



REPUBLIC OF KENYA



KENYA LAW
THE NATIONAL COUNCIL FOR LAW REPORTING
Where Legal Information is Public Knowledge

**Nganga & 12 others v Kahiu (Environment and Land Appeal
E098 of 2022) [2024] KEELC 7067 (KLR) (28 October 2024) (Judgment)**

Neutral citation: [2024] KEELC 7067 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT THIKA
ENVIRONMENT AND LAND APPEAL E098 OF 2022**

JG KEMEI, J

OCTOBER 28, 2024

BETWEEN

PETER KAMAY NGANGA 1ST APPELLANT
SUSAN WAMUCII NJOKI 2ND APPELLANT
JECINTA WANJIRU KINYIRI 3RD APPELLANT
LEAH NJOKI WANJIKU 4TH APPELLANT
CHARLES WAWERU GICHINGA 5TH APPELLANT
STEPHEN MUTONGA NJOROGE 6TH APPELLANT
MARY WANJIKU MWANGI 7TH APPELLANT
MUNYAO MATHEKA 8TH APPELLANT
ALPHONCE KIOKO 9TH APPELLANT
DANIEL CHEGE THUO 10TH APPELLANT
SUSAN WAITHERA NJOROGE 11TH APPELLANT
LUCY NUNGARI THUO 12TH APPELLANT
PAULINE WAMBUI KAMAU 13TH APPELLANT

AND

SAMUEL MAKUMI KAHIU RESPONDENT



JUDGMENT

1. This appeal emanates from the Judgement of the trial Court Ruiru SPMCC MCELC No. E174 of 2021 delivered on 14/10/2022 vide a Memorandum of appeal dated 14/11/2022. The gist of the appeal is contained in the 8 Grounds of appeal as follows;-
 - a. The Honourable Magistrate erred in fact in disregarding the fact that the Defendant despite being served never caused appearance nor filed defence.
 - b. The Honourable Magistrate erred fact in disregarding all the evidence particularly the evidence of James Ng'au Kamau co-registered in the suit property title whose evidence tended to show that the property is not his and the Defendant but rather belongs to the Plaintiffs.
 - c. The Honourable Magistrate erred in law in disregarding the documents produced which included minutes; and that the fact ha the suit property was bought by the group.
 - d. The Honourable Magistrate erred in law in failing to appreciate the evidence of the Plaintiffs and the contributions made by the members/Plaintiffs, now Appellants toward purchase of the land contained in the list of documents.
 - e. The Honourable Magistrate erred in law in failing to appreciate the evidence of the Plaintiffs and the contributions made by the members/Plaintiffs, now Appellants toward purchase of the land contained in the list of documents.
 - f. The Honourable Magistrate erred in law in arriving at the wrong finding that the Plaintiffs had failed to show that the suit property was bought by the Plaintiffs and not by the Defendant yet the evidence adduced showed he was only a Chairman.
 - g. The Honourable Magistrate erred in law in failing to appreciate the evidence tendered in that the Appellants (then Plaintiffs), are the bonafide owners as purchasers of the suit parcel, and not the Defendant.
 - h. The Honourable Magistrate erred in failing to appreciate all the evidence tendered showing that the Defendant as the Chairman has original documents and having failed to enter appearance could not be issued with notice to produce.
 - i. The Honourable Magistrate erred in fact in failing to appreciate the weighty evidence of the Plaintiffs and to enter Judgment after Defendant failed to cause any appearance and further failing to decree and declare that Appellants' evidence is un-controverted.
2. The Appellants urge this Court to allow the Appeal and grant Orders THAT;
 - a. The Judgement of the Honorable Court delivered on 14th October 2022 be set aside and Court substitutes and enters judgement for the Plaintiffs.
 - b. The appeal be allowed.
 - c. Costs of the appeal be borne by the Respondent.
 - d. Any other relief that the Honorable Court may deem fit and just to grant in the circumstances of the appeal.



