



REPUBLIC OF KENYA



**Mbuvi v Faustina Holdings Limited & another (Environment & Land
Case 398 of 2017) [2024] KEELC 3742 (KLR) (18 April 2024) (Judgment)**

Neutral citation: [2024] KEELC 3742 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 398 OF 2017**

**LN MBUGUA, J
APRIL 18, 2024**

BETWEEN

FLORENCE MUENI MBUVI PLAINTIFF

AND

FAUSTINA HOLDINGS LIMITED 1ST DEFENDANT

EDWIN NGOMO OTIATO 2ND DEFENDANT

JUDGMENT

1. The Plaintiff commenced this suit vide a plaint dated June 14, 2017 and amended on 19.6.2017. She contends that she is the registered owner of the parcel of land known as Nairobi Block 97/325 situated within Tassia 1 Estate in Nairobi while the 1st Defendant is the owner of the adjacent plot known as Nairobi Block 97/324.
2. The plaintiff avers that she had developed her suit parcel with 27 temporary residential single rooms at a cost of ksh. 60,000/= each which she was renting at ksh. 2,300/= per month.
3. It is her case that on or about September 3, 2016, the 1st Defendant trespassed onto her parcel by excavating soil from its adjacent plot without putting any safety measures causing damage to her rental units and the landscape of her plot, as a consequence of which her tenants vacated causing her to lose income of ksh. 2,300/= per month for the said 27 rental units.
4. She avers that she reported the malicious damage to Embakasi Police Station and to the National Construction Authority and by way of mutual understanding, the parties agreed to amicably settle the matter out of court, but the Defendants breached the said understanding.
5. She seeks the following orders;
 - a. General damages for trespass.



- b. Compensation for the damaged property as pleaded in paragraph 17.
 - c. Loss of income for the 27 units at the rate of ksh.2, 300/= per month with effect from January 2017 till restitution.
 - d. Interest on (a), (b), and (c).
 - e. Cost of the suit.
 - f. Any other or further relief this honourable court deems fit to grant.
6. The defendants opposed the suit vide their joint statement of defence dated July 20, 2017. They contend that the excavation works that were conducted by the 1st Defendant were undertaken in its property and during the exercise, measures were put in place to safeguard the property of the neighbors.
 7. They contend that if any offer was made to settle the matter out of court, such offer was made under undue influence/duress.

Case for the Plaintiff

8. The Plaintiff called 3 witnesses to advance her case. She was the 1st to testify as PW1 (Florence Mueni Mbuvi). She adopted her witness statements dated June 13, 2017 and August 20, 2019 as her evidence. She produced the 14 items contained in her list of documents dated 14.6.2017 as P. Exhibit 1-14.
9. Her testimony is that she had developed her parcel of land known as Nairobi Block 97/325 by constructing 27 temporary single rental structures which she was renting at ksh.2,300/= and was charging a further ksh.200/= for rent received after 4th of every month per unit.
10. That sometime on 3.9 2016, the Defendants who own Nairobi Block 97/324 which borders her suit parcel on the lower side started excavating soil in readiness for construction on their parcel without giving her prior notice and without putting any safety measures.
11. She avers that immediately the Defendants started excavating, she held a meeting with them at the site and it was agreed that construction work was to be halted to prevent further damage and to allow the Defendants to put in safety measures first before proceeding with the excavation and by that time, her structures had not been destroyed. However, the Defendants reneged on their agreement and continued to excavate maliciously and aggressively to the extent that the soil on her plot caved in damaging 14 of her 27 units completely while 13 rooms were left hanging dangerously as part of the plot where the soil was excavated left a deep vacuum on her property.
12. That subsequently, she reported the matter to the police *vide* OB No. 057/6/9/1635 and also filed a complaint with the National Construction Authority on 8.9.2016.
13. That thereafter, the Defendants through their lawyer offered to settle the matter amicably out of court by; constructing a retaining wall to prevent destruction of her property, back filling the soil already excavated from the suit premises, re-constructing 14 rooms that had been damaged and paying rent for all 27 units pending reconstruction. To this end, the Defendants paid the lost income being rent for the month of September-December 2016 and backfilled and compacted the soil in her property half way. However, they neglected to execute their mutual agreement and in January 2017, they failed to do their part and as a result, her property is completely damaged and she has no income as her tenants vacated the premises.



