



REPUBLIC OF KENYA



**Mbevo v Ngele & 2 others (Environment and Land Appeal  
E012 of 2022) [2024] KEELC 4854 (KLR) (13 June 2024) (Judgment)**

Neutral citation: [2024] KEELC 4854 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT MAKUENI  
ENVIRONMENT AND LAND APPEAL E012 OF 2022**

**TW MURIGI, J**

**JUNE 13, 2024**

**BETWEEN**

**JAMES KAMULA MBEVO ..... APPELLANT**

**AND**

**PETER NTHIANI NGELE ..... 1<sup>ST</sup> RESPONDENT**

**MALILI RANCH COMPANY LIMITED ..... 2<sup>ND</sup> RESPONDENT**

**BEATRICE NDUMBULA MUTUA, JOSEPHINE WAIRIMU KANYI AND ROSE  
KILOKO PETER (SUED AS THE LEGAL REPRESENTATIVES OF THE ESTATE  
OF THE LATE PETER MUTUA KANYI) ..... 3<sup>RD</sup> RESPONDENT**

*(Appeal against the Judgment of Hon. F. Makoyo delivered on the 23rd June  
2022, in Kilungu Principal Magistrate Court ELC Case No. 15 of 2019)*

**JUDGMENT**

1. By a Memorandum of Appeal dated 13<sup>th</sup> July 2022, the Appellant appealed against the Judgment of Hon. F. Makoyo delivered on the 23<sup>rd</sup> June 2022, in Kilungu Principal Magistrate Court ELC Case No. 15 of 2019 and set out twelve grounds of Appeal.

**Background**

2. The 1<sup>st</sup> Respondent had sued the Appellant by way of a Plaint dated 19<sup>th</sup> July, 2019 seeking the following orders:-
  1. A declaration that the Plaintiff is the bonafide allottee of the agricultural Plot No. 756 by the 1<sup>st</sup> Defendant.



2. A declaration that the sale of the agricultural Plot No.756 to the 3<sup>rd</sup> Defendant purportedly allotted to the 2<sup>nd</sup> Defendant by the 1<sup>st</sup> Defendant is based on fraudulent documents and therefore null and void.
  3. An order that the 3<sup>rd</sup> Defendant vacates and gives vacant possession of agricultural Plot No. 756 Malili in Makueni County.
  4. Mesne profits from the time of illegal and unlawful occupation until the time the 3<sup>rd</sup> Defendant gives up possession of the agricultural Plot No. 756 Malili Makueni County.
  5. Costs of the suit.
3. The 1<sup>st</sup> Defendant filed a statement of defence on 11<sup>th</sup> October 2019 denying the Plaintiff's claim.
  4. The 2<sup>nd</sup> Defendant filed a statement of defence dated 7<sup>th</sup> August denying the Plaintiff's suit. He urged the court to dismiss the Plaintiff's suit with costs.
  5. The 3<sup>rd</sup> Defendant/Appellant filed a Statement of Defence dated 26<sup>th</sup> August, 2019 denying the Plaintiff's claim. He urged the court to dismiss the suit with costs.
  6. In the proceedings before the lower Court, the Appellant herein was the 3<sup>rd</sup> Defendant while the 1<sup>st</sup> Respondent was the Plaintiff.

After the trial, the Learned Trial Magistrate delivered his judgment on 23<sup>rd</sup> June, 2022 in the following terms:-

