



REPUBLIC OF KENYA



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**Saiyoi v Letina & 4 others (Environment & Land Petition 23 of 2017)
[2025] KEELC 715 (KLR) (20 February 2025) (Judgment)**

Neutral citation: [2025] KEELC 715 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAROK
ENVIRONMENT & LAND PETITION 23 OF 2017
CG MBOGO, J
FEBRUARY 20, 2025**

BETWEEN

KAIKANAE OLE SAIYOI PETITIONER

AND

JANE KAARIE LETINA 1ST RESPONDENT

PARMOIS OLE NGOTIEK 2ND RESPONDENT

SEKEYIAN NGOTIEK 3RD RESPONDENT

LAND REGISTRAR, NAROK COUNTY 4TH RESPONDENT

ATTORNEY GENERAL 5TH RESPONDENT

JUDGMENT

1. The petitioner filed the petition dated 9th October, 2017, and prays for the following orders: -
 - a. A declaration that the revocation of the petitioner’s registration as the owner of that land parcel known as Nrk/ Cis-Mara/ Olkinyei/ 403 by the fourth respondent violates the petitioner’s constitutional rights to protection of private property under Article 40 of the *Constitution*.
 - b. A declaration that the parcel no. Nrk/ Cis-Mara/ Olkinyei/ 403 belongs to the petitioner by virtue of the same having been allocated to him by Olkinyei Group Ranch.
 - c. A declaration that the revocation of the petitioner’s registration as owner of the subject land was and is without a legal basis and any purported title deed for parcel number Nrk/ Cis-Mara/ Olkinyei/ 403 to the 1st, 2nd and 3rd respondents is invalid.
 - d. A declaration that all the documents giving rise to allocation and registration of parcel number Nrk/ Cis-Mara/ Olkinyei/ 403 to the 1st, 2nd and 3rd respondents are invalid.



- e. A mandatory injunction compelling the 4th respondent to cancel the purported revocation of the petitioner's registration as the owner of that parcel of land known as Nrk/ Cis-Mara/ Olkinyei/ 403 and compel the 4th respondent to retain or effect the petitioner's registration as owner of the said property.
 - f. A mandatory injunction compelling the 4th respondent to register the petitioner as the owner of that parcel of land known as Nrk/ Cis-Mara/ Olkinyei/ 403 or in whatever other manner property described and issue of title to him.
 - g. Costs of this suit.
 - h. Any other or further relief(s) that the honourable court may grant.
2. In the petition, it was the petitioner's contention that he is the owner and thus entitled to the property known as Nrk/Cis-Mara/Olkinyei/403 - the suit property by virtue of being allocated the same by Olkinyei Group Ranch, and issued with a title deed on 13th August, 2009. He stated that he took possession immediately, and that on 27th February, 2015, the 1st to 3rd respondents laid claim on his land alleging to have applied for nullification of the original title deed.
 3. The petitioner contended violation of his constitutional rights in particular Articles 40 and 50 (1) of the Constitution. The petition was supported by the verifying affidavit of the petitioner sworn on 9th October, 2017.
 4. The 4th and 5th respondents filed their grounds of opposition to the petition dated 16th April, 2018 challenging the petition on the following grounds: -
 1. That the petitioner has not demonstrated how the articles of the Constitution relied on in the petition have been infringed by the 4th respondent.
 2. That the petition is an abuse of the court process.
 3. That the petition is frivolous, vexatious and misconceived.
 5. The 2nd and 3rd respondents filed their answer to the petition dated 18th March, 2019. The 2nd and 3rd respondents stated that the 2nd respondent is a member of Olkinyei Group Ranch, and that he was allocated the parcel of land known as Cis-Mara/ Olkinyei/ 821, and that prior to the said allocation he had sold 100 acres to an individual who is not a party to this suit. Further, that the 1st respondent had also purchased 100 acres from him which was later subdivided into two giving rise to nos. 402 and 403 (the suit property). They contended that the petitioner went behind the 1st and 2nd respondent's back and with the help of the group officials, fraudulently took out the title deed for the already subdivided suit property. That as a result, the 1st respondent commenced proceedings against the petitioner before the defunct Land Dispute Tribunal which gave joint ownership of the suit property to the 1st to 3rd respondents. Further, that a decree was issued as a result, and no right against the petitioner has been violated whatsoever. The answer to the petition was supported by the affidavits of the 2nd and 3rd respondents, sworn on even date. The same contains averments raised in the answer to the petition and there would be no need of rehashing the same.
 6. The 1st respondent filed the amended answer to the petition dated 11th May, 2023. The 1st respondent stated that prior to the allocation of the land, the 2nd respondent had sold 100 acres to Kitasi Kashinga who is not a party to this suit through Olkinyei Group Ranch officials, and that her late husband had also purchased 100 acres from parcel known as Cismara/ Olkinyei/ 821 from the 2nd respondent which was subdivided into two portions i.e. the suit property and Cismara/ Olkinyei/ 402.



