



**Itwaruchiu v Ireri (Environment & Land Case E004 of 2025)
[2025] KEELC 3565 (KLR) (7 May 2025) (Ruling)**

Neutral citation: [2025] KEELC 3565 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NANYUKI
ENVIRONMENT & LAND CASE E004 OF 2025**

LN MBUGUA, J

MAY 7, 2025

BETWEEN

FRIDAH KAGENDO ITWARUCHIU PLAINTIFF

AND

PAUL NJIRU NJUE IRERI DEFENDANT

RULING

1. Before me is a notice of motion application dated 26.2.2025 filed contemporaneously with the suit. The plaintiff seeks orders directing the defendant to vacate the suit property , a house situated on parcel Gakawa/Kahurura Block 1/Ichuga/3153, that an order of injunction be issued restraining the defendant from entering the suit property or in any way dealing with the said land or in the alternative, the defendant be directed to pay to the plaintiff monthly rent of Kshs. 35 000 and that the OCS Nanyuki police station be directed to ensure compliance with the court order.
2. The application is premised on grounds on the face of the application and on the supporting affidavit of the applicant. She contends that she took a loan to purchase the suit property and the same is therefore charged. However, the defendant has denied her access to the said land.
3. The application was served but no response was filed.
4. This being an application for injunctive orders the same shall be weighed against the requisite essentials set out in the celebrated case of *Giella vs Cassman Brown* (1973) EA 358 where it was stated that:

“The conditions for the grant of an interlocutory injunction are now, I think, well settled in East Africa. First, an applicant must show a prima facie case with a probability of success. Secondly, an interlocutory injunction will not normally be granted unless the applicant might otherwise suffer irreparable injury, which would not adequately be compensated by



an award of damages. Thirdly, if the court is in doubt, it will decide an application on the balance of convenience.”

5. A perusal of the documents availed herein reveals that the plaintiff is the registered owner of the suit property. The property is also charged to the Bank which means that the plaintiff is servicing the loan. She has therefore met the criteria for the issuance of the orders sought.
6. In the circumstances, the application dated 26.2.2025 is hereby allowed in terms of prayers 2, 3, and 8, but the said orders shall remain in force for a period of ONE YEAR.

DATED, SIGNED AND DELIVERED AT NANYUKI THIS 7TH DAY OF MAY 2025 THROUGH MICROSOFT TEAMS.

LUCY N. MBUGUA

JUDGE

In the presence of:

Mutinda for Applicant

Gichamo for Respondent

Paul Njiru (Party present)

Nancy Mwangi – Court Assistant

