



**Kuguru Food Complex Limited v Kenya Pipeline Ltd (Environment & Land  
Case 589 of 2010) [2024] KEELC 4367 (KLR) (23 May 2024) (Judgment)**

Neutral citation: [2024] KEELC 4367 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT & LAND CASE 589 OF 2010**

**MD MWANGI, J**

**MAY 23, 2024**

**BETWEEN**

**KUGURU FOOD COMPLEX LIMITED ..... PLAINTIFF**

**AND**

**KENYA PIPELINE LTD ..... DEFENDANT**

**JUDGMENT**

**Background**

1. The Plaintiff describes itself as the proprietor of a parcel of Land known as L.R. No. 209/14687 (hereinafter known as ‘the suit premises’). The Plaintiff in its amended Plaint amended on 2nd June 2023, alleges that on 24<sup>th</sup> November, 2010, the Defendant through its employees/agents invaded and trespassed into the suit premises without any colour or right and destroyed the pole fence thereon and laid heavy gauge pipes thereof without the Plaintiff’s authority or licence.
2. The Plaintiff asserts that the actions by the Defendant amounts to trespass and have interfered with the Plaintiff’s right of peaceful and quiet enjoyment of the suit premises. The Plaintiff particularizes the Defendant’s actions of trespass at paragraph 5 of the amended Plaint as follows:
  - a. Invading the suit premises without lawful authority;
  - b. Laying heavy gauges on the suit premises without the Plaintiff’s consent;
  - c. Refusing to recognize the Plaintiff’s right to quiet use and enjoyment of its property; and
  - d. Destroying the Plaintiff’s fence and structures.
3. The Plaintiff therefore seeks against the Defendant an order of permanent injunction restraining the Defendant from entering, digging, carrying any works and or in any way from interfering with



- the Plaintiff's peaceful possession and enjoyment of the suit premises. The Plaintiff further seeks a mandatory injunction to issue ordering the Defendant to remove their pipes from the suit premises.
4. In the alternative, the Plaintiff prays for compensation at the current market value of the suit premises at Kshs 461,495,000/= as at 15<sup>th</sup> June, 2022. Additionally, mesne profits of Kshs 51,734,160/= as at 22<sup>nd</sup> December, 2022. The Plaintiff further prays for punitive and general damages for trespass, and the costs of the suit and interest until payment in full.
  5. The Defendant's statement of Defence was filed way back on 9<sup>th</sup> October, 2012. The Defendant did not respond to the Plaintiff's amended Plaintiff.
  6. In the said statement of Defence, the Defendant averred that on 20<sup>th</sup> August, 1991 and 23<sup>rd</sup> September, 1991 respectively, the Defendant in carrying out its West Kenya Extension Project was granted approval to lay its pipeline on the Kenya Railways Corporation's and the Kenya Power & Lighting Company Limited's way-leaves. The Defendant further asserts that the Plaintiff's title to the suit premises was issued in September, 2010 and the lease thereof is from the year 1999, several years after the pipeline had been constructed.
  7. In responding to the Plaintiff's claim against it for trespass into its land for purposes of laying the heavy gauge pipes, the Defendant denies the claim. The Defendant asserts that the new pipeline was laid parallel to the existing pipeline upon the same Kenya Railways Corporation and Kenya Power and Lighting Company Limited's wayleaves. The Defendant denied the particulars of trespass pleaded by the Plaintiff asserting that it had lawful authority having obtained the requisite consent from Kenya Power & Lighting Company Ltd and Kenya and Railways Corporation to make use of their wayleaves in 1991.
  8. The Defendant further stated that the Plaintiff's rights, if any, are subject to the Defendant's pre-existing rights. The Defendant asserted that a juridical person cannot have quiet use and enjoyment of its property.