14. In cross-examination, PW1 stated that out of her 27 structures, there are 13 structures which have been in use since 2019 but she had to renovate them since floors had been destroyed due to vibration emanating from the excavation.
15. She pointed out that her structures stood about 2 feet from the boundary she shares with the 1st Defendant, and when the 1st Defendant's tractor commenced the exercise on the 1st day, it scooped on her land, pushing her structures forward and continued to push soil into her plot and all the photographs which she took depict the 1st Defendant entering her land.
16. She contends that she had no approvals for her buildings as they were not permanent. She denied that development was put up contrary to the law, adding that there are similar structures in the vicinity.
17. She also stated that all her 27 structures which costed her about ksh. 60,000/= or more to construct were fully occupied by tenants paying ksh.2300/= per month though her tenancy agreements with them were verbal and some tenants paid rent through Mpesa while others paid cash.
18. PW1 also stated that though she made a report to the police station, the 2nd Defendant was not arrested, he was summoned and he only went to the police station with his lawyer a week after. While there, their lawyers agreed to settle the matter out of court, thus the 2nd Defendant was not blackmailed/harassed / coerced by the police to pay her and reconstruct the structures before being released, but the complaint on malicious damage could not be withdrawn before he complied.
19. She stated that the 2nd Defendant paid her ksh129,000/= via a cheque and a further ksh.62500/= and ksh.67,500/= which was to cover 4 months rent from September – December 2016 but after leaving the police station, there was no communication between her representative and that of the Defendants with a view of settling the matter.
20. She stated that her complaint to the National Construction Authority was not acted upon and the 2nd Defendant was not taken to court over the issue.
21. She contends that Defendants' parcel is on swampy grounds while hers is on firm cotton soil and since she constructed her structures between 2012-2013, they had been about 4 years old at the time of excavation.
22. The plaintiff's 2nd witness was her husband, PW2 Vincent Musambi Muia, an advocate of the High Court of Kenya. He adopted his witness statement dated August 20, 2019 as his evidence. By and large, his evidence mirrors that of PW1. Adding that his law firm was engaged by the plaintiff to represent her in her claim concerning malicious damage to her property. He is the one who entered into negotiations with the firm of Wekesa & Co. Advocates for the defendants where it was agreed that the Defendants were to restitute the Plaintiff into her previous position before the destruction and damage of her property but later, the Defendants reneged on the same.
23. In cross-examination, PW2 stated that the current status of the suit property is that there are 13 structures. He denied that Plaintiff's plot was initially a quarry.
24. He contends that Plaintiff's structures were constructed sometime in 2012-2013 and are made out of timber and iron sheets and though they were temporary they were good structures.
25. PW2 also stated that there were no approvals from National Construction Authority and NEMA, since it is permanent structures that would require such approvals.



26. In re-examination, PW2 stated that the 2nd Defendant was not prosecuted and that they were to withdraw the complaint of malicious damage if the agreement was complied with in terms of execution and performance but after performing ¾ of the agreement, the Defendants reneged on the same.
27. The Plaintiff's 3rd witness, PW3 was Charles Ambugo Ombati, who adopted his witness statement dated June 9, 2017 as his evidence. He avers that he was a tenant of the plaintiff between years 2012 and September 2016, where there were 27 temporary iron sheet residential units measuring about 10ft by 11ft, of which he was paying rent of ksh.2,300/= per month.
28. He states that on September 3, 2016, without notice, the neighbor in the adjacent plot started excavating soil in his plot and in doing so, he trespassed onto the Plaintiff's plot and left their rooms hanging.
29. That it was agreed that the Defendants should halt their activities and put some safety measures before proceeding but they proceeded without doing so and in the process destroyed all the rooms on their side forcing all the tenants to vacate while the rooms which were not destroyed were left hanging precariously.
30. In cross-examination, PW3 stated that he was the Plaintiff's tenant from 2012 -2016 and that all the 27 temporary houses were occupied though he cannot remember each tenant by name.