7. The 1st respondent stated that the petitioner alleged that he was sold a portion after subdivision of the mother title had already taken place, and as a result, the 1st respondent went to the Land Dispute Tribunal which found in their favour, and awarded them the suit property. The 1st respondent filed an amended affidavit in support of the answer to the petition sworn on even date. The affidavit contains depositions similar to the answer to the petition. The said contents are duly noted.
8. The petitioner's case proceeded for hearing de novo on 7th November, 2023. Kikanae Ole Saiyoi, the petitioner testified that he purchased the suit property from the 2nd respondent, and his name was recorded in the register of the Group Ranch. The petitioner adopted his witness statement dated 9th October, 2017 as his evidence in chief, and prays that the respondents be evicted from his land as he did not sell his land to anybody.
9. On cross-examination, the petitioner testified that he bought 70 acres at Kshs. 10,000/- per acre from the 2nd respondent, and became a member of the Group Ranch after the said purchase. He agreed that he entered into a sale agreement and that the seller showed him a document to proof that he was a member of the Group Ranch. Further, that he saw his name (the 2nd respondent) in the members register of Olkinyei Group Ranch. Further, that it is about 15 years since he purchased the land, and that he was issued with a title deed after the purchase by the committee members of Olkinyei Group Ranch. Further, that he signed a document when he went to collect his title deed, but he does not know what document it was since he is illiterate. The petitioner did not remember the Tribunal case at Ololulunga, and does not recall the Tribunal case of 80 of 1990(sic) filed by the late William Letoo Letina at Ololulunga Land Dispute Tribunal. He stated that he still resides on the land which he occupied at the time of purchase.
10. On further cross-examination, the petitioner stated that he was not aware of a decision made by Narok in 2010 regarding his parcel of land, and that he cannot remember the exact year when he came to learn of the dispute.
11. On re-examination, the petitioner reiterated that he was not involved in the Tribunal case, and that the late William Letoo Lelina did not notify him of the Tribunal case that he had filed against him. Further, that he started dealing with the land in the year 2009, and as far as he could remember, he used to graze cattle on the land in the year 1990 as that is the time he had the land. He also agreed that he had a title deed in the same year, and that he came to learn of the dispute in a year that he does not remember.
12. Upon being recalled and with the consent of the parties, the petitioner produced a copy of title deed, a handwritten letter, a sale agreement dated 19th November, 2007, a copy of members' register of Olkinyei Group Ranch and a certificate of search as P. Exhibit No. 1 to 5 respectively.
13. On further cross-examination, the petitioner informed the court that he got the area list for Olkinyei Group Ranch from members of the committee, but forgot the time when he got the same. Further, that the members of the committee signed the area list. He also does not remember the year when he was issued with the title deed.
14. Simore Ole Depe (PW1) adopted his witness statement dated 6th March, 2018, as his evidence in chief, and testified that he is the secretary of Olkinyei Group Ranch. PW1 stated that the petitioner and 2nd respondent approached the committee of the Group Ranch and informed them that they had entered into a land sale agreement for the sale of 70 acres being the suit property. Further, that the 2nd respondent requested them to facilitate the transfer of the land from himself to the petitioner. According to him, this was in the year 2007, and that they complied with the 2nd respondent's instructions, and they included the petitioner as one of the beneficiaries of the Group Ranch as they