- a. A declaration does hereby issue that the Plaintiff is the bonafide allottee of the agricultural Plot No. 756 by the 1<sup>st</sup> Defendant;
  - b. A declaration does hereby issue that the sale of agricultural Plot No. 756 to the 3<sup>rd</sup> Defendant purportedly allotted to the 2<sup>nd</sup> Defendant by the 1<sup>st</sup> Defendant is based on fraudulent documents and therefore null and void;
  - c. An order does hereby issue that the 3<sup>rd</sup> Defendant vacates and gives vacant possession of agricultural Plot No. 756 Malili in Makueni within ninety (90) days of the date of this judgment;
  - d. The costs of the suit awarded to the Plaintiff.
7. The Appellant being dissatisfied with the trial magistrate judgment filed this Appeal vide the Memorandum of Appeal dated 13<sup>th</sup> July 2022 on the following grounds: -
    - a. That the Learned Magistrate erred in fact and law in failing to hold that agricultural Plot No. 756 is non-existent.
    - b. That the Learned Magistrate erred in law and in fact by holding that the Appellant was the 2<sup>nd</sup> Defendant when in fact he was the 3<sup>rd</sup> Defendant.
    - c. That the Learned Magistrate erred in fact and law by considering extraneous factors while deciding the case.
    - d. That the Learned Magistrate erred in law and fact by shifting the burden to prove fraud to the Appellant and the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents when in fact it was the first Respondent who had the onus of proving the fraud he had alleged on the part of the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents



- e. That the Learned Magistrate erred in law and in fact by holding that the 3<sup>rd</sup> Respondent used his position to obtain ownership documents to the suit land when there was no evidence tendered to that effect.
  - f. That the Learned Magistrate erred in law and fact by shifting the burden of proof to the Appellant, the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents when in fact they were Defendants.
  - g. That the Learned Magistrate erred in law and by impugning fraud on the part of the Appellant when in fact the 1<sup>st</sup> Respondent had not pleaded any fraud and/or particulars of fraud on the part of the Appellant.
  - h. That the Learned Magistrate erred in law and fact by failing to consider the evidence tendered by the Appellant before arriving at its finding.
  - i. That the Learned Magistrate erred in law and fact by failing to hold that the Appellant was a bona fide purchase for value without notice of any fraud thus his title deed is indefeasible.
8. The Appellant prayers are that:-
1. That the judgment of the court delivered on 23<sup>rd</sup> June 2022 and any subsequent order and/or decree be set aside and the 1<sup>st</sup> Respondent's case before the trial court be dismissed with costs.
  2. That the costs of this appeal and the suit in the trial court be awarded to the Appellant.
9. The parties were directed to canvass the Appeal by way of written submissions.

### **The Appellant's Submissions**

10. The Appellant's submissions were filed on 16<sup>th</sup> November, 2023.
- On his behalf, Counsel submitted that the learned trial magistrate erred in law and fact by failing to find that agricultural Plot No. 756 was non-existent. Counsel submitted that the Appellant had adduced evidence to show that he is the registered proprietor of L.R. No. Konza North/Konza North Block 2 (Malili) having purchased the same in the year 2007.
11. Counsel further submitted that the learned trial magistrate erred in law and fact by holding that the Appellant was the 2<sup>nd</sup> Defendant when in fact, he was the 3<sup>rd</sup> Defendant. Counsel contended that the error would lead to confusion in the interpretation and implementation of the judgment.
12. Counsel submitted that the trial court erred in law and fact by failing to hold that the 2<sup>nd</sup> Respondent was the custodian of the ownership records. Counsel submitted that the 2<sup>nd</sup> Respondent's evidence was conclusive proof that the 1<sup>st</sup> Respondent did not ballot for a plot and that no land was allocated to him. Counsel further submitted that the 2<sup>nd</sup> Respondent sanctioned the sale of agricultural Plot No. 756 to the Appellant. Counsel contended that the documents produced by the 1<sup>st</sup> Respondent were forgeries because they did not emanate from the 2<sup>nd</sup> Respondent's offices.
13. Counsel submitted that the trial court erred in law by shifting the burden of proof to the Respondents on the claim of fraud as the burden lay on the Plaintiff. Counsel contended the trial court erred in law and fact since the 1<sup>st</sup> Respondent did not plead and prove fraud against the Appellant.
14. Counsel further submitted that the 1<sup>st</sup> Respondent did not adduce any evidence to show that the 3<sup>rd</sup> Respondent had used his position to acquire the ownership documents in respect of the suit property.



