2nd Defendant's brother to the 4th Defendant, dated 14th June 1980, similarly between Edwin Alfred Bristow and William Digby Green, executors of the estate of the late Kathleen Lucy Robinson and Alasow Hassan, the 1st Defendant, are similar, save for the names of the transferees.
126. These documents are identical, save that in the Plaintiff's copy, the suit property is conveyed to Sat Pal Magon. Both indentures are dated 14th June 1980, and purport to convey an interest from the executors of the estate of Kathleen Lucy Robinson, for consideration of Kshs One million.
127. While the evidence of the 4th Defendant, as the holder of land records in Kenya, would have clarified which Indenture was indeed valid, it neglected to present any evidence on the GLA file register for LR 1/199. The 4th Defendant's witnesses instead only presented the Indenture in favor of the 1st Defendant, the surrender by the 2nd Defendant and documents supporting the acquisition of the suit property by the 3rd Defendant.
128. The 4th Defendant, in essence, disassociated itself from the copies of the documents held by the Plaintiff, which in event were never certified by the 4th Defendant.
129. On the hand, the 4th Defendant presented evidence to show that LR 1/199 was validly sub divided, and two title documents were issued to the 2nd Defendant, who sold them to the 3rd Defendant. The testimony and evidence by the 4th Defendant's witnesses, DW3, DW4 and DW5 that the Plaintiff's title is fraudulent while those held by the 3rd Defendant are genuine was not controverted by way of documents or otherwise.
130. In his testimony for the 4th Defendant, DW2 Corporal John Mumasi, deponed that he was the officer in charge of the investigations. He stated that he was unable to trace the history of the Plaintiff's title, as he was only given a copy of the Indenture. He asserted that from the documents availed to him, it was clear that the 3rd Defendant had purchased the land from 2nd Defendant.
131. He testified that the documents he received at the Ministry indicated that the documents from Magon (the Plaintiff) were not from the Ministry of Lands, whereas the documents by Wang Wang (the 3rd Defendant) were confirmed by the Director of Surveys and Registrar as genuine. That being so, it was incumbent upon the Plaintiff to rebut this evidence by presenting documents that were duly registered and certified by the Ministry of Lands.
132. DW3, the Assistant Director of Surveys at the Directorate of Survey traced the history of the suit property to 1948. He asserted that the records at the Survey Records office at Nairobi indicate that LR No. 1/199 is a resultant subdivision parcel measuring 1.000 acres, contained in Cadastral Plan No. F/R No. 55/69- Survey Computations No. 6643, which were approved and authenticated by the Director



of Surveys on 1st December 1948 and Deed Plan No. 42181 was issued in support of the registration of the property's title.

133. He asserted that LR No. 1/199 was later subdivided into two parcels, indicated as Cadastral Plan No. F/R No. 516/58 – Survey Comps No. 60495 giving rise to Parcel of Land LR No. 1/1330 and LR No. 1/ 1331 measuring 0.1782 hectares and 0.2285 hectares respectively.
134. DW4 a Deputy Chief Land Registrar, testified that he personally registered the grant and titles to Salat Saman Olow and that the same were genuine. He further swore that he is the registrar who effected the registration of the transfers to Wang Wang Centre Limited and the same are genuine. The registers for both LR 1/1330 and 1/1331 were later procedurally reconstructed following gazettelement and approval by the Deputy Chief Land Registrar.
135. In the totality of this evidence, this court is satisfied that the Plaintiff did not prove its case to the required standards. On the other hand, the 3rd Defendant has presented evidence of the searches, the executed sale agreement and proof of the payment of the purchase price of Kshs. 207 million and Kshs. 23 million towards purchase of the suit property.
136. In addition to the sale agreement, the 3rd Defendant adduced copies of the transfers of the two titles in its favor, both dated 15th October 2013. The 3rd Defendant further adduced a copy of the transfer between the 1st and 2nd Defendants dated 22nd March 2002, wherein the suit property was sold to the latter for consideration of Kshs. 10 million. They also presented copies of the titles of the suit property.
137. To this extent, this court is satisfied that the 3rd Defendant is an innocent purchaser for value. Considering that no evidence was presented to impugn the conveyances of the the 1st and 2nd Defendants, it is my finding that the Plaintiff's suit, other than having been instituted without the leave of the court, is unmeritorious.
138. For those reasons, the court grants the following reliefs:
 - a. The Plaintiff's suit is dismissed with costs.
 - b. The 3rd Defendant's Counter-claim is allowed as follows:
 - i. An order of permanent injunction be and is hereby issued restraining the Plaintiff either by itself, servants and or agents from selling, charging, disposing of, alienating or trespassing onto land parcel L.R. Nos 1/1330 and 1/1331 or in any other manner whatsoever interfering with the 3rd Defendant's use and occupation of the said land or dealing in the same to the detriment of the 3rd Defendant.
 - ii. Costs of the Counter-claim to be paid by the Plaintiff.

DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 30TH DAY OF JANUARY, 2025.

O. A. Angote

Judge

In the presence of;

Mr. Allan Kamau for 4th Defendant

Mr. Ngaira for Plaintiff

Mr. Orege for 3rd Defendant



Court Assistant: Tracy