3. The Appellants who were the Plaintiffs in the trial Court lodged their suit against the Respondent/Defendant vide a Plaint dated 25/11/2021. The Appellants collectively referring themselves as registered members of 'Step to Step self-help group' claimed possession and ownership of land parcel known as Ruiru Kiu Block 2/11044 (hereinafter the suit land). They accused the Respondent of refusing to transfer the suit land to the individual Appellants and outlined particulars of nuisance and deceit on his part under paras.5 & 6 of the Plaint.
4. The Appellants' case was that they collectively contributed money to purchase the suit land and tasked the Respondent and one James Ng'au Kamau, the then Treasurer to buy the suit land on behalf of the Appellants. That after the purchase, the Respondent failed to transfer the suit land to the Appellants despite James Ng'au Kamau's willingness to do so. Accusing the Respondent of deceit, the Appellants maintained that the Respondent purchased land known as Ruiru/Kiu Block 2/2227 on their behalf and it was registered in the Respondent's and Treasurer's names. That thereafter Ruiru/Kiu Block 2/2227 was subdivided into 2 portions namely; Ruiru/Kiu Block 2/11043 and Ruiru/Kiu Block 2/11044 (the suit land). That the Respondent sold Ruiru/Kiu Block 2/11043 without the Appellants' authority and has refused to transfer the suit land to the Appellants and instead he was offering share certificates in respect of the suit land in the name of 'Mang'a Investments Limited' hence the suit.
5. The Appellants sought orders THAT;
 - a. A declaration of the Honourable Court that the Plaintiffs jointly are the entitled legitimate owners of the suit property to wit, Ruiru Kiu Block 2/11044.
 - b. That this Honourable Court be pleased to issue a vesting order unto the Plaintiffs / decree holders' ownership of land comprising in Land Parcel No. Ruiru Kiu Block 2/11044.
 - c. That this Honourable Court does order the Defendant/Judgment debtor to sign transfer forms for the suit property; Ruiru Kiu Block 2/11044 in favour of the Plaintiffs / decree holders within 7 days from the date of the decree of the Court and surrender the original title deed to the Plaintiffs.
 - d. In default of prayer C, above; the Honourable Court be pleased to issue an Order to the Registrar of Lands in Ruiru Land Office to cancel the current title deed and issue a new title deed in favour of the Plaintiffs for the suit property herein to wit; Ruiru Kiu Block 2/11044, with the production of the original title deed and signed transfer forms by the Defendant notwithstanding.
 - e. General damages.
 - f. Costs of this suit together with interests.
 - g. Any such other or further relief as this Honourable Court may deem appropriate to grant.
6. Despite service of the Summons, Plaint and accompanying documents, the Respondent neither entered appearance nor filed his defence. See Affidavit of Service sworn on 5/1/2021. A request for interlocutory Judgment against the Respondent was made vide a notice dated 18/2/2022.
7. The suit was set down for formal proof hearing on 15/8/2022.
8. Peter Kamau Ng'ang'a, the Chairman of Step to Step self-help Group took the stand as PW1. He adopted his witness statement dated 24/11/2021 as evidence in chief and produced the documents listed in the List of Documents dated 24/11/2021 as P.Exh. 1 -14 namely copy of the suit land title deed issued on 7/5/2014 in the names of Samuel Makumi and James Ngau; copy of the agreement



between the Chairman, secretary and Treasurer to act as the trustees on behalf of the Appellants dated 17/8/2008; search certificate; old copy of the purchase agreement between the official and the Gikaru Muthiora Women Group; copy of mutation for the subdivision of the original land parcel; share certificates issued to the Appellants by the Respondents instead of issuing title deeds; receipts; bundle of minutes recorded for the parties' meetings; minutes of the Appellants' meeting held on 9/10/2021 resolving to file suit collectively; certificate of Appellants' registration; minutes for the meeting held on 6/11/2021; Chairman's acceptance on the authority to act, summons issued by the Deputy County Commissioner to the Respondent and demand letter.

9. The next witnesses were Cyrus Mbugua Ngige and James Ngau Kamau who testified as PW2 and PW3 adopted their witness statements dated 29/10/2021 and 6/11/2021 respectively as filed. That marked the close of the Appellants' case.
10. The trial Court proceeded to render its Judgement on 14/10/2022 and dismissed the Appellants' suit for want of proof. It is that Judgement that has triggered the instant appeal.