15. Counsel submitted that the trial court failed to take cognizance of the fact that the Appellant was a bona fide purchaser for value without notice and as such his title deed is indefeasible. It was submitted that the Appellant was not privy to the internal operations of the 2<sup>nd</sup> Respondent or any fraud that may have taken place. Counsel further submitted that the learned trial magistrate failed to appreciate the fact that the Appellant had won a case at the High Court between himself and the persons who had purportedly purchased the suit property from the 1<sup>st</sup> Respondent.
16. Concluding his submissions, Counsel urged the Court to allow the appeal as prayed. To buttress his submissions, Counsel relied on the following authorities: -
  - i. Abok James Odera T/A A.J Odera & Associates v John Patrick Machira T/A Machira & Co. Advocates [2013] eKLR
  - ii. Arthi Highway Developers Limited v West End Butchery Limited & 6 others [2015] eKLR

### **The 1<sup>st</sup> Respondent's Submissions**

17. The 1<sup>st</sup> Respondent's submissions were filed on 15<sup>th</sup> November, 2023. On his behalf, Counsel submitted on the grounds set out in the Memorandum of Appeal.
18. On the first ground, Counsel submitted that the existence of agricultural Plot No. 756 was not extinguished by the issuance of the title deed for the suit property. Counsel argued that the process of acquiring the title deed by the Appellant was fraudulent and that the trial magistrate correctly held as such.
19. On the second ground, Counsel submitted that DW1 and DW2 did not explain in their evidence the reason for the apparent superimposed writing on the ballot card issued to Muema Mutiso, the alleged original allottee of the suit property or the absence of the original share certificate for the said allottee and yet they had admitted that it was one of the key documents held by all the members of the 2<sup>nd</sup> Respondent.
20. On the third ground, Counsel submitted that the Plaintiff particularized the elements of fraud on the part of 2<sup>nd</sup> and 3<sup>rd</sup> Respondents. According to Counsel, the documents produced by the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents raised doubts on their veracity which led the trial court to conclude that they had been doctored.
21. Counsel submitted the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents pleaded in their defence that the 1<sup>st</sup> Respondent fraudulently obtained his ballot card and allotment letter. Counsel contended that the Defendants failed to discharge their burden of proof.
22. On the fourth ground, Counsel submitted that the epicentre of the dispute herein is the manner in which the 2<sup>nd</sup> Respondent facilitated the double allocation of the suit property. Counsel submitted that the 2<sup>nd</sup> Respondent did not explain the discrepancies apparent on the face of the Appellant's records. Counsel submitted that it was erroneous for the Appellant to make the assumption that, being the custodian of the documents, the evidence of the 2<sup>nd</sup> Respondent was conclusive proof.
23. On the fifth ground, Counsel submitted that it was a clerical error on the part of the trial court to hold that the Appellant was the 2<sup>nd</sup> Defendant when he was the 3<sup>rd</sup> Defendant.
24. Counsel submitted that the court should disregard the sixth ground of appeal as it does not hold water.



25. On the seventh ground, Counsel submitted that in view of the evidence tendered, it was not illogical for the trial court to arrive at the finding that the 3<sup>rd</sup> Respondent used his position as the director of the 2<sup>nd</sup> Respondent to obtain ownership documents in respect of the suit property.
26. On the 8<sup>th</sup> ground, Counsel submitted that the trial court made the finding that the 3<sup>rd</sup> Defendant's ownership of the suit property was marred with irregularities because the documents produced by the Defendants were tampered with and the witnesses could not explain the said irregularities.
27. Concluding his submissions, Counsel relied on Section 26 (1) of the *Land Registration Act*, 2012 to submit that the 1<sup>st</sup> Respondent had demonstrated that the acquisition of the suit property by the Appellant was illegal and unprocedural and therefore the trial court was right in impeaching the Appellant's title. Counsel urged the court to dismiss the Appeal with costs.

