

REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT MERU

CIVIL SUIT NO. E016 OF 2021

ULTRA ELECTIC LIMITED.....PLAINTIFF

VERSUS

TRIAD ARCHITECTS LIMITED1ST DEFENDANT

MIZPHAH CONTRACTOR AGENCY.....2ND DEFENDANT

METROCOM CONSULTANTS LIMITED.....3RD DEFENDANT

RULING

1. I have considered the submissions by parties and I consider that it is important to balance the competing interests of the parties herein. We need to protect the substratum of the dispute and that of the 4th defendant, that the project proceeds to obviate the incidental costs occasioned by stoppage.
2. I note that the plaintiff says that it has spent and outlaid itself in sum of Kshs. 500,000/= which may be lost if injunctive orders in place are not extended.
3. Doing the best I can, I take the view that the disclosed injury, damage is capable of compensation in monetary terms to the extent of the exposure.
4. On that understanding, I do discern no loss beyond the sums spent so far, and maybe incidental injury capable of qualification on monetary terms.
5. Consequently, I do discharge the orders but on terms that the defendants present, 1st, 2nd and 4th, shall deposit into court a sum of Kshs. 700,000 within 48 hours from now.
6. The discharge takes effect upon deposit and in the event that the deposit is not effect the injunctive orders shall stand reinstated from the date of default.

PATRICK J.O OTIENO

JUDGE

01/07/2021