- were in the process of allocating land to its members. He testified that each member was entitled to 170 acres, and that they allocated the petitioner 70 acres as instructed by the 2nd respondent. Further, that the petitioner was not a member of the Group Ranch prior to the instructions. According to him, the court should hold that 70 acres belongs to the petitioner. He also did not know the late William Letoo Letina and the 3rd respondent.
15. On cross-examination, PW1 testified that he has been the secretary of the Group Ranch for about 22 years, and that he knows the 2nd respondent as he is a member of Olkinyei Group Ranch. It was his testimony that each member was entitled to 170 acres, and the 2nd respondent was allocated 170 acres of land, but he cannot remember his membership number. He admitted that the petitioner purchased 70 acres before the year 2007 (he could not remember the exact year), and they recorded the petitioner in the register that he was entitled to 70 acres and assigned him parcel number 403. It was his testimony that they had authority to act as per the member's instructions, and that they could allocate another person whatever acreage a member wished to transfer. Further, that parcel number 403 was created after they effected the seller's instructions. He stated that the number was different from the membership number, and the surveyor was the one who generated the new number. He admitted not to have produced any record to show how new numbers were generated, but stated that they never issued membership cards to the members of the Group Ranch. According to him, the petitioner and the 2nd respondent brought a sale agreement to him, and that he does not know which year it was prepared.
 16. On further cross-examination, PW1 reiterated that he is the secretary of Olkinyei Group Ranch, and that there was no dispute involving 403 apart from this one. (referred to the area list marked as TXN 2). While identifying the area list, PW1 testified that it is in respect of parcel 403, and that there are comments that it is "disputed", but he does not know where the comments came from. He did not know of any other dispute apart from this one, and he did not know of a suit that was determined in the year 2010. He admitted that they helped the petitioner to acquire land as per the 2nd respondent's instructions, and they took the documents to the lands' office.
 17. On re-examination, PW1 testified that the petitioner purchased the suit property.
 18. Lerinka Ole Kiok (PW2) adopted his witness statement dated 6th March, 2018 as his evidence in chief. He testified that he is the treasurer of Olkinyei Group Ranch.
 19. On cross-examination, PW2 testified that he has been the treasurer of the Group Ranch for over 20 years, and that he knows some of the members including the 2nd respondent who was allocated 170 acres of land, but he does not know his membership number. Further, that the petitioner became a member after he bought 70 acres from the 2nd respondent. He testified that the petitioner and the 2nd respondent had documents which are now in court, and that they endorsed some documents so that the petitioner could get 70 acres, but he does not know what documents that they endorsed.
 20. Jane Kaarie Letina, the 1st respondent stated that William Letoo Letina is her late husband. She produced a sale agreement dated 30th October, 2006, and a handwritten schedule of payment, a copy of the Land Disputes Tribunal No. 18 of 1990, a copy of the proceedings from the Senior Principal Magistrate's court headed "Decree", a copy of the Kenya Gazette and a title deed in the name of William Letoo Letina, Parmoi Ole Ngotiek and Sekeyian Ngotiek, a photo showing land parcel number 403 and the development therein as Nos. 1 to 8 respectively. The 1st respondent testified that her husband purchased 100 acres of the land on 30th October, 2006 from Parmois Ngotiek and Sekeyian Ngotiek, and that they took possession of the suit property in the 2006 to date. It was her testimony that part of land is occupied by the petitioner, and that his title deed is not legal. She testified that her late husband filed the suit before a Tribunal and the land was awarded to him.



