



**Maina & another (Suing as Administrators of the Estate of Njoki Maina) v Maina & 4 others
(Environment & Land Case 127 of 2014) [2024] KEELC 5827 (KLR) (31 July 2024) (Judgment)**

Neutral citation: [2024] KEELC 5827 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 127 OF 2014**

OA ANGOTE, J

JULY 31, 2024

BETWEEN

NANCY WANJIKU MAINA 1ST PLAINTIFF

JANE NJERI NJOROGE 2ND PLAINTIFF

SUING AS ADMINISTRATORS OF THE ESTATE OF NJOKI MAINA

AND

JANE WAIRIMU MWANGI 1ST DEFENDANT

**JOEL MAINA MWANGI (SUED AS ADMINISTRATORS OF THE ESTATE OF
JAMES MWANGI MAINA) 2ND DEFENDANT**

JOHN NJUGUNA NJOROGE 3RD DEFENDANT

LAND REGISTRAR NAIROBI 4TH DEFENDANT

BERNARD NGETHI KIHAGI 5TH DEFENDANT

JUDGMENT

1. Through an Amended Complaint dated 17th May 2018, the Plaintiffs have sought the following reliefs:
 - a. A declaration that Njoki Maina (Deceased) is the lawful owner of the suit property known as LR No. Nairobi/Block/119/603 previously plot number 677 Githurai Ting'ang'a Company Ltd. In the alternative that LR No. Nairobi/Block/119/603 was held by James Mwangi Maina (deceased) in trust for Nancy Wanjiku Maina, Jane Njeri Njoroge, Florence Muguru, Rose Watiri and Freciah Wairimu (children of the deceased).
 - b. A nullification and or cancellation of title of the suit property LR No. Nairobi/Block/119/603 in the name of the 2nd and 3rd Defendants.



- c. A permanent injunction restraining the 2nd and 3rd Defendants by themselves, their agents, servants, employees, assigns, personal representatives or otherwise from evicting the Plaintiff and siblings and encroaching upon, trespassing onto, digging, alienating or disposing of or in any way whatsoever dealing or interfering with the suit property.
 - d. General damages.
 - e. Costs of the suit.
 - f. Interest of (d) and (e).
 - g. Any other relief that this honourable court deems fit.
2. The Plaintiffs aver that Njoki Maina (deceased) was shareholder no. 128 of Githurai Ting'ang'a and was allotted the plot currently bearing reference number Nairobi/Block/119/603; that Njoki Maina converted the suit property into a family home where all children and grandchildren were raised and that Njoki Maina died in 1979 and at that time, James Mwangi Maina was a minor and residing on the suit property.
 3. According to the Plaintiffs, the deceased left five daughters and one son as beneficiaries; that they thereafter petitioned and received a grant for letters of administration of the Estate of Njoki Maina, issued in Succession Case No. 712 of 2010 and that the said letters of administration have not been confirmed.
 4. The Plaintiffs averred that James Mwangi Maina, the deceased's only son, and the 1st Defendant illegally, irregularly and or fraudulently transferred the suit property without letters of administration to their names.
 5. The Plaintiffs further contend that James Mwangi Maina fraudulently transferred the suit property to the 2nd and 3rd Defendants by entering into a sale agreement without letters of administration contrary to the law and misleading the 2nd and 3rd Defendants that they had a good title to the property when they had none.
 6. According to the Plaintiffs, the greater family, elders, James Mwangi Maina and the 1st Defendant held several meetings with Githurai Area Chief and confirmed that Njoki Maina (deceased) was the original owner of Plot No. 677 and all her children were beneficiaries.
 7. They assert that the 2nd and 3rd Defendants, without exercising due diligence, and ignoring the caution, restrictions and warnings placed on the suit land, went ahead to purchase the same and that the 2nd and 3rd Defendants are threatening to evict the 1st Plaintiff and her siblings from the suit property, which they have called home for more than 40 years.
 8. The 1st, 2nd and 3rd Defendants, in their Defence and Counterclaim dated 17th July 2018, averred that the suit property has all through been registered in the name of James Maina Mwangi, who was the deceased's husband and who resided on the property during his lifetime; that the suit property had never been registered in the name of Njoki Maina (deceased) and therefore the Law of Succession Act was not applicable as alleged and that the suit property was transferred to her late husband, James Mwangi Maina, by Githurai Ting'ang'a Ltd in 1993.
 9. The 1st Defendant averred that they were residing on the suit property together with her husband and the Plaintiff and her sisters have been residing elsewhere; that they only started residing on the suit property after her husband's death and that her husband entered into a sale agreement with the 2nd and 3rd Defendants in 2010, but he passed on in May 2010 and thereafter, her and her son, as the



administrators of James Maina's estate entered into another agreement for transfer of the suit property to the 2nd and 3rd Defendants.

