



**Total Steward Services Ltd v Bar Next Door Ventures Ltd (Miscellaneous Civil Application E1186 of 2023) [2024] KEHC 9167 (KLR) (Civ) (15 July 2024) (Ruling)**

Neutral citation: [2024] KEHC 9167 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)  
CIVIL  
MISCELLANEOUS CIVIL APPLICATION E1186 OF 2023**

**JN MULWA, J**

**JULY 15, 2024**

**IN THE MATTER OF SECTION 7 OF THE ARBITRATION ACT 1995**

**AND**

**IN THE MATTER OF AN APPLICATION FOR INTERIM MEASURE  
OF PROTECTION BEFORE AND DURING ARBITRATION**

**BETWEEN**

**TOTAL STEWARD SERVICES LTD ..... APPLICANT**

**AND**

**BAR NEXT DOOR VENTURES LTD ..... RESPONDENT**

**RULING**

1. The dispute hereof is in respect of a breach of Employment Contract entered into by the parties by an agreement dated 17/09/2021 being a security services contract to its premises at Kileleshwa Nairobi.  
The applicant alleges that the Respondent breached the agreement by failure to pay for the services rendered by the Applicant for several months leading to the Applicant terminating the contract and exited the premises on 31/10/2023 leaving unpaid services for several months.
2. It is further alleged that contrary to the terms of the contract, the Respondent has gone ahead and offered employment to at least (6) six former employees of the Applicant hence prejudicing the Applicant by denying it the services of its trained employees and subjecting the applicant to untold ridicule.
3. By the above, the Applicant seeks orders of injunction to restrain the Respondent from any further breach of clause 6 of the agreement dated 17/09/2021 by offering employment to the Applicants former employees.



4. At the ex parte stage, the court granted the above prayer to remain in force upto hearing and determination of arbitration proceedings that both parties subjected themselves to in terms of clause 11 of the contract and sought interim measure of protection, but opposed by the Applicant stating that the arbitration proceedings collapsed hence resorted back to the court to hear the dispute.
5. The respondent filed a Memorandum of Appearance dated 5/12/2023 but despite being granted an opportunity to file its response and submissions that has not been done.
6. Likewise, the applicant has not filed its submissions. As such, it appears to the court that both parties have abandoned their respective claims. On 31/1/2024) both parties told the court that they were negotiating an amicable settlement out of court.
7. The court is therefore constrained to dismiss the suit initiated vide this application dated 24/11/2023 with no orders on costs.

The interim orders of injunction dated 31/01/2024 are hereby discharged and vacated.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 15<sup>TH</sup> DAY OF JULY 2024.**

**JANET MULWA**

**JUDGE**

