

The original lease was deposited at their advocate's office and was to be transmitted to the purchaser upon payment of the purchase price in full.

The complainant after the lapse of the 90 days proceeded at their advocate's office to know the status of the contract since the time for completion of the same had lapsed.

The complainant learnt that their advocate had transmitted the original certificate to the purchaser without their consent or, without making or receiving the full payments of the purchase price.

The complainant demanded to know from the advocate the circumstances under the which the same was given to purchaser without their knowledge and consent.

Through the firm of MURUGU, UMARA AND RAVINDRA company advocates vide a letter dated 3/4/2024 acknowledges to have forwarded the said original certificate of lease to the purchaser's advocates.

The complainant's efforts towards getting the said original certificate of lease from their advocates have not been successful.

I have noted that the vendor's advocate conspired, with the purchaser and breached his duty to his clients by forwarding the said deed without full payment of the purchase price.

Further after the investigating officer invited the advocate and the purchaser to Makupa police station to record the statements they have adamantly refused to do so thus implying the intention to fraud the vendors.

It's now clear that the evidence points out to the offence of stealing contrary to section 268 (2) as read with section 275 of the penal code and concealing deeds contrary to section 288 of the penal code.

I direct as follows,

That the JOSEPH M. MUNYITHIA and FARID MOHAMED ALI be charged with above charges.

You are so directed.



MARTIN KARUKI

PROSECUTION COUNSEL

FOR DIRECTOR OF PUBLIC PROSECUTIONS,