



**Mwangi (suing as the Legal Representative of the Estate of Samuel Mwangi
Karanja - Deceased) v Thiro & 2 others (Environment & Land Case
122 of 2014) [2023] KEELC 114 (KLR) (19 January 2023) (Judgment)**

Neutral citation: [2023] KEELC 114 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAKURU
ENVIRONMENT & LAND CASE 122 OF 2014
FM NJOROGE, J
JANUARY 19, 2023**

BETWEEN

**DANIEL KIMEMIA MWANGI (SUING AS THE LEGAL REPRESENTATIVE OF
THE ESTATE OF SAMUEL MWANGI KARANJA - DECEASED) PLAINTIFF**

AND

PETER KARIUKI THIRO 1ST DEFENDANT

KENTON KIJABE CO-OPERATIVE SOCIETY LTD 2ND DEFENDANT

LAND REGISTRAR NAIVASHA 3RD DEFENDANT

JUDGMENT

1. The plaintiff filed a plaint dated 6/5/2014 seeking the following orders:
 - a. Cancellation or revocation of title deed issued to the 1st defendant herein in respect of land Parcel No Longonot /Kijabe Block 3/556 (Kenton/Kijabe)
 - b. Costs of the suit;
 - c. Any other or further relief that this court may deem fit and just to grant.
2. The plaintiff's case is that he is son to the deceased who owned Land Parcel No Longonot /Kijabe Block 3/556 (Kenton Kijabe) (the suit land;) that through fraud on the part of the defendants 1st defendant obtained title to the suit land; it is alleged that the 1st and 2nd defendants procured a clearance certificate from the 2nd defendant in the former's name while aware that the suit property did not belong to him and that he forged or caused to be forged ownership documents whereupon the 2nd defendant caused the property to be registered in his name. the plaintiff avers that he was in occupation of the suit land between 1983-1995 but he moved out due to insecurity. He returned to the suit land in 2014 and was in occupation at the time of the filing of suit.



The 1st Defendant's Defence

3. The 1st defendant filed his defence on 18/6/2015 and denied the claim. he stated that he was issued with a title deed for a property he lawfully owned, which is the suit land.

The 2nd Defendant's Defence

4. The 2nd defendant filed its defence on 18/6/2014 and denied the claim. It stated that it is under statutory management and it can not be sued unless and until the receivership expires or is terminated.

The 3rd Defendant's Defence

5. The 3rd defendant filed his statement of defence on 26/6/2014 and also denied the claim.

Evidence of the arties

6. PW1 testified on 16/3/2018. His evidence is that he has been a member of the 2nd defendant society since 1966; that he was also the secretary to the society from 1966 to 1982; that a committee with a chairman, a secretary and a treasurer managed the society's affairs; that the society land was 13,000 acres; that for membership one paid Kshs 740/= per share; that upon full payment members surrendered receipts and were issued with share certificates; that initially members were given 3 acre plots on a temporary basis; that Samuel Mwangi Karanja was issued with a share certificate No 984; that the signatures on that certificate are familiar to the witness and they are genuine; that share certificate no 1285 was signed by persons not elected to leadership of the society and it lacked a stamp though it had a seal of the company; that no member was allowed to purchase a share for his child though members could purchase other members' shares if they so desired. Upon cross examination he stated that the share Certificate No 1285 is not genuine and only an adult could be a member and be issued with a share certificate, and every member had to be issued with a plot number that corresponded with his share certificate number.
7. PW2 testified on November 28, 2019 and adopted his witness statement dated 6/5/2014 as his evidence. His evidence is that Samuel Mwangi Karanja is his father who held share certificate no 984 (P Exh 1). He produced in evidence a Kshs 100/= receipt dated 11/5/1968 for "tractor fee" (P Exh 3A), a Kshs 10 receipt for "work fee" (P Exh 3B), a Kshs 40/- receipt dated 26/5/1973 for "water fee" (P Exh 3C), a Kshs 5/- receipt of 11/5/1968 for "posho fee" (P Exh 3D); a ballot paper no 556 (P Exh 4) clearance letter dated 19/5/1993 which is stamped by the district officer (P Exh 5) and a certificate of confirmation of grant in Nakuru Succession Cause No 12 of 1989 (P Exh 6). He explained that he received P Exh 5 only after presenting his late father's documents at the district officer's office. He stated that his late father's name was in the register of the 2nd defendant; he denied that his late father's address was "Post Office Box 837 Naivasha" and averred that his father worked at Kijabe throughout his life. He further averred that share certificate number 1285 in the name of Peter Warorua is not genuine as it does not have the 2nd defendant's stamp like the other share certificated in his bundle; that the number of the Number of certificate in the genuine certificates is printed while on certificate no 1285 it is typed. He stated that every member had a share certificate that would entitle him to 3 plots on portion A and another on portion B.
8. Upon cross-examination by Mr Gekonga PW2 stated that he found the receipts in his father's suitcase at home; that he attended some of the 2nd defendant's meetings when they were called; that he has never been summoned by the 2nd defendant over claims of his invasion of the 1st defendant's plot; that the suit land is fenced and it has trees on it but it has no structure; that Maasai attacked him during the