Written submissions

11. On 3/7/2024 directions were taken and parties agreed to canvass the appeal by way of written submissions. This appeal is similarly unopposed despite service as shown by Affidavit of service dated 20/6/2024.
12. The Appellants through the firm of Kimani Kahete & Co. Advocates filed submissions dated 19/8/2024 and drew three issues for determination namely; whether they are the bona fide owners of land parcel no. Ruiru Kiu Block 2/11044; whether the appeal has merit and who bears the costs of the appeal.
13. On the first issue, reliance was placed on the appellants' evidence as adduced in court by PW1, PW2 and PW3 and reiterated that the Respondent has declined to transfer the ownership of the suit land to Step to step Self-help Group. That the Respondent is planning to dispossess the Appellants their right to own property which they contributed to its acquisition.
14. On whether the appeal has merit; it was posited that in light of the Grounds of appeal, the trial court failed to appreciate that the Defendant despite service failed to appearance; that the failure to produce the sale agreement was due to the appellants entrusting the Respondent (as their then Chairman) with the original documents and the Appellants were thus unable to serve him a Notice to Produce the relevant documents.
15. On the last issue, the Appellants submitted that costs follow the event and therefore the Respondent be condemned to bear the costs of the appeal.
16. The Respondent did not file any submissions.

Analysis & determination

17. As a first Appellate Court, this Court has a duty to examine matters of both law and facts and subject the whole of the evidence to a fresh and exhaustive scrutiny, before drawing a conclusion from that analysis. The Court has however to bear in mind the fact that it did not have an opportunity to see and hear the witnesses first hand. This duty is enunciated by Section 78 of the [Civil Procedure Act](#) which espouses the role of a first appellate Court which is to: '..... re-evaluate, reassess and re-analyze the extracts of the record and draw its own conclusions.'



18. Besides, that duty has been affirmed in numerous decisions of the superior Courts. Notably in the case of *Selle & Another vs. Associated Motor Boat Co. Ltd & Others* [1968] EA 123, this principle was pronounced thus:

“...this Court is not bound necessarily to accept the findings of fact by the Court below. An appeal to this Court ... is by way of 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 it itself and draw 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...”

19. In addition to that, it is possible for an appellate Court to depart from the findings by the trial Court if it is apparent that such findings are not supported by evidence on record, or where the trial Court is shown to have acted on wrong principles of law, as held in *Jabane v Olenja* [1986] KLR 661. See also the Court of Appeal decision in *Chief Justice and President of the Supreme Court of Kenya & another v Khaemba* [2021] KECA 322 (KLR).

20. Having considered the Record of Appeal, trial Court record and evidence thereto and the submissions by the parties; I distil the following issues for determination;

- a. Whether the appeal has merit?
- b. Who bears costs?

21. In answering the first issue, the Court will consider whether the Appellants proved their case in the trial Court on a balance of probabilities. Further the Court has to interrogate the issues framed for determination by the trial Court to wit; whether the Appellants were bonafide purchasers of the suit land and whether the Appellants are entitled to the orders ought.

22. It is trite that he who alleges must prove. The burden of proof in civil cases is on a balance of probabilities. It would be recalled that even in uncontested suits, the burden of proof on a claimant is not lessened in any way. See the case of *Kenya Power and Lighting Company Limited Vs. Nathan Karanja Gachoka & another* [2016] eKLR.

23. Section 107 – 109 of the *Evidence Act* which provide;

“ 107. Burden of proof

- (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.

108. Incidence of burden

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.

109. Proof of particular fact

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.”

24. The Court of Appeal in the case of *Mbuthia Macharia v Annah Mutua Ndwiga & Another* [2017] eKLR explained that the legal burden is discharged by way of evidence, with the opposing party having a corresponding duty of adducing evidence in rebuttal. That constitutes evidential burden. The learned Judges cited with approval the same principle of law as amplified by the learned authors of the leading Text Book; - *The Halsbury's Laws of England*, 4th Edition, Volume 17, at paras 13 and 14:

“The legal burden is the burden of proof which remains constant throughout a trial; it is the burden of establishing the facts and contentions which will support a party's case. If at the conclusion of the trial he has failed to establish these to the appropriate standard, he will lose.

