

**IN THE HIGH COURT OF TANZANIA
DAR- ES -SALAAM DISTRICT REGISTRY
AT DAR ES SALAAM**

LAND CASE NO 82 OF 2016

SALIM SAID SALIM..... PLAINTIFF

VERSUS

JAYANDER GULABCHAND CHOCHAN.....1st DEFENDANT

CHANDRAKANT GULABCHAND CHOCHAN.....2nd DEFENDANT

SURESH GULABCHAND CHOCHAN.....3rd DEFENDANT

DEEPAK GULABCHAND CHOCHAN.....4th DEFENDANT

THE COMMISSIONER FOR LANDS.....5th DEFENDANT

THE REGISTRAR OF TITLES.....6th DEFENDANT

THE ATTORNEY GENERAL.....7th DEFENDANT

JUDGEMENT

14th December 2020 & 1st March 2021

Rwizile. J

This land matter traces its history in the 1930s. One Remtulla Kara (now deceased) acquired land at Kariakoo. In 1932, he got a title deed registered as Plot No. 1, Block 73, flur II, with certificate of title No. 2124, situated at Livingstone street.

It was for a tenancy of 33 years reckoned from 1st April 1932 to expire in 1965. Unfortunately, Remtulla died intestate on 7th April 1984. It would appear from some communication with the land officers of ilala, Mohamed Remtulla Kara, as the son of the late Remtulla Kara, was appointed an administrator of his estate through Mirathi No. 76 of 1989, at Kariakoo Primary court on 10th July 1989. It is also the fact that Mohamed Remtulla, before transferring the title deed to his name, sold the said landed property to the 1st -4th defendants on a deed executed on 7th September 1992. The 1st -4th defendants who are brothers, applied for a title deed and officially acquired the same land on 28th October 1992, which were issued with title No 40861, plot No. 1 block 73 Kariakoo.

It would also appear, that in 2010, the plaintiff successfully applied for letters of administration at Kariakoo Primary Court (same court) via Mirathi No. 28 of 2010. Letters of administration of the estate of the said Remtulla Kara were granted to him on 23rd March 2010. Like, Mohamed Remtulla Kara, was to deal with the same plot of land, the only property of the estate of the late Remtulla Kara. His efforts could not bear fruits because the property had changed hands to the 1st -4th defendants. He therefore commenced this action against the defendants with the following claims;

- a. Declaration that plot, 1 Block 73, Flur II title No. 2124, Livingstone Street, Kariakoo Dsm which is occupied by 1st -4th defendants is an estate of the late Remtulla under the administration of the plaintiff
- b. A declaration that the occupation and construction being carried out by the 1st-4th defendants on the suit land is unlawful

- c. A declaration that any claim of title or allocation of the plot, to anybody or body or authorities, to the 1st -4th defendants while the same is under administration of the plaintiff is unlawful
- d. A permanent injunction to restrain the 1st -4th defendants from carrying out construction on the suit plot
- e. Eviction of the 1st -4th defendants or assigns or any other person being a workman or invitee of the said defendants from the suit plot and hand over the same to the plaintiff
- f. Mesne profits at the rate of 5,000,000/= per month from 25th October 2011 to the date of the judgement
- g. General damages and
- h. Costs.

The 1st- 4th defendants, through their joint Written statement of defence, disputed the claims and raised a counter-claim. Their prayers were as shown hereunder;

- a. That the plaintiffs to the counter-claim are the lawful occupiers and users of the disputed land described under title number CT No. 40861 on Plot No.1 Block 73, flur II, Livingstone Kariakoo, Dar-es salaam
- b. That the title or ownership of the disputed land does not belong to the late Remtulla Kara, thereby, the defendant has no right to administer the same as part of the estate of the late Remtulla kara
- c. That the permanent injunction be granted restraining the defendant and/or his agents, employees, workmen or any other

persons acting on his behalf from interfering with the plaintiffs' peaceful occupation and use of the disputed land

- d. That the defendant pays costs of the suit and,
- e. That the court be pleased to any further relief as it may deem fit and just to grant.

The 5th -7th defendants also disputed the claims and asked this court to dismiss the same with costs. Mr. Mbamba learned senior counsel was for the plaintiff, while Mr. Stolla learned senior counsel appeared for the 1st – 4th defendants and Ms Lushagala learned State Attorney appeared for the 5th - 7th defendants. The plaintiff whose cases was under the in charge of Hussein Maulid Mpulaki (Pw1), holding powers of attorney, gave his evidence and called one Kelvin Kipeta (Pw2). For the 1st -4th defendants, two witnesses also testified to wit Chandrakant Gulabchand Chohan (Dw1), Hellen Philp (Dw2) while Pastory Clement Masua (Dw3) testified for the 5th -7th defendants.