10. The 1st Defendant asserts that the suit property legally belongs to the 2nd and 3rd Defendants who legitimately bought the same; that the Defendants instructed their Advocates on record to remove the caution and relevant notices and the relevant notices were issued to the Plaintiffs, to which they did not respond and that the caution was therefore procedurally and lawfully removed by the Registrar of Lands.
11. The Defendants aver that the Plaintiffs having been aware of the transfer of the suit property to the deceased in 2002, the present claim is bad in law as it has been brought out of the limitation period and that the Plaintiff ought to have sued Githurai Ting'ang'a Ltd which transferred the suit property to the 1st Defendant's late husband, and failure to do so makes this suit defective.
12. In their counterclaim, the Defendants assert that the Plaintiffs have not established any right of ownership to the land or any legal right to interfere with the quiet user and enjoyment of the 2nd and 3rd Defendants' property and that the 1st Defendant and her son, as Administrators of the Estate of James Mwangi Maina legally and rightfully disposed by way of sale and transfer of the suit land to the 2nd and 3rd Defendants for valuable consideration and were under an obligation to give vacant possession of the land without encumbrances.
13. The Defendants contend that the Plaintiffs are trespassers on the suit property and any structures on the suit property should be removed and the trespassers evicted. The Defendants therefore seek that the Plaintiffs' suit against them be dismissed and the following orders be granted to them:
 - a. An order for eviction removing the Plaintiffs, their servants, and/or agents together with any structures illegally erected on the 2nd and 3rd Defendants' parcel of land LR No. Nairobi/Block 119/602.
 - b. A permanent injunction restraining the plaintiffs either by themselves, their agents or servants from trespassing or in any other way from interfering with the 2nd and 3rd Defendants rights to their property LR No. Nairobi/Block 119/602.

Hearing and Evidence

14. PW1, Nancy Wanjiku Maina, relied on her statements dated 4th February 2014 and 16th June 2017. In her statements, she averred that when the children of Njoki Maina realized that their brother was the registered proprietor of the suit property, they caused a caution to be placed on the land and that although the Defendants were aware of the dispute over the land, they proceeded to remove the caveat without involving them and proceeded to sell the suit property to the 2nd and 3rd Defendants.
15. PW1 asserted that the sale agreement dated 11th January 2011 by James Maina Mwangi was defective in form and substance and incapable of implementation because he died shortly after and that the agreement between Jane Wairimu Mwangi and Joel Mwangi Maina purported to enter into an agreement with the 2nd and 3rd Defendants without letters of administration with respect to the Estate of James Mwangi Maina was unlawful.
16. The Defendants adduced the testimony of two witnesses. DW1, the 1st Defendant, relied on her witness statement dated 22nd December 2015 as her evidence in chief. She also produced a bundle of documents as DEXB1. She testified that James Mwangi Maina was her husband; that the suit property belonged to her husband and that the suit property was transferred to her late husband by Githurai Ting'ang'a Ltd in 1993 and this was with the knowledge of the Plaintiff and her sisters.



