

THE REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
MILIMANI LAW COURTS
COMMERCIAL AND TAX DIVISION
HCCOMM. NO. E491 OF 2023

HON. JUSTICE ALEEM VISRAM

13TH NOVEMBER, 2025

BETWEEN

JATINDER KAUR GREWAL 1ST PLAINTIFF
SATVINDER SINGH.....2ND PLAINTIFF
HARDEEP KAUR GREWAL.....3RD PLAINTIFF
DANBAT LIMITED.....4TH PLAINTIFF

AND

RAVINDER SINGH GREWAL 1ST DEFENDANT
MANDEEP KAUR GREWAL.....2ND DEFENDANT
RIO INVESTMENTS LIMITED.....3RD DEFENDANT

RULING

Introduction and Background

1. The Court is invited to determine the Plaintiffs' Notice of Motion dated 7th October, 2023. Through that application, the Plaintiffs seek interlocutory

injunctive relief restraining the 1st Defendant from accessing or entering several identified properties and restraining the 1st and 2nd Defendants from dealing with 2,500 shares in the 4th Plaintiff Company.

2. The Plaintiffs also seek orders barring the 1st Defendant from attending or participating in the management or meetings of the 4th Plaintiff. The application is supported by affidavits sworn by the 1st Plaintiff on 7th October, and 13th October, 2025. It is opposed through the replying affidavit of the 1st Defendant sworn on 8th October, 2025.
3. Although the Court directed that the matter be canvassed by way of written submissions, only the Plaintiffs filed submissions. The Court has nonetheless considered the affidavits, annexures, and the applicable law.
4. The Plaintiffs' case is that certain gifts of shares and properties made within the family were not absolute and were subject to conditions arising from a family estate planning arrangement embodied, at least in part, in a Deed of Allocation dated 14th October, 2014.
5. The Defendants deny any such conditions and contend that all transfers, whether of shares or land, were absolute and unconditional. They rely

extensively on the documentary record, including the terms of the Deed of Allocation itself, to rebut the Plaintiffs' claims.

6. The test for the grant of interlocutory injunctions is well settled. In ***Giella v Cassman Brown & Co. Ltd [1973] EA 358***, the court held that an Applicant must demonstrate a prima facie case with a probability of success, must show that he or she stands to suffer irreparable harm not compensable in damages, and if the court is in doubt, the matter is to be resolved on the balance of convenience.
7. The Court of Appeal in ***Nguruman Limited v Jan Bonde Nielsen & Others [2013] KECA 347*** clarified that these requirements operate sequentially. The absence of a prima facie case ends the inquiry.
8. The definition of a prima facie case set out in ***Mrao Ltd v First American Bank of Kenya Ltd [2003] eKLR*** remains authoritative. The court stated that a prima facie case is one in which the material presented shows an apparent infringement of a right that calls for an answer or rebuttal from the opposing party.

Analysis and Determination

9. The Plaintiffs rely on equitable doctrines including constructive trust, unjust enrichment, and incomplete gifts. They cite authorities such as *Bannister v Bannister* [1948] 2 All ER 133, *Micheni A. Nyagah & Others v Robert Njue* (Chuka CA No. 29 of 2019), and cases on trust and company law including *Ghelani Metals Limited & Others v Elesh Ghelani Natwarlal & Another* [2017] eKLR and *Farouk Ravate & Another v Eric Agbeko & Others* [2020] eKLR.
10. Their argument is that the 1st Defendant accepted benefits arising from the family arrangements but rejected obligations, thereby holding the shares and properties upon a constructive trust.
11. The evidence on the record does not however support the Plaintiffs version of events. Rather, the documentary record contradicts the assertions. The Deed of Allocation describes the distributions as 'equitably and absolutely' and contains a clause stating that no person or company mentioned therein will have any claim whatsoever against another once the Deed is executed.
12. The evidence further shows that titles to LR 37/113 and LR 37/114 were transferred to the Defendants a year before the Deed of Allocation. This

chronology of event directly undermines the Plaintiffs' contention that those properties were subject to conditions imposed by the later Deed.

13. The Defendants also contend that the 1st Defendant's holding of 2,500 shares was not a gift at all, but arose through a documented share swap for consideration. That assertion, supported by documents, stands in direct conflict with the Plaintiffs' narrative, and appears more persuasive.
14. The affidavit evidence therefore presents two irreconcilable accounts. The Plaintiffs rely on alleged oral conditions and implied obligations, while the Defendants rely on written instruments that contradict those assertions. These disputes cannot be resolved on affidavit evidence alone and will require viva voce testimony.
15. At this interlocutory stage, however, the Court must determine whether a prima facie case has been established. The contradictions in the Plaintiffs' evidence and the strength of the documentary rebuttal offered by the Defendants prevent the Court from making such a finding.
16. In accordance with the guidance in *Nguruman*, once the court concludes that no prima facie case has been established, it need not consider the remaining limbs of irreparable harm or balance of convenience.

Disposition

17. In the result, the Plaintiffs’ Notice of Motion dated 7th October, 2023, is dismissed with costs.

Dated and delivered virtually via Microsoft Teams this 13th day of November, 2025

**ALEEM VISRAM, FCIArb
JUDGE**

**In the presence of;
Court Assistant: Lispa**

.....for 1st
Plaintiff

.....for 2nd Plaintiff
.....for 3rd Plaintiff
.....for 4th
Plaintiff

..... for 1st
Defendant

..... for 2nd
Defendant

.....for 3rd
Defendant