21. On cross-examination, the 1st respondent testified that her late husband bought 100 acres of parcel number 821 in the year 2006 from the 2nd and 3rd respondents (husband and wife) who were members of Olkinyei Group Ranch. Further, she testified that the 2nd respondent did not have a title for parcel no. 821 when her late husband bought the land. She agreed that the sale agreement between her late husband and the 2nd respondent is for parcel number 821 which is for the sale of 100 acres. She also heard it being said that the 2nd respondent was entitled to 170 acres, and that her late husband having purchased 100 acres and the 2nd respondent was to remain with 70 acres.
22. The 1st respondent testified that her late husband did not approach the committee of Olkinyei Group Ranch so that he could become a member, and she does not remember if her late husband knew that there was a committee for Olkinyei Group Ranch. She agreed that the committee of the Group Ranch was summoned by the Tribunal, and the committee testified before the said Tribunal, but she was not present when the proceedings before the Tribunal were being heard. According to her, the suit property did not have a title then, but it had one in the year 2010 when the court's decision was rendered. Further, that her advocate did not tell her if the Tribunal had jurisdiction to deal with titled land. Whereas she stated that the petitioner's title was fraudulently obtained, she did not know if the Tribunal has the right to award people land.
23. The 1st respondent knew that group ranches have committees that allocate land to the members, but she did not know if the committees prepare area maps to show how land is allocated, and she did not know if her late husband approached the Land Adjudication Officer. Further, she stated that she had not seen any report by the Land Adjudication Officer regarding the petitioner's parcel of land, and it was her testimony that the petitioner did not sell land to her late husband. She admitted to knowing the petitioner and where he resides. Further, that she never asked the petitioner why he filed this suit, and she had not bothered to know why her late husband and the petitioner had a dispute. She reiterated that her late husband purchased 100 acres, and that the petitioner's land forms part of their land. Whereas the 2nd respondent had 170 acres and sold 100 acres to her late husband leaving 70 acres, she stated that her late husband had no reason to trespass into the petitioner's parcel of land.
24. On re-examination, the 1st respondent testified that her late husband was not a member of Okinyei Group Ranch, but one who purchased land. Further, that the defendants in the Tribunal were the 2nd respondent and the petitioner. She added that her late husband purchased 100 acres of land and that the title is for 60 acres which is what he was awarded by the Tribunal. She stated that she knows the petitioner as a resident of Ololulunga who also claimed to have bought land and that he has never resided on the suit property.
25. On 24th October, 2024, Parmois Ole Ngotiek, the 2nd respondent adopted his statement signed on 11th May, 2023 as his evidence in chief. The 2nd respondent stated that he knows the petitioner as he met him along time ago when they were supposed to carry out some business. It was his testimony that the person he sold land to is the late Letina.
26. On cross-examination, the 2nd respondent testified that the petitioner took advantage of his drunkenness, and that he would like the court to believe him as a drunkard. He admitted that he sold land to the late Letina and Kashinka and that he has not brought the sale agreements to court. It was his testimony that he sold land to them a long time ago, and it was not at the same time as the petitioner claims that he sold land to them. He said that he was a drunkard when he sold the land. The 2nd respondent further stated that the petitioner only gave him 10 sheep, and that the sale agreement shown to him bears the signature of the chief, who was not a drunk and he disagreed with the suggestion that he sold land to the petitioner, and admitted that the petitioner was admitted in the group ranch register



- by the committee. Further, that he realized this after he saw the petitioner with a title deed. He stated that he was not paid to state that he did not sell land to the petitioner.
27. On re-examination, the 2nd respondent testified that the chief who witnessed the sale agreement is from Ole Nchooko family, and that the sale agreement did not indicate the parcel number that was the subject of sale. Further, that the 10 sheep that he was paid could be enough for 10 to 20 acres. It was also his testimony that he does not believe in the agreement, and further stated that by the time they went to see the chief, he had sold land to Letina and Kitas. He stated that he sold 70 and 100 acres to Letina and Kitas respectively, and that the total acreage was 170 acres which is what each member of the Group Ranch was entitled to.
 28. Sekeyian Ngotiek, the 3rd respondent adopted her affidavit sworn on 11th May, 2023 as her evidence in chief. She stated that the 2nd respondent is her husband, and that she did not know the reason why the petitioner has sued her. It was her testimony that the suit property is hers, and that she did not sell any land to the petitioner.
 29. On cross-examination, the 3rd respondent testified that she has never been to school, and did not know when she was born. She stated that she is a mother of 5 children, and did not know the age of her first child. Further, that she did not thump print any document, and that she signed an affidavit in the presence of her advocate. The 3rd respondent testified that they sold land to Letina and Kitasi, and that each of them bought 100 acres. It was her testimony further that what they sold was their share in Olkinyei, and that she does not know what they were entitled to. She did not know that the petitioner was registered as a member of Olkinyei Group Ranch. According to her, the suit property is hers because she resides on it, and she has built a semi-permanent house. The 3rd respondent knew their neighbour called Leshinka, but that there is a barbed wire fence between their land and that of Leshinka. It was her testimony that they have no other neighbor, and that they were left with 20 acres.
 30. The 4th and 5th respondents opted not to call any witness, and instead they sought to rely on the affidavit sworn on 20th September, 2019. I have perused the record in this file, and I note that there is no affidavit sworn on 20th September, 2019.
 31. The petitioner filed his written submissions dated 27th December, 2024. The petitioner submitted that he presented a copy of the certificate of title for 70 acres that was issued to him upon closure of the Olkinyei Group Ranch, and that it is clear that as the holder of the bonafide certificate of title in this matter, it was a consequence of being a bonafide purchaser whose name was entered into the register of members of Olkinyei Group Ranch, and that his ownership of the suit property is protected by law.
 32. The petitioner submitted that the respondents brought convoluted and unbelievable evidence to court. He went on to submit that it was not clear whether the 1st respondent bought land from the 2nd and 3rd respondents or whether the same was obtained through a court order. He submitted that the issue that the court needed to determine was whether the petitioner's constitutional right of ownership of land had been breached through the entries in the register of the land by the 4th respondent, and through illegal occupation by the respondents. Further, he submitted that once the court ascertained that the petitioner's constitutional right had been breached, then the court needs to right the wrong that had been occasioned by ordering the 4th respondent to cancel the entries in the register of the suit property, so that the record would reflect the correct position.
 33. The 1st, 2nd and 3rd respondents filed their written submissions dated 13th January, 2024, and where raised three issues for determination: -
 - a. Whether the petitioner approached the honourable court in the correct procedure.