### **Analysis And Determination**

28. I have considered the entire material on the record of appeal and the respective submissions. Although the Appellant raised twelve (12) grounds of appeal, the Court is of the opinion that the Appeal may conclusively be determined on the following two (2) grounds:-
  - i. Whether the learned trial magistrate erred by shifting the burden of proof to the Respondents
  - ii. Whether the trial magistrate analyzed the evidence on record before arriving at his decision
29. The principles which guide a first Appellate Court were discussed in the case of *Selle & Another Vs Associated Motor Boat Company and Others* (1968) 1 EA 123 where the Court of Appeal set out the duty of Appellate Courts as follows:-

“An appeal to this court from a trial court by the High Court is by way of a retrial and the principles upon which this court acts in such an appeal are well settled. Briefly put they are that this court must reconsider the evidence, evaluate itself and drive its own conclusions though it should always bear in mind that it has neither seen nor heard the witnesses and should make due allowance in this respect. In particular, this court is not bound necessarily to follow the trial judge finding of fact if it appears either that he has clearly failed on some point to take account of particular circumstances or probabilities materially to estimate the evidence or if the impression on the demeanour of a witness is inconsistent with the evidence in the case generally.”

### **Whether the learned trial magistrate erred by shifting the burden proof to the respondents**

30. PW1 Peter Nthiani Ngele the 1<sup>st</sup> Respondent herein, testified that, he was allocated commercial Plot No. 2285 and agricultural Plot No. 2409 by virtue of being a shareholder in the 1<sup>st</sup> Defendant's company. He went on to state that in the year 2010, he sold his plot to third parties. That when the purchasers went to take possession of the plot, they found the 3<sup>rd</sup> Defendant in occupation of the same. According to PW1, the document used to confer ownership of the suit property to the 3<sup>rd</sup> Defendant were fraudulently acquired.
31. DW1 Maurice Mate Musyoka testified that he is the administrator of the 2<sup>nd</sup> Defendant's Estate. It was his testimony that his father an agent to Muema Mutiso the owner of the suit property.
32. DW2 the Appellant herein testified that vide a sale agreement dated 24/02/2007, he purchased the suit property for Kshs. 400,000/= from Muema Mutiso through his agent Peter Mutua Kanyi. That upon execution of the agreement, Peter Mutua Kanyi gave him the allotment letter for the suit property and



- a ballot card in the name of Muema Mutiso. That upon payment of the requisite transfer fees, the 1<sup>st</sup> Defendant transferred the suit property in his name.
33. DW3 Leonard Chania a Director of Malili Ranch Limited testified that according to their records Plot No. 756 was allotted to Muema Mutiso member No 51284. He testified that Muema Mutiso later sold the plot to the 3<sup>rd</sup> Defendant and the property was eventually transferred to the 3<sup>rd</sup> Defendant after he paid the requisite transfer fees. He denied the allegations that the Plaintiff is the owner of the suit property and asserted that the Plaintiff's documents were forgeries.
  34. The Appellant faulted the trial magistrate for shifting the burden of proving fraud to the Respondents herein.
  35. The 1<sup>st</sup> Respondent testified that the Defendants fraudulently acquired the suit property.
  36. It is a principle of law that whoever lays a claim before the court against another has the burden to prove it. Section 107 of the Evidence Act leaves no doubt on the question of the burden of proof. It provides 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'.
  37. The record shows that the 1<sup>st</sup> Respondent at paragraph 10 of his plaint, pleaded fraud against the 1<sup>st</sup> and 2<sup>nd</sup> Respondents in the following terms: -
    10. The Plaintiff maintains that he is the lawful allottee of the suit Plot by the 1<sup>st</sup> Defendant and therefore the documents held by the 2<sup>nd</sup> Defendant and used to confer ownership to the 3<sup>rd</sup> Defendant are illegal and obtained fraudulently.
 

