



REPUBLIC OF KENYA

IN THE ENVIRONMENT & LAND COURT

AT NAIROBI

ELC SUIT NO. 887 OF 2013

MONGERI MIRIERI NYANGANYERIA.....PLAINTIFF

VERSUS

THE DISTRICT LAND REGISTRAR THIKA.....1ST DEFENDANT

PAUL RUCHUHI THUITA.....2ND DEFENDANT

MINNEH MUTHONI NDUNGU.....3RD DEFENDANT

JUDGMENT

On 30th November, 1982, the plaintiff who was a teacher applied to Mwalimu Investment Company Limited to be allocated a parcel of land measuring 3 acres at Ruiru. By a letter dated 29th December, 1982 Mwalimu Investments Company Limited (hereinafter referred to only as “Mwico”) allocated to the plaintiff the said parcel of land on terms and conditions that were set out in the said letter of allotment. The plaintiff accepted the offer and made the necessary payments to Mwico. After the finalisation of the sub-division process of the previously larger parcel of land owned by Mwico at Ruiru, the plaintiff was registered on 17th January, 1997 as the owner of all that parcel of land known as Ruiru/Ruiru East Block 3/1867 measuring 1.212 Ha. (herein after referred to as “the suit property”). Sometimes in January, 2009 when the plaintiff wanted to sell the suit property, he discovered that something was amiss with his title to the property. The plaintiff carried out a search on the title of the suit property on 9th January, 2009 which revealed that the suit property was registered in the name of the 3rd defendant.

The plaintiff brought this suit against the defendants on 22nd July, 2013 seeking a declaration that he was the lawful owner of the suit property and that the 2nd and 3rd defendants’ titles and claims over the suit property were fraudulent null and void. The plaintiff also sought rectification of the register for the suit property by cancellation of the names of the 2nd and 3rd defendants and substitution thereof with the name of the plaintiff. Finally, the plaintiff sought a permanent injunction to restrain the defendants from trespassing on or in any other way interfering with the plaintiff’s right to quiet possession of the suit property.

The plaintiff’s suit was defended by the 1st and 3rd defendants. The 2nd defendant did not enter appearance and as such did not defend the suit. The 1st defendant filed its statement of defence on 8th December, 2014 in which it generally denied the plaintiff’s claim. On her part, the 3rd defendant filed her statement of defence on 23rd July, 2014 through the firm of Kingoo & Associates Advocates. In her defence, the 3rd defendant denied that the suit property was allocated to the plaintiff by Mwico and that the plaintiff was issued with a title in respect thereof on 17th January, 1997. The 3rd defendant averred that she was the registered proprietor of the suit property having been issued with a title in respect thereof on 12th November, 2008. The 3rd defendant averred that she purchased the suit property from the 2nd defendant who was the first registered owner thereof. The 3rd defendant denied that she colluded with the 1st and 2nd defendants to fraudulently dispossess the plaintiff of the suit property. In the alternative, the 3rd defendant averred that she was a bona fide and innocent purchaser for value of the suit property and that the plaintiff who was a stranger to her was trying to dispossess her of the suit property fraudulently. The 3rd defendant contended that the plaintiff’s suit was bad in law and disclosed no reasonable cause of action against her.

It appears from the record that the 3rd defendant had appointed two (2) law firms, Kingoo & Associates Advocates and Ishmael & Company Advocates to represent her in this suit. This fact was not brought to the attention of the court at the trial. The two law firms entered appearance and filed separate statements of defence on behalf of the 3rd defendant. However, it was the firm of Kingoo & Associates Advocates which appeared in court and defended the 3rd defendant. In the circumstances, I have ignored the defence and counter-claim that was filed by the firm of Ismael & Company Advocates on 2nd July, 2014 as the firm seems not to have been instructed in the matter.

At the hearing of the suit, the plaintiff, the 2nd defendant and 3rd defendant called one witness each. There was additional witness (DW 3)

who gave evidence after all the parties had closed their respective cases by consent of the parties. In his witness statement dated 22nd July 2013 and oral evidence given in court, the plaintiff stated as follows. He is a retired teacher. He was at all material times the registered owner of the suit property. The suit property was allocated to him by Mwico in 1982. He was registered as the proprietor of the suit property on 17th January, 1997 when he was also issued with a title deed in respect thereof at Kiambu Land Registry. At the material time, there was no Land Registry at Thika. On 9th January, 2009, he did a search on the title of the suit property which revealed that the property was registered in the name of the 3rd defendant. He thereafter conducted a personal search on the register of the suit property. The register showed that the 2nd defendant was the first registered owner of the suit property and that the 2nd defendant was issued with a title deed in respect of the property on 16th April, 2004. The register also showed that the 2nd defendant transferred the suit property to the 3rd defendant on 12th November, 2008.