Case for the Defendants

31. The Defendants' first witness, DW1 was Maurice Aketch, a civil engineer who adopted his witness statement dated 16.11.2021 as his evidence. He produced 6 documents contained in the Defendants' bundle of documents dated September 28, 2023 as D. Exhibit 1-6. His testimony is that that prior to commencement of the development by the 2nd Defendant, the parcel Nairobi Block 97/324 consisted of a heap of clay soil which appeared to have been imported from elsewhere and dumped at the site and there was an adjacent unfinished building made of concrete to the back and iron sheets to the left of the proposed development.
32. That excavation began on the site on September 3, 2016 with the aid of an excavator machine and during the process, the depth of loose dumped soil was continuously increasing, thus the soil on the adjacent iron sheet structure became unstable and moved towards the already excavated portion.
33. He avers that it was evident that the site had been previously dug up as a quarry and unsuitable material returned in place of the original soil, thus the material was excavated until a suitable substratum was found before construction commenced on 24.9.2016 and accelerated with priority to complete the retaining wall on the side of the Plaintiff's property which was completed in February 2017.
34. In cross-examination, DW1 stated that he was on site when the excavation herein was commissioned on September 3, 2016, but he was not on site when the damage complained of took place which was after 3 days but it was brought to his attention and he went to the site immediately and saw what happened.
35. He further stated that Defendants' documents indicate that they obtained approval from NEMA on 15.11.2016, from Nairobi City Council on November 15, 2016 and from National Construction Authority on November 15, 2016 after the damage had occurred. He added that the Defendants had also not erected a site sign board when the damage occurred.
36. He stated and that while approvals for the project were issued after the damage, all the statutory applications had been made for the project.



37. He confirmed that there were no protective measure put in place before excavation, but mitigation usually happens after excavation in that mitigation measures can only be put on the excavated surface, so excavation has to be done first. To this end, they stopped further excavation until protection measures were put in place.
38. He stated that the excavator did not enter Plaintiff's land, but the 14 structures did cave in.
39. The Defendants' 2nd witness, DW2 is Simon Wekesa, an advocate of the High Court of Kenya who adopted his witness statement dated July 11, 2019 as his evidence. He avers that immediately after commencing excavations on the suit parcel on September 11, 2016, the 2nd Defendant contacted him and informed him that he had been arrested and was being held at Embakasi police station. That he went to the police station and was informed by the police who were in collusion with the Plaintiff that the 2nd Defendant was being held on allegations of malicious destruction of property and would be detained until he constructed the Plaintiff's iron sheet structures, paid damages for loss of rent of the said structures and upon backfilling the area which the plaintiff alleged had collapsed.
40. He states that the said detention was unlawful and meant to intimidate, coerce and extort the Defendants into paying alleged damages for rent lost by the Plaintiff but since the 2nd Defendant's liberty was at stake, he advised him to accept the conditions for his release whereupon he made payments of initial months' rent but stopped after discovering that the structures were illegal and the negotiations were a sham meant to extort the Defendants.
41. Upon cross-examination, DW2 stated that the issue of negotiations emanated from the Plaintiff and the police. That in the negotiations, there was consensus that the Defendants would restate the Plaintiff, but the 2nd Defendant paid for September-December rent then commenced the backfilling but he did not build a retainer wall and he advised him not to pay.
42. In re-examination, DW2 stated that the 2nd Defendant was not detained but there was a condition that he would be detained if he failed to agree to the terms set by the Plaintiff.
43. That he advised the 2nd Defendant to stop paying as the structures were illegal.
44. The Defendants' final witness DW3 was the 2nd Defendant Edwin Ngomo Otiato. He adopted his witness statement dated July 11, 2019 as his evidence. He produced a title to the parcel known as Nairobi/Block 97/324 as D. Exhibit 7.
45. DW3 avers that before commencing the project herein, the 1st Defendant was issued with a license by National Environment Management Authority (NEMA) and Nairobi City Council. That due to the nature of the project, they were advised by their structural engineer and contractor that massive and deep excavation would be carried out to ensure that the building had a firm, safe and stable foundation owing to the fact that the area was previously a backfill from a quarry hence the soil was not compact.
46. That excavation commenced with the aid of an excavator machine and during the exercise, the engineer advised him to construct a retaining wall to shield the site from any collapsing landfill or soil emanating from the neighboring properties.
47. He avers that based on a complaint by the Plaintiff that some of her structures were hanging precariously, he arranged a meeting with her, the area chief and the Plaintiff's caretaker known as David Koech where the Plaintiff agreed to bring down the temporary structures, but she would later change tune and connive with the police to coerce him to pay her, failure to which, he would be detained.