Particulars of fraud by the 1<sup>st</sup> Defendant

      - a. Issuing allotment letter to the 2<sup>nd</sup> Defendant while it knew or ought to have known that the Plaintiff was already issued with the documents of ownership.
      - b. Knowingly and deliberately double allocating the Plaintiff's suit plot to the 2<sup>nd</sup> Defendant.
      - c. Dispossessing the Plaintiff of the suit plot.
      - d. Conniving with the 2<sup>nd</sup> Plaintiff to defraud the Plaintiff the suit plot.

Particulars of fraud by the 2<sup>nd</sup> Defendant

      - a. Colluding and conniving with the 1<sup>st</sup> Defendant to disposes the Plaintiff the suit plot.
      - b. Knowingly using forged documents to sell the suit plot to the 3<sup>rd</sup> Defendant.
      - c. Purporting to sell the Plaintiff's suit plot to the 3<sup>rd</sup> Defendant while aware that the plot was already allotted to the Plaintiff.
      - d. Obtaining money by falsely presenting to the 3<sup>rd</sup> Defendant documents which he knew or ought to have known were not valid."
  38. To demonstrate fraud, 1<sup>st</sup> Respondent relied on the particulars of fraud in support of his evidence and produced an allotment letter, a ballot card, a share certificate and a sale agreement.



39. The Appellant equally produced an allotment letter, a ballot card, a sale agreement in his favour, proof of payment of purchase price and a title deed.
40. In paragraph 7 of his defence, the Appellant replied to the allegations of fraud as follows: -
- “The 3<sup>rd</sup> Defendant denies the contents of paragraph 10 of the Plaint and specifically that the Plaintiff is the lawful allottee of the suit plot by the 1<sup>st</sup> Defendant and that the documents used by the 2<sup>nd</sup> Defendant to transfer ownership of agricultural plot No. 756 to the 3<sup>rd</sup> Defendant are illegal and obtained fraudulently and further states that the suit is time barred since the Plaintiff discovered the alleged fraud in 2013 and never filed any suit in court since 2013, puts the Plaintiff into strict proof thereof.”
41. From the foregoing, it is clear that the Appellant rebutted the specific particulars of fraud which the 1<sup>st</sup> Respondent pleaded against the 1<sup>st</sup> and 2<sup>nd</sup> Defendants in respect of the suit property.
42. Black’s law dictionary defines fraud as:-
- “A knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment.”
43. In the case of *Vijay Morjaria v Nansingh Madhusingh Darbar & Another [2000] eKLR (Civil Appeal No. 106 of 2000)* 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.”
44. Similarly, in the case of *Kinyanjui Kamau Vs George Kamau [2015] eKLR* the Court of Appeal held that:-
- “...it is trite law that any allegations of fraud must be pleaded and strictly proved. See *Ndolo Vs Ndolo [2008]1 KLR (G & F) 742* wherein the court stated that: “...we start by saying that it was the Respondent who was alleging that the will was a forgery and the burden to prove that allegation lay squarely on him. Since the Respondent was making a serious charge of forgery or fraud, the standard of proof required of him was obviously higher than that required in ordinary civil cases, namely proof upon a balance of probabilities; but the burden of proof on the Respondent was certainly not one beyond a reasonable doubt as in Criminal Cases...”
45. The Appellant testified that he strongly believed that the documents relied upon by the Plaintiff were not genuine as the Plaintiff’s signature in the sale agreement does not match with the signature in his allotment letter. In a nutshell, the Appellant challenged the 1<sup>st</sup> Respondent’s documents on the ground that they were forgeries. Having adduced evidence in respect of his claim over the suit property,



the evidentiary burden shifted to the Defendants to disprove the Plaintiff's claim to the suit property. Section 109 of the Evidence Act provides as follows: -

“The burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person.’

46. In cross examination the Appellant stated as follows:-

“There are 3 number in my allotment letter and two are cancelled. I do not know who cancelled the numbers.....This is the ballot card with Muema Mutiso's name. I would not know whether Muema Mutiso's name and number were super imposed on the card. The card has no ID number....”.