Following this development, he formed the opinion that the defendants had colluded to dispossess him of the suit property. He reported the matter at Thika and Ruiru Police Stations. The Police did not take any action on the matter as they requested for a copy of the register for the suit property which the 1st defendant refused to provide. He requested the 1st defendant to place a restriction on the title of the suit property and to rectify the register by cancelling the fraudulent titles that had been issued to the 2nd and 3rd defendants. Although the 1st defendant placed a restriction on the title of the suit property, he refused to rectify the register by cancelling the fraudulent entries and restoring his name as the owner of the suit property. He did not know under what circumstances the 2nd and 3rd defendants came to be registered as owners of the suit property as he was still holding the original title for the suit property. He was left with no alternative but to file this suit.

The plaintiff produced in evidence in support of his case copies of, the letter of offer dated 29th December, 1982 addressed to him by Mwico, the title deed dated 17th October, 1997, a certificate of official search dated 9th July, 2009, a letter to the 1st defendant dated 21st January, 2009, a letter dated 27th September, 2011 by his previous advocates Ransley, McVicker & Shaw Advocates, a letter dated 13th March, 2013 by the 1st defendant to his previous advocates Soita and Saende Advocates and a letter dated 9th July, 2013 by the 1st defendant to the 3rd defendant's advocates.

In cross-examination by the 1st defendant's advocate, the plaintiff stated that the 1st defendant fraudulently removed from the record, the Green Card (register) for the suit property which bore his name as the owner of the suit property and issued another title deed for the suit property to the 1st defendant while the title that had been issued to him was still in his possession. In cross examination by the 3rd defendant's advocate, the plaintiff stated that he was issued with a title deed at Kiambu Land Registry and that as at the time he was doing a search, he did so at Thika Land Registry because the records for land at Ruiru had been transferred to Thika Land Registry. The plaintiff stated further that the Green Card (register) for the suit property that had his ownership details was either destroyed or hidden at the Land Registry.

The 1st defendant's defence was that according to the records kept at the land registry, the suit property was registered in the name of the 3rd defendant who acquired the same from the 2nd defendant. The 1st defendant's witness, Benard Leitich (DW2) stated that the 2nd defendant was registered as the owner of the suit property on the basis of documents that he presented to the 1st defendant. DW2 stated that if the suit property was registered in the names of both the plaintiff and the 3rd defendant as owners thereof, he was not in a position to explain what could have given rise to such incident. He told the court that he had contacted the former manager of Mwico on the dispute over the property and he supplied him with documents which were at variance with the records held by the 1st defendant.

In cross-examination by the 3rd defendant's advocate, DW2 stated that according to the records held by the 1st defendant, the suit property had never been registered in the name of the plaintiff. He stated that the records held by the 1st defendant showed that the 3rd defendant was the owner of the suit property and that the previous owner was the 2nd defendant. He stated further that there was no evidence that the records relating to the suit property were altered. He stated further that there was a time when Thika Land Registry was at Kiambu and that the registry was moved to Thika in July, 1997. He stated that he did not have returns of the documents that were transferred from Kiambu to Thika Land Registry.

In cross-examination by the plaintiff's advocate, DW2 reiterated that he could not trace the returns that were kept by the 1st defendant for the documents that were transferred from Kiambu Land Registry to Thika Land Registry. DW2 stated that in the absence of the said returns he was not in a position to confirm the transactions that took place at Kiambu Land Registry in relation to the suit property. The witness told the court that some of the parcels of land that came from the hitherto larger parcel of land known as Ruiru/Ruiru Block 3 were registered at Kiambu Land Registry while others were registered at Thika Land Registry after the registry was moved to Thika from Kiambu. He told the court further that the title deed held by the plaintiff looked genuine and that it was issued at Kiambu Land Registry before the registry was moved to Thika. The witness told the court that as a result of poor record keeping it was possible at times to have two registers for the same parcel of land. The witness told the court that the former employee of Mwico whom he had contacted concerning the dispute over the suit property was one, Francis Njenga. In examination by the court, DW2 reiterated that the original copy of the title deed for the suit property in the possession of the plaintiff looked authentic. He stated further that according to the said title deed, the register for the suit property was opened at Kiambu Land Registry on 19th January, 1997 before the registry was transferred to Thika. He stated that the register that was the basis of the plaintiff's title should have been brought together with the other records from Kiambu Land Registry to Thika Land Registry. He told the court that he could not trace the register at Thika Land Registry.