infamous tribal clashes on 17/4/1995; that during his occupation of the suit land between 1989-1995, nobody lodged any allegations against him and that he sued the 2nd defendant society as it had colluded with the 1st defendant to take the suit land.

9. Upon cross-examination by Ms Cheruiyot PW2 stated that he was shown the members register of the 2nd defendant by the Land Registrar at Naivasha and he had seen that his late father's name was in it while the 1st defendant's name was lacking.
10. PW3 David Githiomi Karucini testified on November 28, 2019 and adopted his witness statement dated 25/7/2019 as his evidence-in-chief; that he knew the late Samuel Mwangi Karanja; that PW3's father was a member of the 2nd defendant; that he owned plot no 433 measuring 5.5 acres Kenton Kijabe Farm which he transferred to PW3 on which the witness still resides; that they were neighbours with the plaintiff's father; that the plaintiff built on the suit land sometime in 1984 and had planted a live fence around it and planted trees the two features which are still in existence; that in 1995 there was insecurity in the area due to cattle rustling from a neighbouring community and the plaintiff who fell victim to the raids demolished his houses and carried the building materials and shifted from the area to Magina near Kijabe hospital; that the suit land remained uncultivated for a long time but later the plaintiff began using it without residing thereon.
11. Upon re-examination PW3 stated that he has never had a neighbour by the name Peter Kariuki and he has never seen any other person besides the plaintiff using the land. With his evidence the plaintiff's case was marked closed.
12. DW1 Josphat N Kariuki testified on 17/5/2022 and adopted his witness statement in filed in the record. His evidence is that he is father to the 1st defendant; that the 1st defendant is in hospital in America; that he balloted and was shown the suit land; that he bought the suit land from the 3rd defendant for his son the 1st defendant; that the land was given to Peter Warorua; that the plaintiff was summoned 4 times to the venue of the cooperative office in vain; that he fenced the plot but someone uprooted the fence; that he reported the incident to the 2nd defendant and the officials identified the culprits and summoned them but they failed to attend; that upon balloting DW1 obtained ballot no 556 which was used to process the title; that there was no fraud on the part of the 1st defendant; that DW1 was not prosecuted in any criminal case and there is no allegation that the documents of the 1st defendant are forged. He reiterated that he purchased the land for the 1st defendant.
13. Upon cross examination by Mr Ngure DW1 stated that the 1st defendant has never constructed any structures on the suit land or conducted farming thereon; that his fence was a post-and-wire fence; that he does not know when that fence was removed; that he never reported the incident to the police; that he did not know the owners of the neighbouring parcels; that he was given the land in 1987; that no persons were settled before the survey was conducted in 1969; that he was also given another parcel no 261 comprising of one acre which he has already sold; that the 1st defendant was born in 1958 while share certificates were issued in 1969; that he caused the land to be registered in the 1st defendant's name as he was the first born; that he never bought himself any share; that the names "Peter Warorua" and "Peter Karioki Thiro" appearing alternately on the various documents relied on are all the 1st defendant's names; that when he bought the land the receipts were in the name of Peter Warorua" only but he speculated that the name "Thiro" may have been added by the 1st defendant as it was also his name. He denied that his son fraudulently obtained the suit land from the liquidator of the 2nd defendant. He does not know why the word "repossession" appears on the receipt dated 14/1/2013; he does not know how the society officials obtained the name of the plaintiff's father or his purported address in order to address him a summons after DW1 reported that is fence had been uprooted by unknown persons; he does not know whether the summoning letter was physically served