#### **Evidence adduced at the trial**

9. This case proceeded to full hearing. The Plaintiff called 2 witnesses whereas the Defendant called 1 witness.
10. Peter Ngibuini Kuguru, the Managing Director of the Plaintiff Company testified as PW1. He adopted his witness statements dated 31<sup>st</sup> August, 2012 and 5<sup>th</sup> October, 2021 as his evidence in chief. He also produced the documents listed on the Plaintiff's list and bundle of documents dated 16<sup>th</sup> October, 2021 which were marked as PEx. 1-8 and MFI 1&2. PW1 stated that the suit premises measuring 0.5156 hectares is owned by the Plaintiff Company as evidenced by the title No. LR 209/14687. He asserted that title to the suit premises was granted to the Plaintiff Company for purposes of expanding its business in 1999, and for a term of 99 years with effect from 1<sup>st</sup> December, 1999.
11. PW1 stated further that in the year, 2010, the company designed its factory's extension into the suit premises. It therefore erected a fence around the suit premises but a Chinese contractor working for the Defendant demolished the wall with the intention of laying a pipeline through the suit premises. The Plaintiff alarmed by the action of the Defendant moved to court and obtained an injunction order requiring the Defendant to remove the pipes strung through it parcel of land. The Chinese contractor indeed removed the pipes from the Plaintiff's land but laid them along the wayleave adjacent to it. In the whole process, the Chinese contractor who was an agent of the Defendant damaged the suit premises through excavations and demolishing of the fence.



12. PW1 alleged that after removing the pipes, the Defendant's contractor did not reinstate the suit premises to its original position, neither did they repair the demolished fence. Since the Plaintiff could not use the property as it was, it decided to put up another fence, in place of the damaged fence. However, the Plaintiff was stopped from erecting the fence by armed police and security officers from the Defendant Corporation who insisted that there was yet another pipeline that passed through the Plaintiff's land. That was the Pipeline 2. PW1 asserted that the Plaintiff has since then been unable to develop and make use of the suit premises as it intended to.
13. According to PW1, the pipeline by the Defendant (Pipeline 2) was erroneously placed on the Plaintiff's land since the Defendant had agreed with Kenya Railways Corporation to lay their pipeline through an easement granted to them by Kenya Railways Corporation. He stated that he has attempted to amicably settle the issue with the Defendant but his several visits and discussions with the Managing Director of the Defendant Company have not borne fruits despite establishing that the pipeline had encroached into the Plaintiff's property for a length of 130 meters from the point of entry to the point of exit. PW1 alleged that the Defendant has all along claimed to have been waiting for a government valuer to place a value on the suit premises to enable it settle the dispute.
14. PW1 denied the allegations by the Defendant that ownership of the suit premises by the Plaintiff is under investigation. He averred that the Plaintiff lawfully acquired the suit premises; made all the requisite fees payable upon allotment and have not had any issues at all with ownership of the property. Its beacons and title were even verified by the National Land Commission (NLC).
15. PW1 averred that they have not been able to utilize the suit premises since they were issued with the title as a consequence of the Defendant's pipeline 2 that unlawfully passes through the suit premises. They are seeking compensation for loss of use/revenue for all the time they have been denied use of that property. In the alternative, PW1 stated that the Plaintiff seeks for compensation at the current market value of the suit premises as well as general damages for trespass.
16. On cross-examination by Mr. Ligami, Advocate for the Defendant, PW1 stated that the Plaintiff acquired the suit premises in 1999. It was allotted the land by the Government. It filed the suit in 2010 after the Defendant's infringement of its property rights and obtained an injunction against the Defendant. He confirmed that Line No. 4 was removed from the suit premises immediately after the Plaintiff obtained the injunction order. PW1 admitted that this suit was filed in regard to Line 4 and that in his amended plaint, he did not specifically mention Line 2 or any other line. He alleged that they learned about line 2 in 2011 when they started to develop the suit premises. He also admitted being aware of Line 2 on their land by the time of amendment of their Plaint.
17. In regard to the letter dated 17<sup>th</sup> February, 2011 by his Advocate, PW1 stated that they were contented with the rerouting of Line 4. He added that the Defendant had not by then disclosed to them about the existence of Line 2 on their land.
18. PW1 admitted that he did not produce as part of his documents, photographs of the trenches allegedly dug on the suit premises, the demolished wall or the assessment report of the damage to the land. He confirmed that they have planted trees in the suit premises, about 1500 trees to safeguard the land.
19. In re-examination by Mr. Banji, PW1 stated that his claim for compensation is not for the period prior to acquisition of the suit premises. He stated that Line 4 was placed on his property in 2010 and that he has not been compensated for the damage caused. He alleged that line 2 was only discovered after line 4 had been removed. He also affirmed that the Defendant stopped the Plaintiff from developing the land. He stated that they have had several meetings with the Defendant's representatives about Line 2 which is still on his land in vain and that his property has not been compulsorily acquired by the government.