Upon hearing both sides, closing submissions were made. The plaintiff filed his submission as required, as well as a joint submission for the 1st -4th, and 5th -7th defendants filed a joint submission too. Doing all this was in an attempt to answer 5 issues framed and agreed by the parties at the first hearing of the suit. The same were coached in the following terms;

- i. Whether the plot in dispute is the estate of the late Remtulla Kara under the administration of the plaintiff
- ii. Whether the allocation of property by the 5th defendant to the 1st to 4th defendants was lawful

- iii. Whether the plaint is properly before the court
- iv. Whether the plaintiff has the cause of action against the defendants
- v. To what reliefs are the parties entitled to.

For better determination of this case, I propose to determine the 3rd and 4th issues first, which as shown above hinge on matters that ought to be determined first before delving into other issues of merit. Upon considering rival submission of the parties, I do not intend to reproduce them here, but will only make reference on specific areas of importance to the determination of this case.

It was submitted for the plaintiff that the two issues ought to have been dealt with before hearing commenced. For the plaintiff it is illusory to deal with the same at this stage. For the 5th to 7th defendants, it was submitted that the plaintiff has no cause of action. Basing on the case of **John Mwombeki Byombalirwa vs Agency Maritime Internationale** [1983] TLR, that the plaintiff has failed to prove he has the cause of action against the defendants. According to MS Lushagara, there is no proof that the plaintiff was the owner of the suit land. It was sold to the 1st to 4th defendants and the title had passed to them, then, there is no claim of trespass. Therefore, it should be ruled out that there is no cause of action. The 1st to 4th defendants did not comment anything on the issues.

Pw1 appeared in court with powers of attorney, he therefore prosecuted the case in that capacity.

When giving evidence, it was stated that the plaintiff, who is the alleged administrator of the deceased estate is proved sick due to drugs addiction. He cannot stand to prosecuted the matter. This was duly stated by the Doctor at Mnazi mmoja hospital, a report attached to exhibit P2. But connecting this to the 4th issue, there is a dispute that the plaintiff did not own the suit land. This is indeed true. Ownership was originally in the hands of the late Remtulla Kara. The same therefore has never been in the possession of the plaintiff or anyone else in his estate. Therefore, since there is evidence that the plaintiff is the administrator of the estate of the late Remtulla as per a ruling of the Primary Court of Kariakoo, attached to exh. P1. Without hesitation, I am tempted to believe that the plaint is properly before this court. The plaintiff, has, as a matter of law with the cause of action against the defendants.

It is therefore opportune now, to deal with whether, the plaintiff has a good cause of action against the defendants. In order to do so, I have to go back to the first issue which is, *if the suit land is the estate of the late Remtulla*. Pw1 has testified that, the plaintiff was appointed an administrator of the estate of the late Remtulla in 2010. It is evident that it was done in (Probate and Administration Cause) Mirathi No.28 of 2010, granted on 25th March 2010. The defendants submitted that the plaintiff, in actual fact, he could not be appointed to administer the estate of the same person since it was done in 1989. It was vehement, from the defence that, it was, through Mirathi No. 76 of 1989. Therefore, the point to determine is if it has been proved that there were two administrators in the same estate.

In normal parlance, to prove that one is the administrator of the estate in any given circumstances, there has to be letters of administration. The grant from the court entitles a person appointed to get into the shoes of the deceased. The other evidence which may prove so, is at least a judgement of the court that made the appointment. In the case at hand, there is evidence showing that Mirathi No. 76 of 1989 existed and that it was granted on 10th July 1989. This appears in the grant and the letter to the land officer issued on the same date directing transfer of the right of title from Remtulla Kara to Mohamed Remtulla Kara. This is evident via exh. D1 and its attachments.