- b. Whether any constitutional right has been violated against the petitioner.
 - c. Whether the reliefs sought can be granted by this honourable court.
34. On the first issue, the 1st, 2nd and 3rd respondents submitted that the dispute arose in the year 2010 at the Ololulunga Land Dispute Tribunal, and that the proceedings of the Tribunal and the Court indicate that all the parties were present. Further, that at the reading of the award and during the adoption of the award by the court, the period within which one would appeal was read out to the petitioner, and that it is 7 years after the decree was issued and implemented that the petitioner realizes that there was a violation of his constitutional right. They relied on the case of Lilian Barngetuny vs Esther Suge [2017] eKLR.
35. On the second issue, the 1st, 2nd and 3rd respondents submitted that the Land Dispute Tribunal Act (repealed) provided for a procedure and manner of determining the issues between the parties and the Ololulunga Land Disputes Tribunal went ahead to advise the petitioner to file a claim against the 2nd respondent. While relying on the case of Anarita Karimi Njeru v R [1976-80] KLR 1272, the 1st, 2nd and 3rd respondents submitted that the Land Dispute Tribunal was a creation of a statute and the proceedings were lawful, and that the petitioner had to either appeal to the appeals committee or file judicial review to challenge the decision by the Tribunal.
36. On the third issue, the 1st, 2nd and 3rd respondents submitted that the petitioner has sought both declaratory orders and orders of judicial review, and that he has not demonstrated how his constitutional rights have been infringed.
37. I have considered the pleadings, the testimonies of the witnesses, the evidence on record and the written submissions filed by the petitioner and the 1st to 3rd respondents. In my view, the issues for determination are as follows: -
- a. Whether the petitioner's rights were violated.
 - b. Whether the petitioner is entitled to the orders sought.
 - c. Who is to bear costs.
38. Before I delve into the merits or otherwise of the petition, it is necessary that I comment on the amended answer to the petition as filed by the 1st respondent. From the record, the 1st respondent passed on in the course of the proceedings, and his wife took up the matter as a respondent in his place. This court while allowing the amendment of the pleadings, only did so to allow the administrator of the estate to join the proceedings in his defence. As such, the 1st respondent was only required to amend the pleadings to that extent only. However, I do note that the 1st respondent went ahead to amend the contents of the answer to petition to the extent of deleting and including other averments, while the 2nd and 3rd respondents went ahead to also file their amended affidavit in support of the answer to the petition. As far as the court is concerned, the 1st to 3rd respondents did not have the leave of the court to do so, and as such, the amendments have not been considered save only to the replacement of the 1st deceased respondent by his wife.
39. On the first issue, it was the petitioner's contention that he bought 70 acres of the suit property from the 2nd respondent through a sale agreement. It was his evidence that at the time, the 2nd respondent had informed him that he is a member of Olkinyei Group Ranch and proceeded to show him some documents indicating such. It was his evidence that together with the 2nd respondent, they approached the committee members of the group ranch who entered his name in the members register for the group ranch. His evidence was corroborated by the evidence of PW1 and PW2 who stated that they



were the secretary and the treasurer of the group ranch for more than 20 years, and that the petitioner and the 2nd respondent approached them with a sale agreement for the sale of 70 acres. They stated that the 2nd respondent was entitled to 170 acres, and he sold 70 acres to the petitioner. The petitioner produced a copy of the title deed, a handwritten letter, a sale agreement dated 19th November, 2007, a copy of members' register of Olkinyei Group Ranch and a certificate of search. The petitioner stated that sometime in the year 2015, the 1st to 3rd respondents laid claim of ownership of the suit property which prompted him to file the petition since after conducting a search, he realized that his title deed had been cancelled and registered in the name of the 1st to 3rd respondents. From the evidence tendered, the petitioner did not the existence of any claim filed against him before the Tribunal or the court.