20. The second Plaintiff's witness was Michael Ndurimi Gathuku who testified as PW2. He is a registered and licensed valuer.
21. PW2 stated that he is the maker of the valuation report dated 15<sup>th</sup> June 2022 and the Rental Assessment Report dated 22<sup>nd</sup> December, 2022 which he produced as exhibits in support of the Plaintiff's case. They were marked as PE 10 & 11 respectively. He assessed the value of the suit premises at Kshs 461,495,000/= . For the rental income, he arrived at the value of Kshs 51,734,160/= using a rent escalation of 10% every year.
22. Responding to questions from the Defendant's Advocate, PW2 stated that the suit premises measures 0.5156 (1.27 acres) in size. He confirmed having visited the suit premises physically. The value assigned is approximately for half of the suit premises.
23. PW2 valued the trees on the suit premises at the sum of Kshs.1,200/- per tree.
24. In re-examination, PW2 explained that the 15% disturbance in the valuation report was for the entire property whose value was estimated at Kshs.600,000,000/= per acre.

### **Evidence adduced on behalf of the Defendant**

25. The Defendant called one witness; Mr. Philip Musundi who is an employee of the Defendant. He adopted his witness statement dated 13<sup>th</sup> July 2022 as his evidence in chief. He further produced as exhibits the documents on Defendant's list and bundle of documents dated 13<sup>th</sup> July 2022 which were marked as DE 1-8 in the order in which they are listed.
26. DW1 admitted that the Defendant in the year 2010 had engaged a contractor for purposes of laying a pipeline – Line 4 parallel to an existing Western Kenya Pipeline (Line 2) on the Kenya Railways wayleave. The said line 4 was to supplement the existing Line 2 that had been laid out between 1991 and 1992.
27. The Defendant's contractor was however temporarily stopped when the Defendant was served with a court order issued in this case. The Defendant eventually opted to re-route Line 4 to avoid passing through the suit premises and to save on both time and costs which had escalated as a result of the delays occasioned by the issuance of the court order.
28. In cross-examination, DW1 stated that he was not aware when Line 4 was removed from the Plaintiff's property. He admitted that pipes had been strung over the Plaintiff's property forcing the Plaintiff to move to court. He confirmed further that there was damage to Plaintiff's perimeter wall in the course of the laying of the pipes.
29. In regard to line 2, the witness, DW1 confirmed that it passes through the Plaintiff's property in approximately 125 meters from the point of entry to the point of exit. The line though was supposed to have passed through the Kenya Railways reserve land as the corporation had granted the Defendant a way leave.
30. DW1 was not involved in any sort of negotiations with the Plaintiff during the pendency of this case.

### **Court's Directions**

31. The court directed parties to file written submissions upon the close of the hearing. Both parties complied. The submissions form part of the record of this court. The court has had the opportunity to read and consider the submissions.



## Issues for Determination

32. Having considered the pleadings filed in this case, the evidence adduced and the submissions filed, the issues for determination in this case are;
  - a. Whether the Plaintiff is the lawful owner of the suit premises;
  - b. Whether the Plaintiff has established a valid cause of action against the Defendant in respect of Pipeline 4 and Pipeline 2;
  - c. Whether the Plaintiff has proved its claim(s) against the Defendant;
  - d. Whether the Plaintiff is entitled to the orders sought against the Defendant; and
  - e. What orders should issue in regard to the costs of the suit.