In her evidence, the 3rd defendant maintained that she was the lawful owner of the suit property. The 3rd defendant told the court that in 2006, she wanted to purchase land and a land agent introduced her to the 2nd defendant who had land for sale. The 3rd defendant stated that after visiting the parcel of land that was on sale with the 2nd defendant, he carried out an official search which confirmed that the property was registered in the name of the 2nd defendant and that the title had no encumbrances. She stated that the 2nd defendant gave him copies of the documents that he had in his possession in respect of the suit property and informed her that he had acquired the property from Mwico. The 3rd defendant stated that after confirming that the 2nd defendant held a clean title, he entered into an agreement for sale with the 2nd defendant in respect of the property. She stated that she purchased the property at Kshs.360,000/= which she paid to the 2nd defendant in

cash. The property was subsequently transferred to her name and she was issued with a title deed in respect thereof on 12th January, 2008. She stated that after the property was registered in her name, she took possession and had been carrying out farming activities thereon.

The 3rd defendant stated that in 2012, she conducted a search on the title of the suit property which revealed that a restriction had been placed on the title on the ground that there was a dispute over the ownership of the same. The 3rd defendant stated that she protested to the 1st defendant regarding the said restriction and was thereafter served with summons in this case. The 3rd defendant stated that the 2nd defendant was unknown to her prior to 2006 and as such there was no way she could collude with him to dispossess the plaintiff of the suit property. She stated that she was a bona fide purchaser of the suit property for value from the 2nd defendant. The 3rd defendant produced in evidence as exhibits, copies of, the title deed for the suit property dated 16th April, 2004 in the name of the 2nd defendant, a letter of offer dated 1st February, 1983 by Mwico to the 2nd defendant, a sketch plan showing the location of the suit property, receipts dated 4th February, 1983 and 24th November, 1993 issued by Mwico and Mwalimu Sukari Company Limited respectively, Identity Card and Pin Certificate for the 2nd defendant, agreement for sale dated 4th December, 2006 between the 3rd defendant and the 2nd defendant, the title deed dated 12th November, 2008 in the name of the 3rd defendant, letters dated 18th April, 2012 by Wangari & Co. Advocates, extract of the register for the suit property, a letter dated 27th September, 2011 by Ransley, McVicker and Shaw Advocates and a letter dated 13th March, 2013 by the 1st defendant to Soita Saende & Co. Advocates.

The last witness who gave evidence was Francis Ndungu Njenga (DW 3). DW 3 testified at the request of the plaintiff's advocate with the concurrence of the advocates for the 1st and 3rd defendants. DW 3 was a former employee of Mwico. He told the court that he worked for Mwico for 16 years between 1983 and March, 1999. He stated that he was contacted by Benard Leitich (DW 2) concerning the dispute between the plaintiff and the 3rd defendant over the suit property. He stated that he used to work for Mwico as a clerk and that the plaintiff acquired the suit property which was part of Mwalimu Farm in Kiambu County. DW 3 confirmed that the plaintiff was offered the suit property and that he paid the requisite charges. He produced in evidence (D Exh. 12) a photocopy of a register that contained the names of the people who were allocated plots by Mwico at Mwalimu Farm. DW3 stated that the plaintiff's name appeared in the said register against his T.S.C number 136953 and that he was allocated Plot No. 1245 in the Scheme Plan. He stated that the plot was subsequently given a new number after survey and preparation of the Registry Index Map. DW 3 told the court that the 2nd defendant was known to him. He stated that the 2nd defendant was the one who replaced him at Mwico when he retired. He stated that Mwico's members were drawn from the teaching profession. He stated that the letter of allotment dated 1st February, 1983 (D Exh. 2) that was purportedly issued to the 2nd defendant by Mwico was not genuine. He stated that the letter bore reference number 2823 which according to the allocation register (D Exh. 12) belonged to W. Njeri Mukora of T.S.C number 122251 who had applied for land measuring 15 acres. He stated that the particulars relating to the allotment of the suit property to the 2nd defendant were not in the records of Mwico. He stated that it was the plaintiff who had a genuine letter of allotment of the suit property and that Plot No. 1245 that was allotted to the plaintiff was later given title No. 1867.