17. DW1 averred that she and her husband were residing on the suit property and the Plaintiff and her sisters were residing elsewhere; that her late husband sold the suit property to Bernard Kihagi and John Njuguna, but he died soon after; that together with her son as administrators of the deceased's estate, they entered into another agreement with the 2nd and 3rd Defendants and that the property was subsequently transferred to them.
18. DW1 stated that the Plaintiff and her sisters invaded the suit property after the demise of her husband and kicked her out and that in the succession cause of the late Njoki Maina, which was after her husband had passed on, they never included her and her family as beneficiaries of the deceased's estate.
19. During cross-examination, DW1 stated that her and her late husband moved out of the suit property and went to Ruiru and the late James Mwangi would collect rent from the suit property; that she was not sure if in 2011 they had applied for letters of administration and that the purchasers have never taken possession of the land.
20. DW2, the 3rd Defendant, relied on his statement dated 22nd December 2015 as his evidence in chief. He asserted that in 2010, the 2nd and 3rd Defendants entered into a sale agreement with James Mwangi Maina for the suit property for Kshs. 2,000,000 and that at the time of executing the agreement, James Mwangi Maina was the registered owner of the suit property and was paid a deposit of Kshs. 1,000,000.
21. It was the evidence of DW2 that they had to enter into a further agreement with the 1st Defendant and her son so as to be able to finalize the sale transaction; that subsequently, the said Jane Wairimu Mwangi and Joel Maina Mwangi petitioned for Letters of Administration of the Estate of the late James Mwangi Maina in Succession Cause No. 1243 of 2011 and that a Certificate of Confirmation of Grant was subsequently issued and the property was to be transferred to them.
22. DW2 stated that their advocates prepared transfer forms but the same could not be lodged as there was a caution registered on 14th May 2002 against the title by the Plaintiffs; that the cautioners failed to respond after being served by the Registrar of Lands and that as a result, the caution was removed.
23. DW2 stated that if at all the suit property was fraudulently registered in the name of James Mwangi Maina, the only persons who could have been answerable to that is Githurai Ting'ang'a Ltd and that the letter from the Chief in the Plaintiff's list of documents confirmed that James Mwangi Maina was the owner of the suit property.
24. During cross-examination, DW2 averred that he did due diligence before buying the land; that he carried out a search and visited the land before he bought it; that he noted that there was a caution by the sisters of the deceased; that he did not know the reasons for the same and that when he entered into the sale agreement with the deceased, no one was living on the suit property except the tenants.
25. DW2 testified that he entered into a further agreement with the deceased's wife and son on 1st December 2011, and that they had letters of administration.

Submissions

26. The Plaintiffs' Counsel submitted that there is uncontroverted evidence that the suit property belonged to the late Njoki Maina; that at the time of issuance of title deed to James Mwangi Maina on 24th October 1994, the owner was deceased and that the late James Mwangi could only have been registered to the exclusion of the other children.



27. Counsel relied on Section 82(b)(ii) of the *Law of Succession Act* and the case of Re Estate of Paul M’Maria (deceased) [2017] eKLR, where it was held that acquisition of immovable property in contravention of the *Law of Succession Act* is unlawful acquisition.
28. Counsel further submitted that the children of the deceased had claimed interest in the suit property as early as 2002 and the Registrar noted their interest by entering the caution against the title and that the agreement dated 11th January 2010 does not meet the provisions of Section 3(3) of the Law of Contract and Section 38 of the *Land Act*.
29. Counsel submitted that the late James Mwangi did not have the capacity to sale the land as he was holding the land as trustee, because the other siblings had a beneficial interest in the land and that the letters of administration of the Estate of James Mwangi Maina were obtained on 11th October 2011 and the 1st Defendant and her son sold the land as beneficial vendors without Letters of Administration.
30. Counsel for the 1st, 2nd and 3rd Defendants submitted that the suit is statute barred under Section 7 of the *Limitation of Actions Act*; that the suit property was transferred to James Mwangi Maina on 24th October 1994; that the Plaintiff filed this case in 2014, which is twenty years down the line; that the Plaintiffs were aware of the transaction because they registered the caution in May 2002 and that it is only fair that this suit be dismissed having being filed outside the limitation period. Counsel relied on the case of Haron Onyancha v National Police Service Commission & AG [2017] eKLR.
31. Counsel argued that James Mwangi Maina was the registered owner of the suit property LR No. Nairobi Block 119/603, which was transferred to him by Ting’ang’a Company limited and that the Plaintiffs did not adduce any evidence to show the connection between the suit property and Plot No. 677 or that Susana Njoki Maina is the same person as Njoki Maina.
32. Counsel submitted that the suit property was not held in customary trust as the property has never been registered in the name of the late Njoki Maina; that it is clear that James Mwangi Maina was residing on the property and collecting rents through Jomwan Commercial Agencies as established through the letter by the Chief and the Estate agent and that the sisters only invaded the suit property after the demise of James Mwangi.
33. Counsel submitted that the suit property was validly and legally transferred to the 2nd and 3rd Defendants and all legal processes were followed and that the Certificate of Confirmation of Grant issued in Succession Case No. 1243 of 2011 in the Matter of the Estate of James Mwangi Maina, which was used to transfer the suit property has never been challenged.
34. Lastly, it was submitted that the Plaintiff has not pleaded any fraud, misrepresentation or illegality on the part of the 2nd and 3rd Defendants so as to justify the claim for cancellation of title, as required under Section 26 of the *Land Registration Act*.

