



**Meru Central Dairy Co-operative Union v M’Iti (Civil Case
E007 of 2025) [2025] KEHC 10321 (KLR) (10 July 2025) (Ruling)**

Neutral citation: [2025] KEHC 10321 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT MERU
CIVIL CASE E007 OF 2025
HM NYAGA, J
JULY 10, 2025**

BETWEEN

MERU CENTRAL DAIRY CO-OPERATIVE UNION PLAINTIFF

AND

GODWIN M’ITI DEFENDANT

RULING

1. Before me is an application dated 19/3/2025 which seeks the following prayers:-
 1. That this application be certified urgent and be heard ex parte in the first instance.
 2. That pending the hearing and determination of the application, an injunction be issued restraining the defendant, whether by himself, agents, servants of any persons acting on his instruction/under his direction, from further posting, publishing and circulating or causing to be posted published or circulated the said words or images serialized at paragraphs 3, 4, 5, & 6 of this motion, on his verified X account styled as "@Goddie_Ke and Facebook account name 'Julisha Media' or any other forum; be it oral, print or electronic
 3. That pending the hearing and determination of the suit, an injunction be issued restraining the defendant, whether by himself, agents, servants of any persons acting on his instruction/under his direction, from further posting, publishing and circulating or causing to be posted published or circulated the said words or images serialized at paragraphs 3, 4, 6, & 6 of this motion, on his verified X account styled as '@Goddie_Ke and Facebook account name 'Julisha Media or any other forum: be it oral. print or electronic.
 4. Pending the hearing and determination of the suit, a mandatory injunction be issued compelling the defendant, whether by himself, agents, servants or any persons acting on his instruction/under his direction, to take down/retract/delete/purge the said words or images serialized at paragraphs 3, 4, 5, & 6 of this motion, from his verified X account styled as



'@Goddie Ke and Facebook account name 'Julisha Media' or any references thereto on any other forum in his control/power.

5. The costs of this application be provided for.
2. The gist of the application is that the applicant is a milk processor of Mount Kenya milk products. That it has obtained the necessary licences from the Kenya Dairy Board and the Kenya Bureau of Standards. That the said regulators have never raised an issue regarding standards of the applicant's products.
3. The applicant further avers that on 15th March, 2025, the respondent, without any cause, falsely and maliciously published and circulated defamatory, libelous and scandalous posts on his Facebook account Julisha Media concerning the applicant as follows;

” Meru Central Dairy Cooperative Union, the processor of Mount Kenya Milk Products accused of distilling their milk with water”
4. The applicant further states on the same day, the respondent posted, published and circulated a defamatory, libelous and scandalous post on his “X” (formerly Twitter) Account @Goddie.ke directed at the applicant to the effect that:-

“Meru Central Dairy Cooperative Union, the processor of Mount Kenya milk Products accused of distilling their milk with water”
5. It was further averred that on 18th March, 2025, the respondent posted the following words on his X Account @ Goddie_ke :-

“Mount Kenya milk might be contributing to the high cancer cases in Meru County, Mount Kenya Cooperative Union, Mount Kenya milk on sale contains dangerous toxins”.
6. It was further averred that upon being served with a demand letter dated 19th March, 2025 the respondent posted another defamatory, libelous and scandalous post on his stated X Account as follows:-

“I would wish to issue an apology to Meru Central Cooperative Union and consumer of mount Kenya Milk, I urge all Kenyans who want to shorten their lives to buy more Mount Kenya Milk Products”.
7. The applicant states that the words published by the respondent, in their natural and ordinary meaning as well as by inuendo or implications were understood to mean that the applicant/plaintiff : -
 - a. beguiles, cheats, deceives, defrauds, fools, misleads and swindles customers;
 - b. is deceptive, devious and dishonest
 - c. is underhand and unscrupulous.
 - d. sells dangerous, unstandardized and killer products
 - e. sells products that should be shunned and avoided
8. It is further averred that the applicant holds a Diamond Mark of Quality, certified by Kenya Bureau of Standards, which signals that its products are of high level of excellence.
9. The Applicant also avers that the respondent's action have the result of putting the plaintiff/applicant's impeccable standing into question, thus, injuring its reputation. That as a result of the said posts,



the applicant's wholesalers, retailers and consumers across the country have panicked and some have started declining the applicant's products leading to losses running into millions of shillings. That if not stopped, the respondent's actions will leave the applicant facing huge losses and permanent damage to its reputation.