40. On the other hand, the 1st respondent contended that her late husband purchased 100 acres from parcel no. 821 which was owned by the 2nd respondent. She appeared not to know much about the transaction but what drew my attention is the fact that she stated that the petitioner was her neighbor who was living on their land. She produced a copy of the sale agreement entered into between her late husband and the 2nd respondent. The 2nd respondent denied ever having sold land to the petitioner, and maintained to have sold land to the 1st respondent and Kitesi who was not a party to this suit. Interestingly, the 2nd respondent did not mention any case before the Land Dispute Tribunal filed against him by the 1st respondent. This bring to doubt whether the proceedings before the Tribunal were genuine or for whatever reason, these proceedings before the Tribunal and the magistrate's court were never brought to their attention. The 3rd respondent did not know the acreage of their land, and denied ever selling land to the petitioner. She stated that they only sold land to the 1st respondent and Kitaasi.
41. Upon careful perusal of the evidence tendered by the respective parties, it is not in doubt that the 2nd respondent was entitled to 170 acres according to the testimonies presented in court, save to state that no material was placed before this court to confirm the same. However, the agreements produced indicate that the 2nd respondent entered into a sale agreement with the petitioner and Kitesi for sale of land. From the sale agreement dated 19th November, 2007, one Kitaasi Ole Kashinga is a witness in the said agreement. This is the same person who is said to have entered into a sale agreement with the 2nd respondent for the sale of 100 acres sometime in the year 2004. The said Kitaasi and the petitioner's names were entered into the members register of Olkinyei Group Ranch as the owners of the said parcels which informed the 4th respondent in issuing the title deeds in the said names. It is thus clear, that the petitioner is the registered owner of the suit property.
42. Section 26 of the *Land Registration Act* provides;
 - (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, un procedurally or through a corrupt scheme.”
43. Under Section 26 of the *Land Registration Act* it is prima facie evidence that the person named therein is the proprietor of the land and the title is indefeasible unless shown it was fraudulently or



unprocedurally acquired through corrupt schemes. (See *Bandi v Dzomo & 76 others* (Civil Appeal 16 of 2020) [2022] KECA 584 (KLR) (24 June 2022) (Judgment).

44. From the above provision of the law, a registered owner of land thus enjoys full protection of the law save for in circumstances outlined in Section 26 of the *Land Registration Act* 2012. In this case, the petitioner's title could only be challenged in a court of law under the circumstances stated above, instead, the 1st respondent approached a body not mandated by law to challenge the validity of the said title. Whereas the Land Dispute Tribunal sitting in Ololulunga cancelled the title held by the petitioner, there was no evidence that the proceedings before the Tribunal were genuine. The petitioner in his evidence did not know of such proceedings, and neither did the 2nd respondent know of the same. Even if the proceedings before the Tribunal were genuine, I maintain, that the Land Dispute Tribunal did not have the jurisdiction to deal with issues relating to interest in land.
45. By cancelling the title held by the petitioner, the respondents deprived him of his interest in land to own and enjoy land contrary to Article 40 of the *Constitution*. Further, by purporting to implement an award made by the magistrate's court without affording him a chance to provide his side of the story, deprived him of the right to be heard as provided under Article 50 (1) of the *Constitution*.
46. On the second issue, I am satisfied that the petitioner is entitled to the orders as sought in the petition, and I proceed to find merit and allow the petition dated 9th October, 2017 in the following terms:-
- a. A declaration is hereby issued that the revocation of the petitioner's registration as the owner of land parcel known as Nrk/ Cis-Mara/ Olkinyei/ 403 by the 4th respondent violates the petitioner's constitutional rights to protection of private property under Article 40 of the *Constitution*.
 - b. A declaration is hereby issued that parcel no. Nrk/ Cis-Mara/ Olkinyei/ 403 belongs to the petitioner.
 - c. The title deed held by the 1st, 2nd and 3rd respondents is hereby cancelled.
 - d. The 4th respondent is hereby compelled to register the petitioner as the owner and proprietor of that parcel of land known as Nrk/ Cis-Mara/ Olkinyei/ 403.
 - e. The petitioner is awarded the costs of this petition.

Orders accordingly.

DATED, SIGNED & DELIVERED VIA EMAIL ON THIS 20TH DAY OF FEBRUARY, 2025.

HON. MBOGO C.G.

JUDGE

20/02/2025.