In cross-examination by the 3rd defendant's advocate, DW3 stated that he was employed by Mwico as a clerk and that when he retired, Mwico continued to operate. He stated that the original documents that he brought to court were retrieved from the offices of Mwico after it had ceased to operate. He stated further that not all who were allocated land by Mwico were teachers and that he was a beneficiary of the allotment although he was not a teacher. He stated further that the register that he produced (DW12) was not the final document that was forwarded to the lands office for processing of titles. He also confirmed that Mwico and Mwalimu Sukari Company Limited were one and the same company. He reiterated that the plaintiff was allocated Plot No. 1245 which was later assigned title number 1867. He stated that the letter of allotment that was purportedly issued to the 2nd defendant by Mwico was a forgery and that the payments that were allegedly made by the 2nd defendant were not what was payable for the allotments. DW3 stated that the Plaintiff's title deed was issued by a land registrar known as Mr. Aquella at Kiambu Land Registry.

After the close of evidence, the parties made closing submissions in writing. From the pleadings, the evidence tendered and the submissions by the parties, the following are in my view the issues which arise for determination in this suit:

- 1. Who was the first to be registered as the owner of the suit property as between the plaintiff and the 2nd defendant?**
- 2. Did the 2nd defendant acquire the suit property lawfully?**
- 3. Was the sale and transfer of the suit property by the 2nd defendant to the 3rd defendant lawful?**
- 4. Is the plaintiff entitled to the reliefs sought in the plaint?**

Whether it is the plaintiff or the 2nd defendant who was the first to be registered as the owner of the suit property:

From the evidence on record, I am satisfied that the plaintiff established the following facts. The suit property was a sub-division of a previously larger parcel of land owned by Mwico. Mwico drew its membership mostly from teachers. The plaintiff was a teacher. He applied to Mwico to be allocated a plot measuring 3 acres at Ruiru and was allocated the suit property on 29th December, 1982. The suit property was within the jurisdiction of Kiambu Land Registry before a Land Registry was established at Thika in July, 1997 and the records relating to the property moved to Thika Land Registry. The plaintiff was registered as the proprietor of the suit property at Kiambu Land Registry on 17th January, 1997 and was issued with a title deed on the same date.

DW 2, a land registrar at Thika Land Registry told the court that the title deed held by the plaintiff in respect of the suit property was genuine and that it was issued at Kiambu Land Registry before the registry was moved to Thika. DW 2 told the court that he could not trace the returns for the documents that were transferred from Kiambu Land Registry to Thika Land Registry and as such he could not confirm the transactions that took place at Kiambu Land Registry. DW 2 told the court that from the documents held at Thika Land Registry, the 3rd defendant was the registered owner of the suit property having acquired the same from the 2nd defendant on 12th November, 2008. The 2nd

defendant was registered as the owner of the suit property at Thika Land Registry on 16th April, 2006.

The evidence that was tendered by the plaintiff that he was the first to be registered as the owner of the suit property was supported by DW 3. DW 3 was working as a clerk at Mwico. DW 3 told the court that the suit property was allocated to the plaintiff and not to the 2nd defendant. DW 3 termed the letter of allotment dated 1st February, 1983 that was purportedly issued to the 2nd defendant by Mwico as a forgery. DW 3 produced Mwico's allocation register and balloting book which showed that the suit property was allocated to the plaintiff and not to the 2nd defendant who took over as a clerk at Mwico on the retirement of DW 3 in 1999. DW 3 told the court that the plaintiff's title was issued by a land registrar at Kiambu Land Registry named Mr. Aquella.

The evidence of DW 3 was not controverted in any material respect. DW 3 stood firm in cross-examination and his evidence was not shaken. The 2nd defendant did not defend the suit. The allegations of collusion, forgery and fraud that were raised against him were not controverted. All the documents that were produced by the 3rd defendant in support of the 2nd defendant's title to the suit property were contested. What was left for the 3rd defendant to cling on was the 2nd defendant's title deed. In the Court of Appeal case of Munyu Maina v Hiram Gathiha Maina [2013] eKLR that was cited by the plaintiff, the court stated 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.... 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....”