Analysis and Determination

35. This court has considered the pleadings, submissions and testimony adduced by the parties in this suit, the issues for the determination of the court are:
 - a. Whether the suit property is statute barred.
 - b. Whether James Mwangi Maina was lawfully registered as the proprietor of the suit property.
 - c. Whether the 1st Defendant lawfully sold the suit property to the 2nd and 3rd Defendants.



36. The Plaintiffs have filed this case on the basis that the suit property was allocated to the late Njoki Maina (deceased) by Githurai Ting'ang'a Company; that the suit property was fraudulently registered in the name of James Mwangi Maina and that the purported sale of the suit property by the 1st Defendant to the 2nd and 3rd Defendants was also fraudulent because the 1st Defendant had not been issued with letters of administration at the time of the sale.
37. The Defendants opposed the Plaintiff's case on the grounds that the suit is time barred under the *Limitation of Actions Act*; that the Plaintiffs having been aware of the transfer of the suit property to the deceased in 2002, the present claim is bad in law as it has been brought out of the limitation period and that the suit property has all through been registered in the name of James Maina Mwangi.
38. The 1st Defendant informed the court that the late James Mwangi Maina entered into a sale agreement with the 2nd and 3rd Defendants in 2010, but passed on in May 2010 and thereafter, her and her son, as the administrators of his estate entered into another agreement for the transfer of the suit property to the 2nd and 3rd Defendants.

Whether the suit is statute barred

39. The Defendants have submitted that the suit is statute barred under Section 7 of the *Limitation of Actions Act*; that the suit property was transferred to James Mwangi Maina on 24th October 1994; that the Plaintiffs filed this case in 2014, which is twenty years down the line; that the Plaintiffs were aware of the transaction having registered the caution in May 2002 and that it is only fair that this suit be dismissed having been filed outside the limitation period.
40. Section 7 of the *Limitation of Actions Act* stipulates that an action may not be brought by any person to recover land after the end of twelve years from the date on which the right of action accrued to him or if it first accrued to some person through whom he claims to that person.
41. Where an action is based on fraud, the limitation period is extended and does not begin to run until the Plaintiff has discovered such fraud. This is provided under Section 26 of the *Limitation of Actions Act*.
42. To ascertain whether this suit was filed out of time, we must first determine when the cause of action arose. The 1st Defendant asserts that James Mwangi Maina was registered as the legal proprietor of the suit property on 24th October 1994 and as at May 2002, the Plaintiffs were aware of the said transfer because they registered a caution against the title.
43. There is no dispute that indeed James Mwangi Maina was registered as the proprietor of the suit property on 24th October 1994. There is further no dispute that the Plaintiffs registered a caution against the title of the suit property on 14th May 2002. This establishes that by May 2002, the Plaintiffs had knowledge of the alleged fraud by their brother, James Mwangi Maina. It is at this point that the 12-year limitation period began to run, which period expired in May 2014. This suit was filed in February 2014, and was therefore filed within the stipulated timelines.
44. The suit is therefore not statute barred.

Whether James Mwangi Maina lawfully obtained title to the suit property

45. First, while the 1st, 2nd and 3rd Defendants initially indicated that James Mwangi Maina was husband to Njoki Maina, in the course of trial, this proved false. James Mwangi Maina was a son to the late Njoki Maina and was the husband to Jane Wairimu Mwangi and father to Joel Maina Mwangi. This is apparent from the witness statements sworn by the 1st and 2nd Defendants and the testimony they adduced in court.