14 The legal burden of proof normally rests upon the party desiring the Court to take action; thus a claimant must satisfy the Court or tribunal that the conditions which entitle him to an award have been satisfied. In respect of a particular allegation, the burden lies upon the party for whom substantiation of that particular allegation is an essential of his case. There may therefore be separate burdens in a case with separate issues.”

Whether the Appellants are beneficial owners of the suit land

25. The trial Court held as follows in determining this issue;

“I note that the Plaintiffs did not provide a sale agreement between the officials of Step by step group and Gikaru Muthiora women group with regard to the suit property or RUIRU/KIU BLOCK 2/2227 said to have been purchased from the said women group. No evidence was led from the women group on whether they sold RUIRU/KIU BLOCK 2/2227 and to who.”

26. In their Complaint, the Appellants pleaded that they are members of Step to Step Self-help Group and collectively contributed monies for purchase of the suit land. That they entrusted the Respondent (then Chairman) and their then Treasurer, James Ngau to be registered as the proprietors of the suit land on their behalf pending transfer to their individual names upon subdivision. Notably the record shows that the Appellants incorporated Step to Step Self-help Group on 3/11/2021 as shown by Pex.10. However, Pexh.8 being bundles of minutes and register for the parties' date back to the year 2004. It is clear that the intention to incorporate the Appellants into a registered self-help association namely Step to Step Self-help Group existed as early as 2004. Specifically, in the meeting held on 20/4/2008, it was agreed inter alia that the search for land should be in process and be finalized by the time of the next meeting. The next meeting was held on 18/5/2004 where the agenda included members' contributions, defaulted amounts of Kshs. 16,800/- and notably an update on the land search. Members were informed that a certain parcel of land had been identified but it was pending documentation. In the next meeting, the issue of the group registration was alive. The members agreed to contribute a non-refundable registration fee of Kshs. 550/- and a further Kshs. 1,000/- per member. Indeed, the attendant registers contain the names of the Respondent and the Appellants present in the said meeting and list of contributions ranging from Kshs. 200/-, 500/-, and 1,000/-.
27. Based on the forgoing I conclude that the plea of the Appellants that they were members of Step to Step self-help Group was sufficiently demonstrated by way of the above evidence. Having found as such, was there evidence to show that the Appellants are beneficial owners of the suit land? Reference again is made to minutes marked and produced as P.Exh.2 dated 17/8/2008 where the subject land title no. Ruiru/Kiu Block 2(Githunguri) 2227 the certificate was declared to be held in the names of Samuel



Makumi Kahi (Respondent), James Ng'au Kamau and Cyrus Mbugua Ngige. P. Exh.2 is explicit that the Chairman was holding the land title in trust for Step to Step self-help group.

28. The next crucial evidence is found in P.Exh.4 titled 'Clearance Agreement dated 18/12/2007'. This agreement acknowledges clearance of the balance of Kshs. 50,000/= by the purchasers (Samwel Makumi, Cyrus Mbugua and Robert Muthama) to the vendors Elizabeth Wangari, Mary Wangari and Mary Njeri representing Gikaru Muthiora Women Group. The agreement referred to an earlier agreement dated 11/12/2007. Whereas the Appellant did not produce the agreement dated 11/12/2007, I find that on a balance of probability P.exh 2 confirmed that a transaction took place between the parties in fulfillment of a previous agreement and more importantly that this evidence was not challenged.
29. The Appellants intention to create a trust was well established in the nature of their meetings, contributions and contents of P.Ex.2 already outlined above. I am guided by the Supreme Court decision in *Shah & 7 Others Vs. Mombasa Bricks & Tiles Limited & 5 Others* (Petition 18 (E020) of 2022) [2023] KESC 106 (KLR) where the Court held that even where a trust is not expressly stated, the trust may be established by operation of the law. The Court in expounding the doctrine of constructive trust held;
- “73. From the definitions above, we establish that a constructive trust is a right traceable from the doctrines of equity. It arises in connection with the legal title to property when a party conducts himself in a manner to deny the other party beneficial interest in the property acquired. A constructive trust will thus automatically arise where a person who is already a trustee takes advantage of his position for his own benefit.”
30. Recently the Court of Appeal in *Aliaza Vs. Saul* [2022] KECA 583 (KLR) in applying the doctrine of constructive trust in an appeal against the trial Court Judgement that inter alia ordered the Appellant to vacate a parcel of land registered in the name of the Respondent failing which eviction to ensue. The trial Court had further nullified a sale agreement between the parties for want of Land Control Board consent. Allowing the appeal, the Appellate Court observed;
- “43. However, the evidence on record showed that there was no dispute that the Appellant had purchased land from the Respondent, or the identity of the suit property. On the evidence before it, the trial Court ought to have found, in line with the decision in *Macharia Mwangi Maina*, that the Respondent held the suit land in trust for the Appellant. That it did not do so was an error of law and fact.”
31. From the forgoing, it is the view of this Court that the Appellants were bona fide purchasers of the suit land hence had beneficial interest. That the suit land was held in trust by the Respondent even though P.Exh.1 - the title deed issued on 7/5/2014 did not expressly state existence of such trust.
32. Section 28(b) of the LRA recognizes trusts as one of the overriding interests in land even when they are not noted in the register. Section 25 thereof in recognition of rights of a proprietor provide as follows;
- “25. Rights of a proprietor
- (1) The rights of a proprietor, whether acquired on first registration or subsequently for valuable consideration or by an order of Court, shall not be liable to be defeated except as provided in