I am therefore certain, that in Mirathi No. 28 of 2010, it is even clearly shown that there is due process of appointment of the plaintiff to be the administrator of the estate of Remtulla Kara. The evidence in a collective document attached to exh. P1. I do not therefore agree with the defence assertion that the plaintiff was not duly appointed, since apart from exhibit P1, there is also exhibit D5 which is categorical as submitted by Mr. Mbamba for the plaintiff, that the appointment of the plaintiff was to administer Plot No. 1, block 73 flur II, Kariakoo. This was a letter from the Kariakoo Primary Court dated 1st November 2011. The same as rightly submitted by Mr. Mbamba was referring to another letter from the same court dated 25th November 2010. The contents of these two letters were introducing the plaintiff as the administrator of the said estate to land officers. The other evidence to show so is exhibit P4. This is the disputed official search. It was from the land registry to the Registrar of titles acknowledging that the land in question was still in the name of Remtulla Kara.

I have no doubt, that this document is not a genuine one, as stated by Dw3 an officer from the same officer. He did not prove that, the officer who signed the same does not exist or did so without authority. It is true of Mbamba's submission therefore, that Dw3 is under section 123 of the Evidence Act [Cap 6 R.E 2019] and the case of **Shinyanga Region Co-operative Union Shirecu Ltd vs Polycarp Kimaro t/a Shinyanga Mwananchi Garage and 2 others**, Civil revision No. 3 of 2013, CA (unreported), estopped from denying the truth about exhibit P4.

Further, it has been submitted by Mr Mbamba that Mohamed Remtulla Kara if he was indeed appointed was not dealing with the suit land. He based his finding on exhibit D4, which has a letter dated 10th July 1989 and an affidavit that referred to a house at Narung'ombe, plot no. T Block 73. This means, the same does not refer to suit land. Upon perusing exhibit P1, as well as evidence of Dw1, I am content that there has been no plot specified other than the one in dispute. In exhibit P1, the minutes of the meeting that appointed the plaintiff an administrator, named the house to be at Livingstone and Narung'ombe street. This match with evidence of Dw1. It is, I think that they all referred to the same house. I do not accept Mbamba's submission on this point.

Whether or not, Mohamed Remtulla Kara was appointed through due process or not, which I will resort to at some late stage, there is evidence from the defence that the house in dispute was sold to the 1st to 4th defendants. Evidence to prove so is not in short supply. First, there is a letter from the land division to the City land officer. It is exhibit D3. This letter was issued on 28th September 1989. It specially referred to the suit land.

It referred to the said Mohamed Remtulla Kara's application to sell the same to the 1st to 4th defendants. Second, it is a sale agreement between him and the 1st to 4th defendant which occurred in 7th September 1992, exhibit D1. Third, it is D2 which is the right of occupancy issued on 28th October 1992. Fourth, exhibit D4 shows the communication between the court and land officers. From the above, it should be clearly noted that since the sale transaction was done on 7th September 1992 and certificate of occupancy issued in less than two months, that is on 28th October 1992 as D2, based on the letter to the City land officer D3 dated 28th September 1992, the same was sold while in the estate of late Remtulla.

It is so because there is no evidence that shows Mohamed Remtulla had transferred it to himself. There is no evidence that shows it was sold by him in his capacity as the heir of the estate. The sale agreement exhibit D1 shows it was sold by him in the name of Mohamedali Remtulla Kara. It is not known whether it was by designed or by accident, but whatever the case, it was sold by him. Letter exhibit D3, has shown no transfers were made from Remtulla to Mohamed in respect of the land. Even upon selling it to the defendants the title remained in the name of the deceased. Having said so, I hold that the 1st issue is answered in the affirmative.

Turning to the 2nd issue, I have to commence by evaluating the evidence from land officers. Dw2 is the land officer from the office of the commissioner for land in Dar-es salaam. She told this court that, certificate of title No. 2124, exhibit P3 expired on 31st March 1965. It was her evidence that it was issued in 1932 for the period of 33 years.

It was according to her that the records show, upon appointment of Mohamed Kara as an administrator of the estate of the late Remtulla, the officer was directed by the Kariakoo Primary court to transfer the said title to Mohamed. Reliance was placed on a letter from the same court dated 10th July 1989 and grant of letters issued on the same day, as well as an affidavit of the same person, (exh. D4 collectively). Basing on D4, a letter of offer issued on 24th July 1989 and a title deed that followed in 1992 where the same land was allocated title No.40861.

Dw3, supported Dw2. This witness comes from the office of the registrar of titles. He was of the evidence that since title deed No. 2124 expired in 1965, it was no longer the property of Remtulla kara. It went into the name of the President. He went on saying, exh. P4 an official search which was issued by the same office on 19th February 2013, showing the same title still existed, was issued by mistake. Without renewal of the same title upon expiry, allocation to another person follows the suit, that is what was done, the witness concluded.