46. This is also proved by the eulogy of the late James Mwangi Maina produced by the Plaintiffs in their bundle of documents dated 13th June 2014 and the letters from the chief dated 30th January 2009 and 5th March 2009.
47. The central question is whether James Mwangi Mania lawfully obtained title to the suit property, being LR No. Nairobi Block 119/ 603. The Plaintiffs contend that James Mwangi Maina misled Githurai Ting'ang'a Ltd that he was the only beneficiary of Plot No. 677 and that the allocation of title to him was contrary to the Law of Succession Act, the suit property having been transferred without letters of administration to the Estate of Njoki Maina and to the exclusion of his five sisters.
48. The Defendants have, on their part, claimed that the suit property has all through been registered in the name of James Maina Mwangi, who resided on the property during his lifetime; that the suit property had never been registered in the name of Njoki Maina (deceased) and therefore the Law of Succession Act was not applicable as alleged; and that the suit property was transferred to James Mwangi Maina by Githurai Ting'ang'a Ltd in 1993.
49. While Counsel for the Defendants submitted that the Plaintiffs did not adduce any evidence to show the connection between the suit property and Plot No. 677, the 1st Defendant has admitted in the Defence, in her witness statement and in her testimony in court, that the suit property was transferred to her husband by Githurai Ting'ang'a Limited.
50. It is a well accepted legal principal that a registered proprietor must prove the legality of how he acquired his title. This was held by the Court of Appeal in Munyu Maina vs Hiram Gathiba Maina, Civil Appeal No.239 of 2009 as follows:

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

51. This position was upheld by the Supreme Court in Dina Management Limited vs County Government of Mombasa & 5 others (Petition 8 (E010) of 2021) [2023] KESC 30 (KLR).
52. In Lucia Wambui Kariuki & amp; Another vs Grace Wanjiru & another [2022] eKLR, this court considered the ownership of land through a land buying company and the requisite documentation that is required to prove that one acquired title from a land-buying company. The court held as follows:

“It is not in dispute that the suit land originated from Githunguri Constituency Ranching Company Limited, a cooperative Company owned through membership. It incorporated Kenyans of all walks of life in the quest to acquire land and so it was basically a land buying company which acquired large chunks of land at the advent of Independence from the white settlers who were folding up their agricultural activities to return to their native countries. The members pay a membership fee to join and acquire shares in the company. The shareholding was critical as it was the basis of allocation of land. One would then be issued with a share certificate and various receipts for all manner of payments that was demanded for by the company. At the right time, the land would be surveyed by the land buying company and subdivided into smaller portions according to the number of its members and to cater for common utilities as and when desired by the membership. Membership was therefore denoted by the share certificate. The company would maintain



a register of members indicating their details, the share certificate number, plot number and such other details as may be peculiar to the membership.

Allocation of land would be through balloting. Members would then be issued with a ballot denoting the plot number balloted for. The instruments required to process the title therefore would be the share certificate, the ballot, the payment receipts and the clearance certificate by the company informing the Land Registrar that the holder of these documents is the rightful proprietor of the land. The ballot number must agree or correspond with the land reference number as shown on the Registry Index map, which denotes the land on the ground.”

53. In this case, the Defendants have not claimed that James Mwangi Maina was himself a member of Githurai Ting’anga Limited or that he held a plot number therein. No share certificate in the name of James Maina Mwangi was adduced to establish the same, nor any receipts, ballot or clearance certificate in his favor.
54. On the other hand, the late Njoki Maina is listed as a member of Githurai Ting’ang’a Company Limited and was member number 128. The Plaintiffs adduced a copy of a Share Certificate in favour of Susana Njoki Maina (Marechu), which indicates that she is the legal owner of Plot number 677.
55. This evidence validates the Plaintiffs’ suit, that the late Njoki Maina was the owner of Plot No. 677 which she purchased from Githurai Ting’ang’a Company Limited. From the testimonies of the parties, the identification of the suit property is not contested. The Plaintiffs assert that it is the same property which they have lived on since 1979.
56. PW1 testified that she moved out of the suit property at one point in time and that the late James Maina Mwangi was collecting rent from the suit property. It can thus be concluded that Plot No. 677 and LR No. Nairobi Block 119/ 603 refer to one and the same property.
57. Having found that James Mwangi Maina was not a shareholder at Githurai Ting’ang’a Limited; that his late mother Njoki Maina was allocated Plot No. 677 by the company; that Plot No. 677 and LR No. Nairobi Block 119/603 are one and the same property and that Githurai Ting’ang’a Company transferred LR No. Nairobi Clock 119/603 to the late James Mwangi Maina, this court must find that the suit property was fraudulently transferred to James Mwangi Maina.
58. At the time the suit property was purportedly transferred to James Mwangi Maina in October 1994, no Grant of Letters of Administration over the Estate of Njoki Maina had been issued. The Grant was issued on 6th October 2010.
59. Section 55 of the [Law of Succession Act](#) provides that no grant of representation, whether or not limited in its terms, shall confer power to distribute any capital assets constituting a net estate, or to make any division of property, unless and until the grant has been confirmed.
60. Section 82(b)(ii) further prescribes that immovable property should not be sold before confirmation of grant. Consequently, the actions of the Githurai Ting’ang’a Limited in transferring the suit property to the late James Mwangi Maina constitute intermeddling with the estate of Njoki Maina, contrary to Section 45 of the [Law of Succession Act](#).
61. The transfer to James Mwangi Maina was therefor unlawful, illegal and fraudulent.