10. The applicant annexed documents to show that its products are duly certified including;
 - a. Licence from the Kenya Dairy Board.
 - b. A permit to use the Dimond Mark of Quality by the Kenya Bureau of Standards under the [standards Act](#), Cap 496.
11. The court granted interim relief of 21st March, 2025.
12. Despite Service, the respondent did not file any response.
13. The legal threshold for interlocutory injunctions in defamation case was set out in Micah Cheserem – Versus- Immediate Media Services (2000) KLR 371 where it was held as follows;

“Application for interlocutory injunction in defamation cases are treated differently from ordinary cases because they bring out a conflict between private and public interest. Though the conditions applicable in granting interlocutory injunctions set out in Giella vs Cassman Brown & co. Ltd (1973) EA 258 generally apply. In a defamation case those conditions operate in special circumstances. Over and above the test set out in Giella's case, in defamation cases the court's jurisdiction to grant an injunction is exercised with the greatest caution so that an injunction is granted only in the clearest possible cases. The court must be satisfied that the words or matter complained of are libelous and also that the words are so manifestly defamatory that any verdict to the contrary would be set aside as perverse. Normally the court would not grant an interlocutory injunction when the defendant pleads justification or fair comment because of the public interest that the truth should be out and the court aims to protect a humane, responsible, truthful and trustworthy defendant.”
14. In Gately on Libel and Slander 12th edition, Sweet and Maxwell, at paragraph 2f.2, guidance is given on what the court ought to consider in determining whether or not to grant an interlocutory injunction on defamation cases. In short, the court must be satisfied;
 - i. That the statement is unarguably defamatory;
 - ii. That there are no grounds for concluding the statement to be true;
 - iii. That there is no other defence which might succeed;
 - iv. That there is evidence of an intention to repeat or publish the defamatory statement.
15. I have considered the matter. The applicant has established that it is a licensed processor of milk in Kenya, having started its operations in 1967. There is no doubt that it has built a reputation over time and its products are duly certified as required by the law. The impugned defamatory words in their plain and ordinary meaning have the effect of labeling the applicant's products as being below the industry standards and being unsafe for consumption. There was no evidence that the author of the said posts, the respondent, has provided firm evidence to back up the same.
16. The court is keenly aware of the right to freedom of expression as enshrined under Article 33 (1) of [the Constitution](#). However, that freedom is limited by clause (3) thereof which provides that in the exercise of the right to freedom of expression, every person shall respect the rights and reputation of others.



17. In Renton Company Limited – Versus Philip Kisia & 2 Others (2012) eKLR, the court weighed on the issue and held as follows:-

It, therefore, follows that in suits for defamation the Courts must weigh between the freedom to express oneself and impart information against the respect for others' rights and reputation. Where a person alleges that what was said is true, for example, to gag the dissemination of the information may be as detrimental as to allow false information to be published to the detriment of one's reputation. Reputation once lost, it must be recognized and may not be regained. The grant of interlocutory injunctions in defamation cases, though following the general principles in applications for interlocutory injunctions, have been modified to suit the unique subject of defamation.”

18. Having looked at the matter, I am satisfied that the applicant has met the threshold for grant of the relief sought. I grant the following orders:-

- a. Pending the hearing and determination of the suit, an injunction is issued restraining the defendant, whether by himself, agents, servants of any persons acting on his instruction/ under his direction, from further posting, publishing and circulating or causing to be posted published or circulated the said words or images serialized at paragraphs 3, 4, 6, & 6 of the motion, on his verified X account styled as '@Goddie_Ke and Facebook account name 'Julisha Media or any other forum: be it oral print or electronic.
- b. Pending the hearing and determination of the suit, a mandatory injunction is issued compelling the defendant, whether by himself, agents, servants or any persons acting on his instruction/under his direction, to take down/retract/delete/purge the said words or images serialized at paragraphs 3, 4, 5, & 6 of this motion, from his verified X account styled as '@Goddie Ke and Facebook account name 'Julisha Media' or any references thereto on any other forum in his control/power.
- c. Costs shall be in the cause
- d. The applicant to proceed to list the suit for hearing.

DATED, DELIVERED AND SIGNED AT MERU THIS 10TH DAY OF JULY, 2025

HON. H. M NYAGA

JUDGE