It was submitted by Mr. Stolla for the 1st to 4th defendants that under section 4(1)(2) of the Land Act [Cap.113 R.E 2019], land in Tanzania is public land vested in the president and any person so delegated by the president. It is according to his submission that since 1966 to 1988, the suit land was vested in the president because the tittle to Remtulla was not renewed. This means the commissioner for lands, he submitted, had the right to allocate it to some other person. He also took support in section 26 and 27 of the Land Act, that commissioner for lands has powers to allocate land to any person.

According to him, the same had a sale agreement from Mohamed Remtulla as evidenced in D1 and said by Dw2. Further, it was said, the certificate of title No. 2124 upon its expiry, ceased to exist and was not amenable to give right to any person including the late Remtulla himself. He said, since two probate cases were proved existed, the second one could not have been valid and that the period of 12 years passed entitling the 1st to 4th defendants have the right over the land.

Submitting on the same issue, Ms Lushagara for the 5th to 7th defendants, discredited exhibit P2 which is an application for renewal of the right of occupancy. She said, the same was directed to the Municipal Director while powers to renew a certificate of occupancy are vested in the commissioner for lands under section 32(4) of the Land Act. On her party, it was important to bank on the evidence by Dw2, who said upon tracing the history of the suit land ownership, both the commissioner for lands and Registrar of titles were content that Mohamed Remtulla was a duly appointed administrator and was given an offer to the same on 24th July 1989. According to her, the same was sold to the 1st to 4th defendants in 1992. She therefore asked this court to answer this issue in the affirmative.

Mr. Mbamba, submitted that the evidence of Dw1 was that, allocation of the suit land was done by way of sale from Mohamedali Remtulla kara. And that the title was issued via a letter of offer No. ILA/17979/3/IMM dated 24th July 1989. He submitted based on the case of **Hemed Said vs Mohamed Mbiki** [1984] TLR 114, that an inference be drawn against the 1st to 4th defendants for failure to call key witnesses.

That is Mohamed Remtulla Kara, the person who by deed of sale sold it to them, while Paul Mushi and advocate S.K Safari witnessed the sale. He also said, they did not tender the letter of offer referred as issued on 24th July 1989. He further submitted that there is no evidence showing Mohamed Remtulla Kara communicated with the commissioner for lands. He doubted therefore, how did this communication as in D4 reached the commissioner. According to Mr. Mbamba, there was no evidence proving he was duly appointed an administrator because, the same cannot be proved by affidavit and a letter of appointment which does not refer the case number. He said no minutes of the meeting that approved his appointment among family members or even the citations.

He submitted further that it was pleaded under para 15 of the Written Statement of defence by the 1st to 4th defendants that Mohamed Remtulla Kara was appointed an administrator of the estate of Habibu Kara not Remtulla. It was further submitted that the evidence shows, the 1st to 4th defendants were allocated land not by transfer but as if they were the first owners, even if they are saying Mohamed Remtulla had a letter of offer on the same title.

On whether the title expired in 1965, it was submitted that since the certificate of title was issued by the colonial government in 1932, it was automatically renewed and converted into the right of occupancy and their duration enlarged as under section 3(1) and (2) of Government Leaseholds (Conversion into Right of Occupancy) Act, No. 44 of 1969. It was his submission that, a leaseholder in respect of title No 2124 in 1969 was Remtulla Kara.

He said, it was therefore true of the official search exhibit P4 that showed the tenure was 99 years from 1969 as it was in the name of Remtulla Kara.

The learned counsel lastly submitted that basing on the communication by the office of the commissioner and Dw1 and the court, done in exhibit P2 dated July and September 2011, P4 dated February 2013 and D6 issued in 2014, there is no indication that the title No. 2124 had expired. This court was therefore asked to answer this issue in the affirmative.

The central issue in this case, is whether the allocation of the suit land to the 1st to 4th defendants was lawful. I have to state first that all transactions leading to allocation started with Mohamed Remtulla Kara. As shown before, he is alleged to have been appointed an administrator of the estate of Remulla Kara. His appointment has been challenged by the plaintiff. I have shown before that in order to prove appointment one has to have letters of administration issued by the appointing court or other forms of evidence such as a ruling of the court.