48. That to secure his freedom, he conceded to the demands but only paid for a few months and later stopped after discovering that the structures were illegal, of which an enforcement notice for demolition of the Plaintiff's structure was issued by the National Construction Authority.
49. That the Plaintiff was even claiming double payments on account that she had intended to lease the property to a school.
50. When cross-examined, DW3 stated that not all the Plaintiff's structures collapsed at once but some eventually collapsed though he cannot tell how many.
51. He confirmed that he had not constructed a retaining wall when the structures caved in but they eventually put it up but the soil kept caving in.
52. He stated that he had visited the property a day before testifying and the plaintiff's structures that were damaged were never replaced while the ones which remained intact are still there.
53. Upon re-examination, DW3 stated that a retainer wall was put up on their side gradually as it is a process and the walls needed to dry and for the reason that there was a lot of soil from the neighboring sides.

Submissions

54. Plaintiff's submissions are dated November 6, 2023 where she avers that the evidence on record clearly points to the Defendants' refusal to heed expert advice, even from their own engineer, on how to carry out the excavation works without damaging the adjacent property, thus they are squarely to blame for the destruction of Plaintiff's property and the consequential loss.
55. It is also submitted that the Defendants freely and willingly entered into a compromise to compensate the Plaintiff for the loss and damage they occasioned her, thus they are estopped from asserting otherwise. That further, even though the agreement was not written, the Defendants partially acted on it and it was reached after a series of correspondences.
56. It is argued that it does not lie in the mouth of the Defendants who are tortfeasors to assert that the residential units which were on private land were illegal structures as they did not prove that allegation.
57. The Plaintiff also submits that she has proved loss of rental income of ksh.62,100/= from 1st January 2017 until the date of judgement, ksh.935,900/= being costs of reconstructing 14 units which were completely destroyed and ksh.20 million as general damages. To buttress her arguments, the plaintiff proffered the case of *Park Towers Limited v John Mithamo Njika and 7 others* [2014] eKLR.
58. The Defendant's submissions are dated January 12, 2024 where they argue that the Plaintiff has no locus standi to file this suit against the Defendants as at the time of trespass, she was not in immediate and exclusive possession of the same. To this end, the cases of *Charles Ojwang Otako v Geoffrey Owuor Ochieng* [2022] eKLR, *Nashon Onyango Otieno v George Onyango Otieno* [2021] eKLR as well as the case of *M'kiriara M'mukunya & Another v Gilbert Kabeere M'mbijiwe* [1984] eKLR were cited.
59. It is also submitted that the 2nd Defendant has not been properly joined to the suit and the action against him must not be allowed to stand since he is a director of the 1st Defendant and a company is a judicial person capable of suing and being sued as a separate entity distinct from its shareholders and directors. The case of *Gilbert Chege v Kenya Institute of Applied Science & 2 others* [2011] eKLR is cited.
60. It is argued that it is trite law that trespass to land occurs when it is proved that an alleged trespasser entered the property of another without reasonable excuse and the consent of the occupier and in this case, the Defendants never entered the plaintiff's land. That the 1st Defendant began excavation of its



property which resulted in the caving in of the soil from the Plaintiff's property into the Defendants' property.

61. It is also submitted that DW1 led expert evidence that the reason for the caving in of the soil from the Plaintiff's property is because of the soil's nature. The cases of *William Kamunge Gakui v Eustace Gitonga Gakui* [2016] eKLR and *Rose Kaiza v Angelo Mpanju Kaiza* [2009] eKLR were cited.
62. It is argued that Plaintiffs structures were illegal since she did not obtain approvals as required under the *Physical and Land Use Planning Act*, thus the court should not be used to sanction an illegality. To that end, the cases of *Festus Ogada v Hans Mollin* [2009] eKLR, *Standard Chartered Bank Kenya Ltd v Intercom Services Ltd & 4 others* [2004] eKLR, *Sosplashed Limited & Another v Pwani Maoni Limited and others* [2021] eKLR as well as *Ephrahim Mutahi Mutundie v Town Council of Mraiakani* [2012] eKLR were cited.
63. It is argued that the verbal agreement between the parties was obtained under undue influence and as such, it should be disregarded. The cases of *Mombasa Bricks & Tiles Ltd & others v Arvind shah & 7 others* [2019] eKLR as well as *Nabro properties limited v sky structures Limited (ZR shah) South fork Investments Limited* [1986] eKLR were cited.
64. To counter the Defendant's submissions, the Plaintiff filed further submissions dated 18.1.2024 where she avers that she has locus to file this suit as an owner of the suit parcel, and that the 2nd Defendant is a necessary party as he did not raise an objection in his defense and he was personally involved in transactions herein. She also added that the issue of undue influence is farfetched as the Plaintiff was not in any position of influence to exert duress upon the 2nd defendant.