- on the addressee; he lived in Limuru does not know whether there was any person who had been utilising the land or that the plaintiff had utilised it since the 1980s; that it was his son who personally collected the title to the suit land.
14. Upon cross-examination by Ms Ngila DW3 reiterated that he balloted for the land and got it. He added that when Peter got an identity card; he pursued and processed title;
 15. Upon re-examination by Mr Gekonga he stated that his name was also “Thiru” and “Warorua” and “Kariuki” are the 1st defendant’s name. he denied that the land had ever been repossessed.
 16. On 2/6/2022 Mr Gekonga communicated to court the 1st defendant’s waiver of his right to testify in the suit and DW1 was recalled to produce documentary evidence in the suit.
 17. Upon further cross-examination after producing documents, DW1 lacked any explanation for the 1st defendant’s assertion in his statement filed on 18/6/2014 indicating that his father was deceased. He maintained that the suit land was not a repossession case and he does not know why D Exh 2(i), his own exhibit, stated on its face that the land was repossessed from Samuel Mwangi Karanja.
 18. DW2 Stephen Kariuki Gicheha testified on 2/6/2022 and adopted his witness abatement filed on 12/4/2018. His statement states that he is the secretary to the Kenton Kijabe Hill cooperative society ltd; that he has gone through all the records of the society and found that the name Samuel Mwangi Karanja does not appear in the list of members; that Samuel Karanja Mwangi failed to meet the conditions requisite for one to obtain land from the society; that Samuel failed to produce Kshs 500/= survey fees receipt to entitle him to participate in balloting; that his case has been discussed and he has not been found to be the owner of the land and that the documents he holds are forgeries.
 19. Upon cross-examination DW2 stated that he became the society’s secretary in 1997; that in 1987 Samuel Karanja Mwangi was summoned over the dispute but he failed to honour the summons. Later on in his evidence he stated that the receipts indicating the land had been repossessed from Samuel were issued because Samuel had illegally claimed the land and irregularly included in the register and that repossession was done in order to get his name out so that he does not use the forged documents to claim the land. He then confirmed that the suit land was repossessed from Samuel on 14/1/2014, though it had been allegedly discovered much earlier in 1991 that he was in the list irregularly. He was unable to explain why if the error in the inclusion of the deceased’s name in the register was discovered in 1991 why his name was not struck out then and why also the society secretary and the DO executed the clearance certificate (P Exh 5) issued in 1993, that the 1st defendant had been the owner of the suit land since balloting in 1982, and the liquidator did not sell the land to him in 2014.
 20. Upon re-examination by Mr Gekonga, DW2 stated that the liquidator was authorised to create fees, and in the present dispute the Kshs 80,000/= charged by was set by the liquidator and not the society.
 21. DW2 Naftali Miranyi Omari testified on October 19, 2022 and adopted his witness statement dated 11/6/2014 filed in court on 12/4/2018. His evidence is that in the society records the name of Samuel Mwangi Karanja did not feature, and that he relied on the documents availed to him to reach the conclusion that Peter Kariuki Thiro was the owner of the suit land.
 22. Upon cross-examination by Mr Ngure he was not certain of where the postal address used to attempt to reach and summon Samuel had been obtained from and whether Samuel ever received the letters summoning him for the resolution of the dispute, but he is aware that he never responded to the summons. No determination of the dispute had been arrived at by the time he was appointed liquidator and he therefore dealt with the dispute in 2013 upon appointment. He therefore issued the 1st defendant with a clearance certificate. He averred that he met both the plaintiff and the 1st defendant