First, the letters of appointment of the said Mohamed (D4) have been made known by an affidavit and letters of administration. But the said letters had no case number and photos of the appointed. This in my view casts doubt on its authenticity. But second, the letters were issued on 10th July 1989 and on the same day, a letter to the land officer was written specifying that the said Mohamed was appointed to administer the estate, a house at Narung'ombe, plot. T blk 76. The same also referred to Mirathi No. 76 of 1989. Third, this person was not called to testify by defendants. This casts doubt on his whereabouts.

Fourth, on 7th September 1992, the same person sold land to the 1st to 4th defendants (exh. D1). Again, as submitted by Mr. Mbamba, neither the vendor nor those who witnessed the sale were called by the purchase to prove that the same transaction duly occurred in a manner it did.

Fifth, two days after selling of the same as D1, commissioner for lands issued consent to sell the same. This is vivid in exhibit D3, a letter from the Land Division, Ministry for Lands, Housing and Urban Development. This letter was issued 20 days i.e 28th September 1992, after the sale agreement was execution. The letter was directing the City Land officer and it had the following contents;

"... tulipokea ombi kuuza nyumba iliyopo juu ya kiwanja kutoka kwa ndugu Mohamed Remtulla Kara, akiomba kuwauzia ndugu Jayander Gulabchand Chohan, Chandrakant Gulabchand Chohan, Suresh Gulabchand Chohan, na Deepak Gulabchand Chohan. Kibali cha mauzo haya kimetolewa na Kamishna wa Ardhi tangu 9/9/92.

Malipo yote kuhusiana na transfer hii yamelipwa.

Kwahiyo kwa barua hii tafdhali tayarisha hati mpya kwa majina ya wanunuzi wa S.L.P. 5871.Dar-es salaam.

Pia napenda kukujulisha kuwa hati za ndugu Mohamed Remtulla Kara hazikuwahi kusainiwa na Kamishna ingawa ulikuwa umetutumia. Kwa hiyo nakurudishia hati hizo zilizokuwa zimetayarishwa kwa jina la M.R.Kara ili uweze kutayarisha hati kwa majina ya wanunuzi kama nilivyoekeza hapo juu..."

In one time, following this letter, i.e 28th October 1992, a certificate of title No. 40861 was issued. Exhibit D1 shows all payments were made a day after sale, on 8th September and permit issued on 9th September 1992 as per the letter above. From the above transactions one finds difficult to understand whether everything was done under normal course of doing things.

As submitted by the plaintiff all transactions in respect of appointment as administrator of the estate of the later Remtulla kara, communications with land management officers, selling of the plot and issuance of certificate. It is therefore my view that taking things at such speed has in many respects not been safe when it comes to allocation of land. In many respects has caused double allocation and problems of the nature as this court is facing in the case at hand. This takes me to recall the ruling of this court in the case of **Simon Byanyuma vs A.E Halday**, High Court of Tanzania (Land division), Land Case No.27 of 2004 (unreported) where the court held;

"...Indeed, if the officials in the ministry had been prudent, they would have carried on the diligent investigation and would have discovered the plot was not free for allocation..."

Both the assessors were of the opinion that extraordinary speed with which the plaintiff obtained the title raised many questions. I entire agree. I cannot help but think that the circumstances of this case strongly suggest that there was dishonesty somewhere, which led to plaintiff offered plot No. 46 while previously had been obtained..."

In as much as I agree that each case should be decided on its merits, the facts of the case above match with this case.

In the cited case, the plaintiff applied for a title deed and obtained it in less than a week. The same is similar to ours when dealing with the event that took place in 1989 and 1992. I think, the defendants had to prove that all the documents are indeed authentic. They were to call witnesses to prove the existence of the same.

Further, on the sale agreement the defendants were seized with the duty to prove that the transactions were free from problems. It must be born in mind that purchasing land should not be done as one does when purchasing chicken at the market. As Nsekela J (as he then was) in the case of **Mazaher Limited vs Murray K. Chume and Another**, High Court (Commercial Division), Commercial case no. 89 of 2002 (unreported), said;

Land has intrinsic value which cannot be likened to a bag of beans or maize which can easily be purchased from the market.

I therefore think that before purchasing land one must be mindful of the law and what it directs. Section 71(2) of Land Act is explicit on what should be done. It requires one to have knowledge on all issued about land whether it has encumbrances or not. Otherwise, one may not be in a position to enjoy protection the law gives under section 71(1) of the law which states a hereunder;

71.-(1) Where a person acquires or receives land in respect of which a Court could make an order for a restoration or the payment of reasonable compensation under section 70, the Court shall not make that order against that person if that person proves that he-

(a) acquired or received the land in good faith and without knowledge of the fact that it has been the subject of a disposition to which section 70 applies, or

(b) acquired or received the land through a person who acquired or received it in the circumstances set out in paragraph (a).