Determination

65. The issues falling for determination are;
 - i. Was the 2nd defendant properly sued herein?
 - ii. Whether the Plaintiff trespassed onto the Plaintiff's parcel of land.
 - iii. Is the Plaintiff entitled to the reliefs sought?
66. I find that the issue as to whether the 2nd Defendant is/is not a proper party was not raised in defendants' statement of defense dated July 20, 2017. It is trite law that parties are bound by their pleadings, See *Samson Emuru v OL Suswa Farm Ltd* [2006] eKLR and *Galaxy Paints Company Ltd V Falcon Guards Ltd* [2000] eKLR. In the circumstances, the issue cannot be made a subject of contest at the submission stage and shall therefore not be considered.
67. On trespass, Plaintiff's case is that the Defendants commenced excavation on their parcel known as Nairobi Block 97/324 which is adjacent to her parcel known as Nairobi Block 97/325 with the intention of constructing a storey building and while doing so, they trespassed onto her property and damaged her 27 residential temporary structures which translated to loss of her income of ksh.2300/= per month per unit.
68. It is not disputed that the Plaintiff owns the parcel of land known as Nairobi Block 97/325 and as at the time of the incident which is the subject matter herein, she was in control of the said parcel and whatever activities which were being undertaken thereon, thus she has locus to institute this suit.
69. The provisions of Sections 107 and 109 of the *Evidence Act* places a mandate upon a party that asserts certain existing facts to prove them. The Plaintiff called 3 witnesses whose evidence leads to the



conclusion that 14 structures of the Plaintiff's 27 units were completely destroyed while 13 others were left hanging precariously.

70. The question that this court has to determine is whether the said damage was caused by the Defendants' action of trespass. Section 3 (1) of the Trespass Act, Cap 294 provides that:

“ Any person who without reasonable excuse enters, is or remains upon or erects any structure on, or cultivates or tills or grazes stock or permits stock to be on, private land without the consent of the occupier thereof shall be guilty of an offence.”

71. The Plaintiff led evidence that the soil on her plot caved in and part of the plot was left with a deep vacuum. On their part, the Defendants have relied on the evidence of DW1 that there was no actual intrusion into the Plaintiff's property to assert that trespass was not proved.

72. They argue that what happened is that the Defendants were excavating on their land and in the process, the soil on the Plaintiff's land caved in because their soil was a bit loose as their plot was previously a backfill from a quarry.

73. This court is persuaded that the Defendants trespassed onto the Plaintiff's parcel. Removal of soil from the Plaintiff's parcel constitutes trespass. In Clerk & Lindell on Torts (17th Edition) para 17-01 cited in Nakuru Industries Limited v S S Mehta & Sons [2016] eKLR, trespass was defined as;

“ An unjustifiable entry by one person upon the land in possession of another. Removing any part of the soil of land also constitutes trespass”

74. Further, DW3'S evidence that the engineer advised him to construct a retaining wall, but he failed to do so indicates that the Defendants were negligent and had they constructed a retaining wall, the damage could not have occurred.

75. It is not lost to this court that contrary to the averments made by DW3 in his recorded statement that they had approvals before commencing the construction, there were no such approvals, as the relevant approvals from National Environment Management Authority (NEMA), City Council and The National Construction Authority were all obtained on November 15, 2016 (see documents at pages 27-30 of defendants' bundle), a period of over two months from the time that construction commenced on 3.9.2016.

76. DW1 stated that the collapse of plaintiff's structures occurred 4 days after the excavation had started and by then, no protection measures had been undertaken. And in his own words, he stated that

“ it is true that we stopped further excavation until protection measures were complete...” .