this Act, and shall be held by the proprietor, together with all privileges and appurtenances belonging thereto, free from all other interests and claims whatsoever, but subject—

- (a) to the leases, charges and other encumbrances and to the conditions and restrictions, if any, shown in the register; and
 - (b) to such liabilities, rights and interests as affect the same and are declared by section 28 not to require noting on the register, unless the contrary is expressed in the register.
- (2) Nothing in this section shall be taken to relieve a proprietor from any duty or obligation to which the person is subject to as a trustee.”

33. The Appellants also tendered a copy of official search confirming that the suit land as at 17/3/2021 was still registered in the names of the Respondent and PW3. PW3 also expressed willingness to transfer the suit land as sought by the Appellants. It was evident that a restriction was registered on the suit land on 9/3/21. The Appellants move to register the restriction was an attempt to protect their proprietary interests on the suit land.
34. The trial Court in dismissing the Appellants’ suit found that there was no written sale agreement as provided under Section 3(3) of the *Law of Contract Act* for the purchase of the suit property or land parcel Ruiru/Kiu Block 2/2227 altogether. That in the absence of such evidence the Court was unable to conclude that the Respondent was registered as a trustee of the Step to Step Self-help Group. With respect, it is the finding of this Court that the Hon. Learned Magistrate misapplied the provisions of the forgoing Act in light of the circumstances of this case. I say so because the Appellants’ claim was not against the former owner (Gikora Muthiora Women Group); it was against one of their former leaders who has refused to transfer the suit land as agreed. A co-owner (PW3) alongside the Respondent took the stand and testified as much.

The issue of Fraud

35. The particulars of fraud levelled against the Respondent at Para. 8 of the Plaint are;
- a. “After the Plaintiffs contributed money to purchase land which was registered in the Defendant’s name as a trustee in his capacity as the Chairman, the defendant has refused to transfer ownership of Ruiru/Kiu Block 2/11044 to the rightful owners.
 - b. Failed to register the group’s name ‘Step to step’ as instructed by the Plaintiffs.
 - c. Instead of transferring the ownership of the suit property into the rightful owners, the defendant is offering share certificates in the name of ‘Mang’a Investments Limited’.
 - d. Denying or obstructing the rights of the Plaintiffs to own the land.”
36. It was PW1’s evidence that the last consideration of the suit land payment was finalized on 18/12/2007. That after registration of the suit land, the Respondent proceeded to issue the Appellants with share certificates instead of title deeds. That the Respondent has refused to transfer the suit land parcels prompting the Appellants to register a Restriction on the land to protect their interests. A bundle of share certificates in the name of ‘Mang’a Investment Limited’ and ballots issued to some of the



Appellants were produced as P.exh 6. Interestingly the ballots are stamped ‘Step to Step Association’ and it is unexplainable how it relates to the said ‘Mang’a Investments Limited’ which the Respondent is accused of offering share certificates in its name instead of issuing title deeds to the individual Appellants.