in his office and perused P Exh 1 and P Exh 5 but never saw the plaintiff's receipts. He averred that the society was under the commissioner from 1986-1991 and not under elected officials, and that from 1992 onwards the society was under an elected management committee. Balloting had to be upon payment of survey fees and the share certificate had to be signed by the management committee and bear the society's seal. He averred that the 1st defendant was listed in the register of members and he was shown his documents including D Exh 1 No member was supposed to have more than one share and none could have two share certificates; minors were excluded from owning shares. He acknowledged that the receipts evidencing repossession (PEXh 2(h) and (i)) were from his office and that the name Samuel was in the register and rectification had to be done when the 1st defendant lodged a complaint. He stated that he sent persons who brought back an oral report that the land was vacant; that "Peter Kariuki Thiro" is the same as "Peter Warorua" and he was identified to DW3 by his father and another person and he was then issued with a clearance certificate. He however agreed that since the policy was not to issue certificates to minors, and by 1968 the 1st defendant must have been 7 years old having been born in 1961, then "Peter Warorua" must have referred to a person other than the 1st defendant.

23. 3DW1 Minnie Wacuka, Land Registrar, Naivasha, testified on October 28, 2022 and adopted the witness statement of her predecessor one JM Mwaura as her evidence in chief in the suit. Her evidence is that the 1st defendant is the registered proprietor of the suit land who was issued with title on 20/3/2014; that according to the copy of the society register held by the lands office (3DExh6) the names "Samuel Mwangi Karanja" and "Daniel Kimemia Mwangi" appear on that register; however, they are crossed out with a line and the name of "Peter Kariuki Thiro" inserted. Against the cancellations and insertion is a stamp of the liquidator of the society and a signature. 3DW1 was not able to tell when the name of the 1st defendant was inserted into that register. According to her, the register in her office is quite old. According to her, the cancellation of two names and insertion of the 1st defendant's name was done by the same person and he made some obscure comments in the remarks column.
24. When re-examined by Ms Ngila, 3DW1 stated that the land registrar issued a title in the name of the 1st defendant because that was the name appearing on the land register after alterations by the liquidator. At that juncture the 3rd defendant's case was marked as closed and the court ordered the Parties to file submissions.

Submissions

25. The plaintiff filed his submissions on 3/11/2022 while all the defendants filed theirs on November 21, 2022. I have considered those submissions in the preparation of this judgment.

Determination

26. The following issues are undisputed:
 - a. That the suit land was part of a main parcel that belonged to the 2nd defendant;
 - b. That the name Samuel Mwangi Karanja appeared on the society register and the name of the 1st defendant was only inserted later by the society's liquidator and that the Land Registrar issued a title on the strength of the liquidator's alterations in the society register;
 - c. That the 1st defendant has never been in physical occupation of the suit land.
27. The issues now remaining for determination in this matter are as follows:



- i. Whether the title in the name of the 1st defendant ought to be cancelled for having been procured by way of fraud;
 - ii. Who should bear the costs of the suit.
28. Regarding the first issue it is the correct position in law that fraud must be specifically pleaded and strictly proved. The plaintiff pleaded particulars of fraud against all the 3 defendants. Of vital importance among those particulars was that the 1st defendant forged some documents and used them to procure a clearance certificate from the 2nd defendant while the suit property did not belong to him. these if proved are the most important particulars in view of the provisions of Section 26 of the [Land Registration Act](#) which states as follows:
- “26. 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.
- (2) A certified copy of any registered instrument, signed by the Registrar and sealed with the Seal of the Registrar, shall be received in evidence in the same manner as the original.”
29. It is alleged that the 2nd defendant participated in the forgery and the issuance of a clearance certificate and that the 3rd defendant issued a title deed in the name of the 1st defendant without ascertaining the authenticity or otherwise of his documents notwithstanding that he was not on the titles register.
30. Regarding the last allegation against the 3rd defendant it must be stated here that he followed the records as altered by the 2nd defendant and therefore prima facie he merely performed his duty of registration after documents were forwarded to his office for the purpose by the 1st and 2nd defendants. However, the conduct of the 1st and 2nd defendants must be subjected to intense scrutiny to establish if they are culpable for fraud as alleged by the plaintiff, which fraud may invalidate any registration done by the 3rd defendant in good faith.
31. I agree with Ms Ngila counsel for the Attorney General when she cites [Emfil Ltd Vs Registrar of Titles Mombasa & 2 Others](#) 2014 eKLR and [Gladys Wanjiru Ngacha Vs Theresa Chepsaat & 4 others](#) 2013 eKLR (CA) for the proposition that allegations of fraud are serious in nature and normally require to be strictly pleaded and proved, and as I have previously observed, the plaintiff has already pleaded particulars of fraud. The question is whether those particulars have been proved to the required standard.
32. By now there is no doubt that Samuel Mwangi Karanja held a share certificate no 984 in his name and the 1st defendant held certificate no 1285 in his name, both purporting to have been issued by the 2nd defendant and the question arises as to which of them is genuine. Both the plaintiff and the