## Analysis and Determination

33. At this juncture I need to point out that though the ownership of the suit premises was not really an issue in this case, the Plaintiff nonetheless produced as part of its evidence, its title to the suit premises which is a lease for 99 years with effect from 1<sup>st</sup> December 1999. The Defendant too produced the grant in favour of the Plaintiff as one of their exhibits.
34. Under section 24 of the [Land Registration Act](#), the registration of a person as the proprietor of a lease shall vest in that person, the leasehold interest described in the lease together with all implied and expressed rights and privileges belonging or appurtenant thereto and subject to all implied or expressed agreements, liabilities or incidents of the lease. Further under section 26, the certificate of title issued by the registrar upon registration shall be taken by all courts as prima facie evidence that the person named as the proprietor of the land is the absolute and indefeasible owner of the subject property. By virtue of the certificate of title issued by the Registrar in its name, the Plaintiff is the absolute and indefeasible owner of the suit premises.
35. That said, the Plaintiffs' claim against the Defendant is that in the year 2010, the Defendant through its contractor invaded and trespassed into the Plaintiff's land, the suit premises herein with an intention of laying heavy gauge pipes without the Plaintiff's consent thereby destroying the Plaintiff's fence and trespassing onto its land. The Plaintiff in a bid to protect its interests in the land moved to this court and obtained an interim injunction order barring the Defendants from further trespassing into its land and laying the heavy gauge pipes therein.
36. The Defendant asserts that upon being served with the injunction it made a decision to reroute the pipeline (Line 4) to avoid it going through the Plaintiff's land. According to the Defendant, the dispute with the Plaintiff which is the subject of this case is essentially in regard to Line 4 and not line 2.
37. The Defendant produced a letter by the Plaintiff's former Advocates dated 17<sup>th</sup> February 2011 (DE5) whereby the Plaintiffs Advocates expressed their 'no objection' to the proposed rerouting as suggested by the Defendant. Further the Plaintiff's Advocates communicated that their client (the Plaintiff) was willing to have the said matter brought to a close subject to an appropriate consent on general damages for trespass and compensation for the damaged fence and costs.
38. As far as the Defendant is concerned, the Plaintiff's case presented before this court relates to line 4 only. The Defendant in its submissions asserts that the existence of Line 2 on the suit premises is not the subject of the Plaintiff's suit. Line 2 was laid by the Defendant in 1991 pursuant to a wayleave



granted to the Defendant by Kenya Railways Corporation prior to the allotment of the suit premises to the Plaintiff.

39. The Plaintiff's position however is that after obtaining the temporary injunction order against the Defendant, it sought to fence the suit premises for purposes of expanding its factory operations. That was when it came out that Line 2 passed through the suit premises; albeit inadvertently. Line 2 was supposed to have been laid through the wayleave granted by Kenya Railways Corporations and not through the suit premises even prior to its allocation to the Plaintiff.
40. One of the issues then that the court must determine, and as framed by the Defendant is whether the Plaintiff has a valid cause of action against the Defendant with regards to Line 2.
41. Evidence was led by both sides in regard to the existence of line 2 and the fact of it passing through the Plaintiff's property. The Defendant rightly points out that the Plaintiff did not amend its plaint even after discovering the existence of Line 2 to specifically plead to that fact. The Defendant submits that parties are bound by their pleadings and that evidence which tends to be at variance with the pleadings should be rejected.
42. The Defendant made reference to the decision in the case of Daniel Otieno Migote vs South Nyanza Sugar Co. Ltd [2018] eKLR, where the court emphasized that pleadings form the bedrock upon which all proceedings derive from. It hence follows that any evidence adduced in a matter must be in consonance with the pleadings.
43. The Defendant further cited the Supreme Court of Kenya's decision in Raila Amolo Odinga & Another –vs- IEBC & 2 Others [2017] eKLR, where the court stated that in the absence of pleadings, evidence if any produced by the parties cannot be considered.
44. The Plaintiff on 2<sup>nd</sup> June 2023 amended its plaint including an alternative prayer for compensation at the current market value of the suit premises and an additional prayer for mesne profits. The Plaintiff did not amend the body of its plaint to explain the basis of the additional prayers. It was only at the hearing that evidence was tendered explaining that the Plaintiff was prevented from fencing and developing the suit premises by the Defendant due to the presence of the line 2 therein.
45. The function of pleadings in civil proceedings was aptly stated by Mativo J (as he then was) in the case of World Explorer Safaris Ltd –vs- Cosmopolitan Travels Ltd & Another [2021] eKLR. He stated that the purpose,

“is to alert the other party the case they need to meet (and hence satisfy basic requirements of procedural fairness) and further, to define the precise issues for determination so that the court may conduct a fair trial.

.... It is a basic principle that particulars; of claim should be so phrased that a Defendant may reasonably and fairly be required to plead thereto. This must be seen against the background of the further requirement that the object of pleadings is to enable each side to come to trial prepared to meet the case of the other and not be taken by surprise. Pleadings must therefore be lucid and logical and in an intelligible form; the cause of action must appear clearly from the factual allegations made.”

46. The Plaintiff in this case by including the alternative and additional prayers may reasonably be said to have signaled to the Defendant the case they were to meet at the hearing though not with precision and elegance.