47. In his examination in chief, DW3 a Director of the 2<sup>nd</sup> Respondent confirmed that the 1<sup>st</sup> Respondent is one of their members. DW3 informed the trial court that at the time when the letter of allotment was issued to the 1<sup>st</sup> Respondent, the Chairman of the 2<sup>nd</sup> Respondent was one Munuka while the Secretary one Kilonzo.

48. The 1<sup>st</sup> Respondent's allotment letter was signed by one Mr. Kilonzo who is a Director of the 2<sup>nd</sup> Respondent. On cross examination, DW3 testified that he did not have a sample of an allotment letter nor evidence to show that the 1<sup>st</sup> Respondent never balloted for the suit property.

49. Whereas it was DW3's evidence that the 1<sup>st</sup> Respondent's documents were forgeries, the witness did not call one Mr. Kilonzo whom he confirmed was still a director of the 2<sup>nd</sup> Respondent to corroborate his evidence.

50. The Appellant and his co-defendants were unable to sustain the claim of forgery having failed to corroborate their oral evidence.

51. Besides their claim of forgery in the 1<sup>st</sup> Respondent's documents, the Defendants did not adduce any evidence to show that they made a report to the police to conduct forensic examination of the said forgeries.

52. The Appellant did not adduce any evidence to corroborate the claim of forgery or to sufficiently explain the irregularities in his documents. He failed to discharge the burden of proof which had shifted to him in accordance with Section 108 of the Evidence Act which provides as follows: -

“The burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side.

53. As correctly held by the trial magistrate, the Appellant was unable to explain the alterations on the allotment letter as well as the irregularities in the ballot card. It is clear crystal that Muema Mutiso's name was superimposed on the ballot card and the same did not bear his identity card number. The trial magistrate held and correctly so that the 1<sup>st</sup> Respondent's documents were free from alteration. The trial magistrate was reasonably persuaded in the 1<sup>st</sup> Respondent's claims of fraud against the Appellant and his Co-defendants.

54. The trial court took into account all the considerations in arriving at the finding that the Respondents were liable for allegations of fraud pleaded against them.



**Whether the learned trial magistrate analyzed the evidence on record in arriving at his decision**

55. The Appellant contended that the trial magistrate erred in failing to hold that plot no 756 Is non-existent. The Appellant further contended that he is the registered owner of the suit property. Section 26 of the Land Registration Act, 2012 provides as follows: -

‘26. (1) The certificate of title issued by the Registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge, except—

- (a) on the ground of fraud or misrepresentation to which the person is proved to be a party; or
- (b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.’

56. In his finding, the trial magistrate stated as follows in part:-

“It is my finding from the above analysis held that the 3<sup>rd</sup> Defendant’s acquisition of the suit property was marred with irregularities and illegalities of a magnitude that fraud cannot be ruled out.”

57. The trial magistrate concluded by stating that the Appellant fraudulently acquired the suit property. The Appellant’s title was issued on the basis of the letter of allotment together with the ballot card. The said letter of allotment and ballot card were marred with irregularities which the Appellant failed to explain. In the case of *Munyu Maina V Hiram Gathiha Maina* [2013] eKLR, the Court of Appeal held 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.

58. In the matter at hand, I find that the Appellant did not prove the root of his title.

59. On the issue that the trial magistrate erred by indicating the Appellant as the 2<sup>nd</sup> defendant while he was the 3<sup>rd</sup> Defendant, I find that the error does not go to the substance of the judgment and can be cured by amendment.

60. In the end, I find that the trial magistrate analyzed the evidence in arriving at his decision.

61. The upshot of the foregoing is that the Appeal herein is devoid of merit and the same is dismissed. Each part to bear its own costs.

.....  
**HON. T. MURIGI**

**JUDGE**



**JUDGMENT DATED, SIGNED AND DELIVERED VIA MICROSOFT TEAMS THIS 13<sup>TH</sup> DAY OF JUNE, 2024.**

In the presence of:

Ms. Muthoki for the Appellant

Court Assistant Kwemboi