- 1st defendant called one witness each who purported to have been a former member of the society to establish that their certificate was genuine; but the plaintiff went a notch higher than the 1st defendant. He presented a batch of share certificates purportedly issued by the 2nd defendant in order to show that due to the common characteristics appearing in all of them his certificate is genuine. The 1st defendant's witness only attempted to discredit the plaintiff's certificate without presenting any such evidence for comparative purposes.
33. Establishing which share certificate is genuine is no mean task given the ubiquitous feature of leadership changes and wrangles in land buying firms in Kenya and the consequent chaos that results when each new set of leaders asserts themselves by issuing fresh or additional documents of ownership, some for dubious considerations.
34. I will consider three things regarding the share certificates in question: the general features, the probability of their having been issued by the 2nd defendant and their relationship to the register of members of the society.
35. Both the plaintiff's and the defendant's share certificates show on their face that they were issued on 5/11/1968. They bear different numbers and entirely different sets of officials' signatures. It does not help much that records of who was in office as an authorised signatory at the time of issuance of the said certificates were not provided by either side. Whereas the plaintiff's certificate bears the society stamp on its face the 1st defendant's has none. The plaintiff's share certificate bears some cancellations regarding the amount of share capital which are present in all the share certificate samples he presented in evidence, that is P Exh 7A-7D. Though no expert evidence was adduced, a visual examination shows that the signatures appearing on the said sample certificates appear similar to those appearing on the plaintiff's certificate but differ completely from those in the 1st defendant's certificate. PW1 testified that he was the secretary to the society from 1966 to 1982 and that Samuel Mwangi Karanja was issued with a share certificate No 984 and that the signatures on that certificate are familiar to the witness and they are genuine. His evidence was not shaken in cross-examination and I find it credible.
36. Regarding the probability of the issuance of the share certificates by the society, it was the evidence of PW1 corroborated by DW3 that the society never gave share certificates to minors and that any member was only entitled to one certificate in his name. Despite that evidence it was the evidence of DW1 that he purchased the share for his son the 1st defendant. Though DW1 orally testified that his son was born in 1958, it later emerged that the son was born in 1961 and the share certificate was purportedly issued in 1969 when he was about 8 years old. It appears strange that despite the society's policy that no minor should be registered as a shareholder DW1 stated as follows under cross examination by Mr Ngure:
- “I desired to have the land registered in my son's name as he was the first born. I never bought myself any share.”
37. It is a deep mystery as to why he never registered the share certificate in his name to hold on behalf of the minor son for subsequent transfer when he attained majority yet he himself was not encumbered with any share certificate that would have made him ineligible to do so. It is also incredible that he was able to circumvent the society policy and register his son as a shareholder. And even if he managed to purchase that share as alleged, he has not explained the fact that the name “Peter Warorua” was missing in the register of members of the society and had to be inserted by the liquidator after cancellation of the plaintiff's name. He has also failed to explain the suspect alterations in the receipts in which the name “Thiro” appears to have been added to the name “Peter Warorua” much later save to state that that when he bought the land, the receipts were in the name of “Peter Warorua” only but he speculated that the name “Thiro” may have been added by the 1st defendant as it was also his name. In this court's



view, the mere addition by the 1st defendant or by any other person on his behalf of the name “Thiro” on a receipt that was issued by the society amounted to forgery.