47. Mativo J, in the above cited case appreciated that the aspiration of elegance in pleadings will not always be met. He quoted from the Australian case in SMEC Australia Property Ltd –vs- McConnell Dowell Constructors (Aust) property Ltd [2011] VSC 492 at [3] – [6], the following passage;
- “While elegance in a pleading is not a pre-condition to its legitimacy, it is an aspiration which, if achieved, can only but advance the interests of justice. A poorly drawn pleading, on the other hand, which does not tell a coherent story in a well-ordered structure will fail to achieve the central purpose of the exercise namely, communication of the essence of the case which is sought to be advanced.”
48. It has previously been held that a court may validly determine an unpleaded issue where evidence is led by the parties and from the course followed at trial it appears that the unpleaded issue has been left to the court to decide as held in the case of Odd Jobs –v- Mubia [1970] EA 476, by the East African Court of Appeal.
49. The decision of the East African Court of Appeal was embraced by its successor, the Court of Appeal of Kenya in Vyas Industries -vs- Diocese of Meru [1982] KLR 114, where the court held that
- “The circumstance in which an unpleaded issue can become an issue in a suit is a question which was considered in Odd Jobs -vs- Mubia [1970] EA 476 in which it was held that:-
- a. A court may base its decision on an unpleaded issue if it appears from the court followed at the trial that the issue had been left to the court for decision.
  - b. On the facts the issue had been left for decision by the court as the advocate for the appellants led evidence and addressed the court on it.”
50. As I have said earlier in this judgement; the issue of Line 2 passing through the suit premises was an issue that was raised by both parties and extensively discussed and eventually left for the court to determine. Again as I noted, the issue was discernable from the amended plaint.
51. I need add that the discovery of Line 2 passing through the Plaintiff’s property arose as a consequence of the Defendant’s action of attempting to lay Line 4 through the suit premises. It may be logically stated that the issue about Line 2 is so closely connected with that on Line 4 that it forms part of the same transaction. It is therefore not only relevant and material but also one of the main issues in this case.
52. The court’s finding is that the Plaintiff indeed has a valid cause of action against the Defendant with regard to Line 2.
53. The existence of the pipeline 2 through the Plaintiff’s land is not in dispute. It is obvious from the evidence laid before this court that the Defendant inadvertently laid the pipeline through the Plaintiff’s land instead of passing it through wayleave granted to them by Kenya Railways Corporation. Upon discovery of the mistake, the Defendant should have taken appropriate steps to reroute the pipeline from the Plaintiff’s land. To date the Defendant has not taken any action thereby interfering with the Plaintiff’s use of its land.
54. The Plaintiff has since the year 2010 been unable to use the land for the purpose for which it to intended to after the discovery that pipeline 2 passed through it. With an oil pipeline passing through its land, the Plaintiff cannot use the land for the intended purpose until and unless the pipeline is rerouted. All that the Plaintiff has been able to do is grow trees – 1,500 trees, as confirmed by the valuer (DW2).



55. Though the Defendant's argument is that it is not liable to compensate the Plaintiff because Line 2 was laid through the suit premises before it was allocated to the Plaintiff, it is clear from the evidence before the court that the Defendant laid the line outside the wayleave granted to it by Kenya Railways Corporation. The wayleave did not extend to what would become the Plaintiff's land. No evidence has been adduced to show that the land allocated to the Plaintiff and now comprising the suit premises was at any one time owned by Kenya Railways Corporation. There was no easement registered over that land. How then could the Plaintiff have known that Line 2 passed over the land as the Defendant suggests? Even the Defendant itself was not aware of that fact prior to the year 2010.
56. As far as the Defendant knew, Line 2 passed through the wayleave granted to them by the Kenya Railways Corporation and not through the Plaintiff's land. The Line 2 cannot therefore be said to have been a lawful encumbrance over the suit premises.
57. The testimony of the Defendant's witness too confirmed the position of the existence of line 2 through the suit premises covering an approximate length of 125 metres from the point of entry to the point of exit.
58. Essentially therefore, the Plaintiff being the lawful proprietor of this property is entitled to compensation in form of mesne profits for all that time that it has been denied use of the suit premises.
59. In the case of Attorney General –vs- Halal Meat Products Ltd [2016] eKLR, the court of Appeal stated that;
- “It follows therefore that where a person has been deprived of his property he/she is entitled to damages known as mesne profits for loss conferred as a result of the wrongful period of occupation of his/her property by another.”
60. The Plaintiff placed evidence by the valuer who testified as PW2 explaining the basis of its claim for mesne profits of Kshs.51,734,160/- as at 22<sup>nd</sup> December 2022. The valuer produced the rental assessment report as an exhibit in support of the Plaintiffs case. The Defendant did not call a witness to contradict the assessment by the Plaintiff's witness.
61. The basis of the valuation according to the valuer was the realizable rental values of similar premises within close proximity of the suit premises. The valuer used 'comparables' of 3 other properties in close proximity of the suit premises. The standard rate of rental escalation for similar commercial premises is 100% every two years. The figure of Kshs.51,734,160 is tabulated from November 2010 to December 2022.
62. I am persuaded that the Plaintiff is entitled to the mesne profits at the figure of Kshs.51,734,160/- as pleaded. However, from this figure must be discounted the value of the 1,500 trees on the land valued at Ksh.1,200/= (according to the valuer) making a total of Ksh.1,800,000/=.
63. In mesne profits therefore, the court awards the Plaintiff kshs.49,934,160/= (after discounting the value of the trees), with interest at court rates from the date of this judgment until payment in full.
64. The Plaintiff has additionally prayed for punitive and general damages for trespass. It is trite law that where a party claims for both mesne profits and damages for trespass the court can only grant one and not both.