(2) Reference to knowledge in this section shall be taken to include actual, constructive and imputed knowledge.

Although the law is not clear as to what constitutes actual, constructive and imputed knowledge, it has been stated by Abdon Rwegasira, in his Book, Land as Human Right, at page 146. The learned author submitted that actual knowledge relates to one's own experience of the state of affairs, constructive knowledge as knowledge one has about the encumbrances and yet fails to take steps, either deliberately or carelessly abstains from making inquiries that a reasonable purchaser would do and that imputed knowledge refers to a situation where a purchaser employs an agent who obtains some knowledge which becomes imputable to him. I am tempted therefore to hold that the 1st to 4th defendants may have simply failed to do their homework well before purchasing the same land.

It was submitted that title No. 2124 had expired since 1965. I have meditated the evidence and the submission of the parties, I think if that was the case, land officer would have indicated so in their communication to the plaintiff. If that was so, the 1st to 4th defendants would have applied for the fresh title. But still, in the letter exh. D3, the Ministry stated explicitly that the title to the same plot in respect of Mohamed Remtulla was not issued, although the

application was made. If, indeed, it had expired and was in the name of the president until 1988 as submitted by Mr. Stolla how did Remtulla process for the same when it was not existing. There no evidence showing how the application was made by him and neither Dw2 nor Dw3 who brought the alleged title as in D3 or the offer that was referred as issued on 24th July 1989. In the absence of evidence to prove so, one would not hold in line of the defence argument.

Further, the law is clear that the title did not expire as submitted. This is true of section 3 of Government Leaseholds (Conversion to Right of Occupancy) Act No. 44 of 1969, which states as hereunder;

3. (1) Every Government lease shall, with effect from the appointed day, be extinguished.

(2) On or after the appointed day the leaseholder shall hold the land which, immediately prior to the appointed day, was held for a Government lease under a right of occupancy which shall be deemed to have been duly granted to such leaseholder under section - of the Land Ordinance for a term equal to the unexpired term of the Government lease for which the land was held immediately before the appointed day, and, except as varied by this Act, all the provisions of the Land Ordinance and of regulations made thereunder shall apply and extend to such right of occupancy.

This is I think the reason why search certificate exh. P4 was categorical that the land tenure in respect of the suit land was for 99 years. Because it had not passed to some other person.

This happened in 2013 and in 2014 as it has been shown previously. I therefore agree with Mr. Mbamba that the rights of the same person did not extinguish. Even if assuming that the same had expired which is not, was the plaintiff not entitled to know that his title to land had expired and was to be allocated to someone else. Definitely, he was so entitled to. It is in my opinion, that not only in equity but also in law would the land owner for 33 years simply pass title to someone else without any due legal process. The commissioner in his powers as 32(4) of the land Act cannot have absolute discretion to allocate it to some also without notice to the previous owner. If he does, it goes without saying that such person must be entitled to fair compensation done in 33 years of his ownership to that land.

Still, since the right of title had not expired as it was said in D3, then the defendants were entitled to a transfer from Mohamed Kara. This is not evidenced in their right of occupancy which was simply allocated to them as if it was the first application. That said, I answer the second issue in the affirmative that the same land was allocated to the 1st to 4th defendants unlawfully. Their counter-claim, is baseless. It is dismissed.

Lastly, I enter judgement for the plaintiff and dismiss the counter claim as not prove. The terms of the judgement are as follows;

- a. It is declared that the suit land which is occupied by the 1st -4th defendants is an estate of the late Remtulla under the administration of the plaintiff
- b. It is declared that the occupation and construction being carried out by the 1st-4th defendants on the suit land is unlawful

- c. A declaration has been made that any claim of title or allocation on the suit land to the 1st -4th defendants while the same is under administration of the plaintiff is unlawful
- d. A permanent injunction is issued to restrain the 1st -4th defendants from carrying out construction on the suit plot
- e. Costs.

A.K. Rwizile
JUDGE
01.03.2021

Delivered in the presence of Mr. Nyangi holding briefs of Mr. Mbamba for the plaintiff, who also appears for the 1st to 4th defendants, while the 5th to 7th defendants are absent.

 Recoverable Signature

X 

Signed by: A.K.RWIZILE