38. Lastly, the liquidator in his wisdom wrote letters to a deceased person seeking his attendance for the resolution of the dispute over the suit land, and used the wrong address.
39. Upon cross-examination by Mr Ngure the liquidator was not certain of where the postal address used to attempt to reach and summon Samuel had been obtained from; he had no evidence as to whether Samuel had ever received the letters summoning him for the resolution of the dispute, but he is aware that he never responded to the summons. Of course by that time Samuel was deceased and it is clear that had the liquidator been literate enough, he could have deciphered from the society’s register that the plaintiff had caused a succession cause to be reflected in it showing that the original shareholder was deceased.
40. In this court’s view the only concern that the liquidator and the 1st defendant and DW1 had was that of creating a fake record of summons to support a conspiracy theory that the deceased had been summoned to the dispute and had failed to attend hence the ex parte decision to change the records in favour of the 1st defendant.
41. Lastly, it was not possible for the liquidator to explain why the words repossession occurred in the register of members against the entry relating to the late Samuel Mwangi Karanja and the suit land as well as in the receipts that he issued to the 1st defendant. Of relevance is the question as to why if the 1st defendant had been holding a validly issued share certificate since 1969, he had to pay colossal sums of money simply to get the land reposessed from Samuel and to be registered in his name.
42. It is not clear by what authority such sums could have been charged, what use they were put to or whether they were merely for personal enrichment as no evidence has been provided by the liquidator or the society. In this court’s view, this was clearly a direct sale by the liquidator to the 1st defendant of land which they thought was not claimed by any person and what has thwarted it is the plaintiff’s appearance and firm insistence that it belonged to his late father. This kind of mischief is a blur on the integrity of Mr Naftali Miranyi Omari in his management of the society’s affairs and one wonders how many other innocent shareholders out there may have suffered or lost their plots from the same ploy.
43. In the light of all these glaring inconsistencies and irregularities, I therefore find it highly improbable that DW1 ever purchased any share in 1969 for his son as alleged. To DW1’s assertion that neither he nor his son had been charged with fraud, I must reiterate the words in Nakuru ELC Land Case No 1 of 2016 [*Dileep Manibhai Patel V Samuel Mburugu Mwangi*](#) as follows:

“The Defendant also, in attempts to convince this court that the transfers to Mehboob and subsequently to himself and that he is the lawful owner of the suit properties, testified that he had never been charged or summoned as a witness in a criminal case with any offence of forgery. In this court’s view, I think the Defendant should have reserved that for some other credulous forum not acquainted with the social circumstances of the nation we live in. I am aware of the unfathomable breadth and depth of the agony of many a hapless plaintiff who have pending civil cases that on a cursory glance reveal to a civil or Land court Judge prima facie criminally reprehensible fraud perpetrated against them by defendants who have for some Kafkaesque reasons escaped prosecution before courts by law enforcement arms of government, and I am certain that the reasons for that default may be as kaleidoscopic and labyrinthine as the diversity of human thought ways.”

Absence of prosecution is therefore not proof that there was no fraud on the part of the 1st defendant or his father. This court has arrived at the conclusion that the 1st defendant



and his father jointly with the liquidator the latter purportedly acting in the name of the society fraudulently altered records and the liquidator then issued a clearance certificate to the 1st defendant who was not entitled to the land; this conduct caused the 3rd defendant who was bona fide discharging his duties to issue a title deed in the 1st defendant's name thus depriving the plaintiff of his land. In the circumstances the plaintiff has established his claim to the required legal standard. In this court's view only the 1st and 2nd defendants ought to bear the costs of the suit as the Land Registrar only acted as per their instructions to register the land in the name of the 1st defendant.

44. For the avoidance of doubt I issue the following final orders:
- a. The plaintiff's claim in the plaint dated 6/5/2014 is hereby allowed;
 - b. The title deed in respect of Land Parcel No Longonot /Kijabe Block 3/556 (Kenton Kijabe) issued in the name of Peter Karioki Thiro on 20/3/2014 is hereby revoked;
 - c. Upon cancellation of the registration of title in the name of Peter Karioki Thiro as ordered in (a) herein above, a fresh title shall be issued by the Land Registrar in the name of Daniel Kimemia Mwangi as the administrator to the estate of Samuel Mwangi Karanja (deceased);
 - d. The costs of the present suit shall be paid to the plaintiff by the 1st defendant and the 2nd defendant jointly and severally.

It is so ordered.

DATED, SIGNED AND DELIVERED AT NAKURU BY WAY OF ELECTRONIC MAIL ON THIS 19TH DAY OF JANUARY, 2023.

MWANGI NJOROGE

JUDGE, ELC, NAKURU