The same reasoning was adopted in the case of Daudi Kiptugen v Commissioner of Lands & 4 Others [2015] eKLR also cited by the plaintiff where the court stated that:

“...the acquisition of title cannot be construed only in the end result; the process of acquisition is material. It follows that if a document of title was not acquired through a proper process, the title itself cannot be a good title. If this were not the position then all one would need to do is to manufacture a Lease or a Certificate of title at a backyard or the corner of a dingy street, and by virtue thereof, claim to be the rightful proprietor of the land indicated therein.”

From the evidence before me, I am satisfied that the plaintiff was the first to be registered as the owner of the suit property on 17th January, 1997 at Kiambu Land Registry. The evidence before me points to a fraudulent scheme that was hatched by the 2nd defendant with the connivance of the 1st defendant to dispossess the plaintiff of the suit property. It is apparent that when the records for the suit property were transferred to Thika Land Registry in July, 1997 from Kiambu Land Registry, the register for the suit property that was opened on 17th January, 1997 at Kiambu Land Registry with the plaintiff as the registered owner was removed and/or destroyed and a new register was opened on 16th April, 2004 with the 2nd defendant as the registered owner. The 2nd defendant who was an employee of Mwico had insider information on the suit property which helped him in the execution of the fraud. The scam could not have succeeded however without the collusion of the 1st defendant. Although DW 2 told the court that the plaintiff held a genuine title deed that was issued at Kiambu Land Registry, he could not explain to the court how another register was opened for the suit property at Thika Land Registry. He could not also explain what happened to the register for the suit property that was opened at Kiambu Land Registry on 17th January, 1997. The 3rd defendant submitted that the plaintiff could have called a witness from Kiambu Land Registry to shed light on this issue. I do not think that such witness would have been of any help because all the records relating to Ruiru/Ruiru East Block 3 registration section were transferred to Thika Land Registry in July, 1997 and as such Kiambu Land Registry would not have had any record relating to the suit property.

Due to the foregoing, it is my finding that as between the plaintiff and the 2nd defendant, the plaintiff was the first to be registered as the owner of the suit property.

Whether the 2nd defendant acquired the suit property lawfully:

The evidence before this court shows that the 2nd defendant was not allocated the suit property by Mwico and that he used his position as a clerk at Mwico to fraudulently acquire the suit property which was already registered in the name of the plaintiff. The plaintiff's letter of allotment of the suit property and his title deed were issued prior to those of the 2nd defendant. In the case of Benja Properties Limited v Syedna Mohammed Burhannudin Sahed & 4 others [2015] eKLR, the Court of Appeal cited with approval the High Court case Gitwany Investment Limited v Tajmal Limited & 2 others. (2006)eKLR where the court stated that:

“My understanding is therefore that the title given to Gitwany in the first instance and which I have held to be absolute and indefeasible as regards the suit land is the earlier grant and in the words of the Court of Appeal in Wreck Motors Enterprises vs. commissioner of Lands, C.A. No. 71/1997 (unreported) – is the “grant [that] takes priority. The land is alienated already.” This decision was again upheld in Faraj Maharus vs. J.B. Martin glass Industries and 3 others C.A 130/2003 (unreported). Like equity keeps teaching us, the first in time prevails so that in the event such as this one where, by a mistake that is admitted, the Commissioner of Lands issues two titles in respect of the same parcel for land, then if both are apparently and in the fact to them, issued regularly and procedurally without fraud save for the mistake, then the first in time must prevail. It must prevail because without cancellation of the original title, it retains its sanctity....”

The plaintiff title over the suit property must prevail against that of the 2nd defendant. It is my finding therefore that the 2nd defendant acquired the suit property unlawfully.

Whether the 3rd defendant acquired the suit property lawfully from the 2nd defendant:

I am in agreement with the 3rd defendant that from the evidence on record, she was not involved in the fraudulent acquisition of the suit property by the 2nd defendant who ultimately sold the property to her. The 2nd defendant having acquired the suit property fraudulently and illegally, his title was null and void. A null and void title cannot confer valid interest in land. The 2nd defendant did not therefore have a valid title over the suit property that he could convey to the 3rd defendant. The title that was transferred by the 2nd defendant to the 3rd defendant was invalid, null and void with the result that the 3rd defendant acquired no interest in the suit property. I am supported in this finding by the decision in the case of West End Butchery Ltd. v Arthi Highway Developers Ltd. & 6 others [2012] eKLR that was confirmed by the Court of Appeal in Arthi Highway Developers Ltd. v West End Butchery Ltd. & 6 others [2015] eKLR where the court (Nyamweya J.) stated as follows:

“It is in my view unjust and inequitable that an innocent proprietor can be dispossessed of his or her legal title to land through the acts of a fraudster, and this cannot have been the intention of section 23 of the Registration of Titles Act. I am persuaded by the statements made in Alberta Mae Gacie V Attorney General & 4 Others (2006) eKLR where this court (Hon. Justice Onyancha) stated as follows:

“Cursed should be the day when any crook in the streets of Nairobi or any town in this jurisdiction, using forgery, deceit or any kind of fraud, would acquire a legal and valid title deceitfully snatched from a legal registered innocent proprietor. Indeed, cursed would be the day when such a crook would have the legal capability or competence to pass to a third party, innocent or otherwise, a land interest that he does not have even if it were for valuable consideration. For my part, I would want to think that such a time when this court would be called upon to defend such crooks, has not come and shall never come....”

Likewise in the case of Iqbal Singh Rai vs Mark Lecchini and the Registrar of Titles, Civil Case No 1054 of 2001, this court (Hon. Justice Muchelule) held as follows:

“At the time when the 1st Defendant sought to buy the land in dispute the registered proprietor was the Plaintiff. There is no dispute that he never dealt with the Plaintiff in the transaction that followed. The person with whom he dealt was not the registered proprietor of the land in dispute. The person was a fraud who had no claim whatsoever to the land. The consequence is that the 1st Defendant was a purchaser who did not deal with the registered proprietor of the land. Section 23(1) protects ‘title issued to a purchaser upon the transfer or transmission by the proprietor thereof’. The 1st Defendant did not obtain a transfer from the Plaintiff who was the registered proprietor. He obtained a transfer from a fraudulent person who had no claim to the land. He cannot I find invoke the provisions of section 23(1) to say he obtained an indefeasible title.”

It is thus my finding that similarly, in this case the 1st Defendant did not obtain a transfer from the registered proprietor, but from fraudulent persons namely the 2nd and 3rd Defendants who had no claim to the suit property. The 1st Defendant cannot therefore invoke indefeasibility of title and the transfer to him by the 2nd and 3rd Defendants was null and void”.

It is my finding that the title that was acquired by the 3rd defendant from the 2nd defendant was not a valid title capable of conferring any interest in the suit property upon the 3rd defendant and that the title held by the 3rd defendant does not qualify for protection under section 26 and section 80 (2) of the Land Registration Act, 2012 which the 3rd defendant has called into her aid in her submissions.

Whether the plaintiff is entitled to the reliefs sought in the plaint:

I am satisfied that the plaintiff has proved his claim against the defendants and that he is entitled to the reliefs sought in the plaint. I therefore enter judgment for the plaintiff against the defendants jointly and severally for:

1. A declaration that the plaintiff is the lawful proprietor of all that parcel of land known as Ruiru/Ruiru East Block 3/1867 and that the titles that were acquired by the 2nd and 3rd defendants were fraudulent, null and void.
2. An order cancelling the land register that was opened on 16th April, 2004 for Ruiru/Ruiru East Block 3/1867 together with all the entries therein.
3. An order cancelling the title deeds dated 16th April, 2004 and 12th November, 2008 issued to the 2nd and 3rd defendants respectively.
4. An order for the 1st defendant to reconstruct and/or restore the original register for Ruiru/Ruiru East Block 3/1867 with the opening date as 17th January, 1997 and the plaintiff as the 2nd registered owner after the Government of Kenya in accordance with the title deed dated 17th January, 1997 held by the plaintiff.
5. A permanent injunction restraining the 2nd and 3rd defendants, their servants, agents and/or assigns from trespassing on or interfering in any way with the plaintiff's quiet possession of Ruiru/Ruiru East Block 3/1867.
6. The costs of the suit to the plaintiff to be paid by the 1st and 2nd defendants.

Delivered and Dated at Nairobi this 25th day of October 2018

S. OKONG'O

JUDGE

Ruling read in open court in the presence of:

No appearance for the Plaintiff

No appearance for the 1st Defendant

No appearance for the 2nd Defendant

No appearance for the 3rd Defendant

Catherine - Court Assistant