



**NCN v JKK (Matrimonial Cause E009 of 2025)  
[2025] KEHC 14463 (KLR) (14 October 2025) (Order)**

Neutral citation: [2025] KEHC 14463 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT ELDORET  
MATRIMONIAL CAUSE E009 OF 2025  
RN NYAKUNDI, J  
OCTOBER 14, 2025**

**BETWEEN**

**NCN ..... APPLICANT**

**AND**

**JKK ..... DEFENDANT**

**ORDER**

Representation

M/s Naomi Muriithi & Co Advocates

M/s Kapere Wairigi & Co Advocates LLP

1. Before this court is an application dated 6<sup>th</sup> day of August 2025 seeking the following orders:
  - a. Spent
  - b. That pending the hearing and determination of this application, an urgent temporary injunction do issue restraining the Respondent, his servants and/or agents from wasting, damaging or alienating and/or otherwise interfering with the following matrimonial properties:
    - a. Uasin Gishu/Mile Thirteen Settlement Scheme/1100 Approximately 0.050 Ha
    - b. Uasin Gishu/Mile Thirteen Settlement Scheme/1046 Approximately 0.05 Ha
    - c. Uasin Gishu/Mile Thirteen Settlement Scheme/1287 Approximately 0.05 Ha
    - d. Motor Vehicle Registration Number KBP XXXX (Premio)



- c. That pending the hearing and determination of this suit, an urgent temporary injunction do issue restraining the Respondent, his servants and/or agents from wasting, damaging or alienating and/or otherwise interfering with the following matrimonial properties:
    - a. Uasin Gishu/Mile Thirteen Settlement Scheme/1100 Approximately 0.050 Ha
    - b. Uasin Gishu/Mile Thirteen Settlement Scheme/1046 Approximately 0.05 Ha
    - c. Uasin Gishu/Mile Thirteen Settlement Scheme/1287 Approximately 0.05 Ha
    - d. Motor Vehicle Registration Number KBP XXXX (Premio)
  - d. That pending the hearing and determination of this suit, an urgent temporary injunction do issue restraining the Office of the Land Registrar, his servants and/or agents from transferring or alienating and/or otherwise interfering with the following matrimonial properties by placing caution on them:
    - a. Uasin Gishu/Mile Thirteen Settlement Scheme/1100 Approximately 0.050 Ha
    - b. Uasin Gishu /Mile Thirteen Settlement Scheme/1046 Approximately 0.05 Ha
    - c. Uasin Gishu/Mile Thirteen Settlement Scheme/1287 Approximately 0.05 Ha
  - e. That pending the hearing and determination of this suit, an urgent temporary injunction do issue restraining the respondent, his servants and/or agents from accessing, utilizing withdrawal or any other transaction or alienating and or otherwise interfering with the rental monies received from the real estate on parcel land number...and be allowed to open a joint account where all the payment will be transferred over there.
  - f. That the costs of this application.
2. The Application is made on the following grounds on the face of it among others: -
- a. That the Applicant and Respondent solemnized their wedding on the 9<sup>th</sup> of October 2018.
  - b. That during the subsistence of their marriage, they both had immersed property in jointly which formed the matrimonial property as each one of them contributed to the purchase of the said properties.
  - c. That during their subsistence of their marriage, they were leaving in holy matrimony until on or about May 2024 when the Respondent relocated to the USA to search for greener pasture.
  - d. That it is from the relocation that the marriage became shaky leading to the Respondent filing a divorce petition which is Divorce Cause No. E051 of 2025 that is still pending before court.
  - e. That as the case is still proceeding, the respondent went behind the back of the Applicant and breached their agreement by hiring an agent to collect the rental payment of their real estate as all along the Applicant was the once collecting and receiving the payment which was constructed in one of the matrimonial plot.
  - f. That the said property is part of the matrimonial property that they had acquired at the subsistence of their marriage and if this Honorable Court doesn't issue a stay order the respondent will interfere with the property which will cause irrevocable damage to the Applicant.