77. This far, it is clear that the defendants had trespassed upon plaintiff's land.

78. Is the plaintiff entitled to damages?. In the case of Kenya Wildlife Service v Rift Valley Agricultural Contractors Limited [2018] eKLR, the Supreme Court of Kenya cited the celebrated case of Rylands v. Fletcher, [1868] UKHL 1, where it was held that;

“ We think that the true rule of law is, that the person who for his own purposes brings on his lands and collects and keeps there anything likely to do mischief if it escapes, must keep it in at his peril, and, if he does not do so, he is *prima facie* answerable for all the damage which is the natural consequence of its escape. He can excuse himself by showing that the escape was owing to the plaintiff's default; or perhaps that the escape was the consequence of vis



major, or the act of God; but as nothing of this sort exists here, it is unnecessary to inquire what excuse would be sufficient.”

79. In the case at hand, it is the defendants actions of excavation that caused the structures of the plaintiff to collapse. The defendants are therefore liable to pay damages to the plaintiff.
80. It is quite apparent that after the damages, the protagonists did engage into negotiations through their advocates, which entailed that; Defendants would construct a retaining wall on its property, back fill and compact the soil removed from the Plaintiff’s parcel, reconstruct 14 units that had been completely damaged and compensate the Plaintiff for lost rent for the period it would take to complete the adjustments.
81. While the said agreement was never executed by the parties, it was performed to some extent culminating into the defendants paying the plaintiff the loss of rental income of ksh.129,000, ksh. 62,500 and ksh.67,500 for the month of September to December 2016.
82. DW3’s allegation that they agreed to the terms of the agreement because 2nd defendant was intimidated and unduly influenced does not hold water as even the payments were made when the 2nd defendant was a free man. The reasons as to why they stopped the payment was because “the structures were illegal”. The defendants are however not the entity with the legal mandate to determine the legality of plaintiff’s structures.
83. The Plaintiff led evidence that out of 27 structures,13 are in use since 2019 but she had to renovate them. Therefore, as things stand, only 14 structures were destroyed by the Defendants.PW3 was one of the Plaintiff’s tenants. His name appears on the Mpesa Statements produced by the Plaintiff indicating that in the month of June 2016, he paid her ksh.2300/= which was rent payable. This court is persuaded that the units were occupied.
84. Of the 13 units that are now in use, the Plaintiff had to renovate them even though the costs thereof have not been tabulated. The 14 destroyed units were not rebuilt. No further sums were paid as from year 2017 as loss of rent. Further, even though the retainer wall was eventually built, the plaintiff’s land was apparently not backfilled to completion.
85. The Plaintiff has sought damages for loss of rental income at Ksh 62100 from January 2017, costs for building the 14 units at sh. 935 900 as well as general damages, at ksh.20 million. However, as pronounced in the Court of Appeal case of *Kenya Hotel Investments Limited v Williesden Investments Ltd* [2009] eKLR the plaintiff cannot be entitled to general damages as well as mesne profits (loss of rental income) at the same time.
86. In *Duncan Nderitu Ndegwa v Kenya Pipeline Company Limited & Another* [2013] eKLR, it was stated that;

“The general principles as regards the measure of damages to be awarded in cases of trespass to land where damage has been occasioned to the land is the amount of diminution in value or the cost of reinstatement of the land, and not both. The overriding principle is to put the claimant in the position he was prior to the infliction of the harm. The test that guides the court in deciding which of the two measures of damages to employ is the reasonableness of the said reinstatement in light of the extra costs that may be incurred by the Defendant in this regard”.



87. In *Dodd Properties (Kent) Limited and Another v Canterbury City Council and others* [1980] 1 All ER 928 cited in *Miarabo Limited v Synohydro Corporation Limited* [2019] eKLR the court stated that:

“The general object underlying the rules for the assessment of damages is, so far as possible by means of monetary award, to place the plaintiff in the position which he would have occupied if he had not suffered the wrong complained of be that wrong a tort or a breach of contract....”.

88. I find that the appropriate award in the circumstances of this case is a general lumpsum award of damages to the tune of Ksh. 3,500,000. Thus judgment is hereby entered for the plaintiff against the defendants jointly and severally for Ksh.3,500,000 plus costs and interests at courts rate. The interests thereof shall run from the date of delivery of the judgment.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 18TH DAY OF APRIL, 2024 THROUGH MICROSOFT TEAMS.

LUCY N. MBUGUA

JUDGE

In the presence of:-

Amuga for Plaintiff

Mukele for Defendant

Court assistant: Eddel