Whether the 1st Defendant lawfully sold the suit property to the 2nd and 3rd Defendants



62. This court has found that the late James Mwangi Maina unlawfully acquired ownership of the suit property. As to the transfer of the land to the 2nd and 3rd Defendants, the deceased and his estate could not have passed a better title than they had in the suit property.
63. As the purported transfer to the 2nd and 3rd Defendants took place in 2013, as indicated in the transfer forms lodged at the Lands Registry, the parties are bound by the provisions of Section 26(1)(b) of the [Land Registration Act](#) 2012, which provides that:
- (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.”
64. In the case of *Elijah Makeri Nyang’wara vs Stephen Mungai Njuguna & Another* (2013) eKLR, the court held, inter alia:-
- “...is the title impeachable by virtue of Section 26(1) (b)? First, it needs to be appreciated that for Section 26 (1) (b) to be operative, it is not necessary that the title holder be a party to the vitiating factors noted therein which are that the title was obtained illegally, unprocedurally or through a corrupt scheme. The heavy import of Section 26 (1) (b) is to remove protection from an innocent purchaser or innocent title holder. It means that the title of an innocent person is impeachable so long as that title was obtained illegally, unprocedurally or through a corrupt scheme. The title holder need not have contributed to these vitiating factors. The purpose of Section 26 (1) (b) in my view is to protect the real title holders from being deprived of their titles by subsequent transactions.”
65. The Supreme Court in the case of *Dina Management Limited vs Mombasa County Government & 5 Others* (2023) KESC 30 KLR held that if the process that was followed prior to issuance of the title did not comply with the law, then such a title cannot be held indefeasible. This position was reiterated recently by the Court of Appeal in the case of [Teleposta Pension Scheme Registered Trustees vs Intercountries Importers and Exporters Limited & others, Civil Appeal No. 293 of 2016](#).
66. The 2nd and 3rd Defendants cannot therefore hide behind the doctrine of bona fide purchaser. The 1st Defendant had no valid title to pass to them. They are all the same at liberty to seek remedy for damages as against the 1st Defendant in a separate suit.
67. For those reasons, this court finds that the Plaintiffs’ claim is merited and successful. The following orders do hereby issue:
- a. A declaration be and is hereby issued that Njoki Maina (deceased) is the lawful owner of the suit property known as LR No. Nairobi/Block/119/603 previously plot number 677 Githurai Ting’ang’a Company Ltd.
 - b. An order of nullification and or cancellation of title of the suit property known as Nairobi/Block/119/603 in the name of the 2nd and 3rd Defendants be and is hereby granted.



c. A permanent injunction be and is hereby issued restraining the 2nd and 3rd Defendants by themselves, their agents, servants, employees, assigns, personal representatives or otherwise from evicting the Plaintiffs and encroaching upon, trespassing onto, digging, alienating or disposing of or in any way whatsoever dealing or interfering with the suit property.

d. Costs of this suit shall be borne by the 1st Defendant.

DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 31ST DAY OF JULY, 2024.

O. A. Angote

Judge

In the presence of;

Ms Gitonga for the Plaintiff

Mr. Gichuhi for 1st – 3rd Defendant

Court Assistant - Tracy