65. The court in the case of Kenya Hotel Properties Ltd –vs- Willesden investment Ltd [2009] eKLR, held that;
- “once the learned Judge made the award under the subhead ‘mesne profits’ there was no justification for him awarding on further Kshs.10 million under the subhead ‘trespass’ since both mean one and the same thing.”
66. The claim for general damages for trespass must therefore fail.
67. On punitive damages, the Plaintiff has not established any aggravating factors to justify the award of punitive damages. I accordingly disallow the same.
68. As regards the prayers for mandatory and permanent injunction alongside the alternative prayer for compensation for the suit premises at the current market value, it is not in doubt that the presence of Pipeline 2 (which is an Oil Pipeline) has prevented the Plaintiff from quiet possession and enjoyment of its land. Since the Defendant has not expressed willingness to acquire the Plaintiff’s land, it is only appropriate that they reroute the pipeline 2 to the wayleave that they had already been granted by Kenya Railways Corporation. The court cannot force the Defendant to acquire the Plaintiff’s land though the law off course allows for compulsory acquisition of land where necessary. Should that need arise, the Defendant should follow the law accordingly.
69. The court takes judicial notice that the Defendant is a State Corporation. Availability of monies for purposes of rerouting the pipeline as ordered by the court is therefore subject to the national budget cycle. This being the month of May, a few months to the end of the financial year, the Defendant may practically only be in a position to raise money for purposes of rerouting the pipeline in the month of September. Accordingly, I will allow the Defendant a grace period of six (6) months from the date of this judgment to reroute all its pipelines from the Plaintiff’s property.
70. Accordingly, a mandatory injunction and a permanent injunction will issue in favour of the Plaintiff against the Defendant but after the grace period of six (6) months from the date of this judgement.
71. Finally on costs, the general rule is that costs follow the event. I see no reason to deviate from the general rule. I accordingly award the costs of this suit to the Plaintiff against the Defendant with interest at court rates from the date of assessment until payment in full.

## **Conclusion**

72. The conclusion is that judgment is entered in favour of the Plaintiff against the Defendant in the following terms:
- A. The court awards the Plaintiff kshs.49,934,160/= being mesne profits (after discounting the value of the trees), with interest at court rates from the date of this judgment until payment in full.
- B. A mandatory injunction be and is hereby issued in favour of the Plaintiff against the Defendant directing the Defendant to reroute all its pipelines from the Plaintiff’s property; the parcel of Land known as L.R. No. 209/14687, within six (6) months (180 days) from the date of this judgment.
- C. A permanent injunction be and is hereby issued against the Defendant barring the Defendant by itself, its agents, servants and or employees from entering, digging, carrying any works and or in any way from interfering with the Plaintiff’s peaceful possession and enjoyment of the



suit premises, the parcel of Land known as L.R. No. 209/14687, subject to the grace period of six (6) months (180 days) from the date of this judgment.

- D. The costs of this suit are awarded to the Plaintiff against the Defendant with interest at court rates from the date of assessment until payment in full.

It is so ordered.

**JUDGEMENT DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 23<sup>RD</sup> DAY OF MAY, 2024.**

**M.D. MWANGI**

**JUDGE**

In the virtual presence of:

Mr. Mbanji for the Plaintiff

Mr. Ligami for the Defendant

Yvette: Court Assistant.