37. In light of the finding that the suit land was bought and registered partly in the Respondent’s name to hold in trust for the Appellants, the conduct of the Respondent’s refusal to co-operate and effect the Appellants wishes to transfer the suit land to them, bespeaks of a clear intention to deceive and defraud the Appellants as pleaded.
38. Besides, there was cogent evidence produced showing attempts by the Appellants to have audience with the Respondent to resolve the impasse in vain. See P.Ex 13 summons by Deputy County Commissioner to the Respondent which were not honored. Additionally, a report was made by the Appellants on 29/1/2020 at Ruiru police station to no avail. Last but not least a demand letter (P.Ex.14) was served upon the Respondent but no response was tendered.
39. Based on forgoing, the totality of the unchallenged evidence in Court against the Respondent who was duly served cannot be wished away.
40. Applying the standard of proof expected of the Appellants, it is the view of the Court that the Appellants proved their claim of contributing towards the purchase of the suit land; the registration of the suit land in the name of officials in trust for the Appellants and notably the willingness of one of the officials, PW3 to effect transfer of the suit land as sought by Appellants save for the Respondent’s un-cooperation and unwillingness to do so. Also, there was uncontroverted evidence showing that the last consideration of the purchase price was settled in favor of the former owner of the suit land.
41. Before I conclude, the Court noted that prayer e in the Appellants’ Plaint sought General Damages against the Respondent. Other than the plea of loss stated in para.7 therein, this Court did not find any evidence led in the trial Court for supporting the said prayer. It is trite that general damages are not awardable for breach of contract or breach of contractual obligations. A contract for performance of specific duties or obligations, if breached, would lead to compensation for the specific loss suffered as a result of the breach, but not general damages. See the case of Kenya Breweries Limited Kiambu Vs. General Transport Agency Limited [2000] eKLR where the Court held as follows on the issue;

“It is the duty of the Plaintiff to prove its claim for damages as pleaded. It is not enough simply to put before the Court a great deal of material and expect the Court to make a finding in his favour. It was said by Lord Goddard, CJ in *Bonham Carters Hyde Park Hotel Limited* [1948] 64TR 177 –

The Plaintiff must understand that if they bring actions for damages it is for them to prove damage. It is not enough to write down particulars and, so to speak, throw them at the head of the Court, saying, “this is what I have lost, I ask you to give me these damages.” They have to prove it.”

42. Having failed to prove their loss as pleaded, the prayer for general damages remains unproven and it accordingly fails.
43. In the overall the Court finds that the appeal has merit.
44. On the second issue, Section 27 of the *Civil Procedure Act* provides that costs generally follow the event. The Supreme Court in the case of *Jasbir Singh Rai & 3 Others Vs. Tarlochan Singh Rai & 4 Others* [2014] eKLR affirmed that costs must always follow the event unless the Court has a good reason to order otherwise.



45. Final Orders for disposal-

- a. The trial Court Judgement dated 14/10/2022 is hereby set aside.
- b. Judgement is hereby entered as follows;
 - i. A declaration that the Plaintiffs jointly are the beneficial owners of the suit property to wit, Ruiru Kiu Block 2/11044.
 - ii. That a vesting order is made in favour of the Plaintiffs as the owners of land comprised in Land Parcel No. Ruiru Kiu Block 2/11044.
 - iii. That the Defendant is ordered to sign the transfer forms for the suit property; Ruiru Kiu Block 2/11044 in favour of the Plaintiffs within 14 days from the date of the decree of the Court and surrender the original title deed to the Plaintiffs failure to which the Hon. Deputy Registrar of this Court be and is hereby mandated to sign the necessary transfer documents.
 - iv. The Land Registrar is mandated to dispense with the production of the original title deed if need be.
- c. Costs in the trial Court and on appeal are in favor of the Appellants.

46. Orders accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY AT THIKA THIS 28TH DAY OF OCTOBER, 2024 VIA MICROSOFT TEAMS.

J G KEMEI

JUDGE

Delivered online in the presence of;

Ms. Thuo HB Kimani Kahete for the 1st – 13th Appellants

Respondent – present in person

Court Assistant – Phyllis