- g. That all the other parcels of land are registered under the name of the Respondent and if a stay order is not issued and the land placed on caution, then the Respondent may decide to lease, charge or sale the properties without the consent of the Applicant.
  - h. That unless this application is heard on priority basis the applicant stands to suffer irreparable harm, loss and damage to the property
3. The Application is supported by the annexed affidavit of NCN where she deponed as follows;
- a. That we were in courtship with the Respondent on or about the year 2007 at Riruta Central Nairobi, I was a spinster then and the respondent bachelor by then.
  - b. That on the 26<sup>th</sup> of November 2011, we celebrated our traditional wedding at [Particulars Withheld] Village at Mt. Elgon and later on solemnized our union on the 9<sup>th</sup> of October 2018.
  - c. That during the course of the marriage they were blessed with four subjects namely; AKK,RKK,DMK and BCK.
  - d. That they have lived in harmony until July 2024, when we started having complications in our marriage leading to the Respondent filing for divorce petition, Divorce Cause No. E051 of 2025 which is still pending in court for determination.
  - e. That at the course of the marriage they managed to immerse wealth and bought the following properties;
    - i. Uasin Gishu/Mile Thirteen Settlement Scheme/1100  
Approximately 0.050 Ha
    - ii. UAsin Gishu/Mile Thirteen Settlement Scheme/1046  
Approximately 0.05 Ha
    - iii. Uasin Gishu/Mile Thirteen Settlement Scheme/1287  
Approximately 0.05 Ha
    - iv. Motor Vehicle Registration Number KBP XXXX (Premio)
  - f. That the above properties were jointly acquired through our individual contributions in the subsequence of our marriage however, the respondent opted to register all the parcels of land under his name contrary to my expectation.
  - g. That the properties listed above were acquired jointly of which I contributed which partly of the amount I got from a financial services and I would send it to the respondent who would add with his for the construction of the property.
  - h. That upon the completion of the real estate, we had an oral agreement that I would be the one receiving and collecting the rent amount which in turn will be used to cater for house expenses, children school fees and partly the rest of the money would be used to build our matrimonial home as at the moment we are currently staying at our ancestral home.



- i. That however, at around May 2025, out of nowhere, the respondent hired an agent company called to be collecting and receiving the rent without my approval paralyzing me as at the moment am struggling to make ends meet.
- j. That we have tried talking issues amicably but the respondent has been adamant to honor earlier agreement of me collecting the rent areas and because of that I have been forced to halt the construction of our matrimonial home that was ongoing and at the moment am having a hard time maintaining our children.
- k. That my monthly income is also not enough to sustain my family as there are loan deductions from the bank that I had taken to facilitate in the purchase of the parcel of land and construction of the real estate thereby I am barely making end meet.
- l. That due to this, I would wish this court orders for a stay order that we open a joint account where all the money collected in the rental in one place until the determination of the pending case in court.
- m. That the parcel of lands which are currently registered in the respondent's name, he be prevented from damaging or alienating/and or otherwise interfere with the properties either through selling and using it for a charge until the completion of the pending case in court and the land registrar offices not to transfer any of the listed property to any other person.
- n. That I swear this affidavit in support of the application seeking to stay the respondent from interfering with any of the matrimonial properties until completion of the divorce proceeding.
- o. That the Applicant herein therefore seeks the intervention of the Court, by this application, to restrain/stay the Land registry from selling or transferring the listed matrimonial properties until the completion and determination of the pending case.
- p. That the Applicant herein also seeks a determination from the Court as to costs incurred by the Applicant arising from this application.

### **Determination**

4. During the pendency of these proceedings a consent in the following terns was entered into by the parties:
  - a. That this court be pleased to refer this subject matter to alternative dispute resolution mechanism/mediation committed for arbitration on contentious issues
  - b. That pending hearing and determination of the subject matrimonial matter Eldoret E009 of 2025 at the mediation committee an order of status quo be maintained
  - c. That each party to bear its own costs of the subject application dated 6<sup>th</sup> August 2025
5. Consequently, I grant the following orders hereunder: -



- a. That the coordinator of court annexed mediation at the High Court of Eldoret facilitate the appointment of an accredited mediator to facilitate this mediation within 60 days from today's date.
- b. That the status conference shall be held on 28<sup>th</sup> November 2025.
- c. That in the event the mediation agreement is reached before the due date, the Deputy Registrar can initiate a status conference before this court.

**GIVEN UNDER MY HAND AND THE SEAL OF THIS COURT THIS 14<sup>TH</sup> DAY OF OCTOBER 2025**

.....

**R. NYAKUNDI**

**JUDGE**

