



**Michuki v Haroon Yuasa Limited & another (Civil Case
E817 of 2025) [2025] KEMC 297 (KLR) (9 December 2025) (Ruling)**

Neutral citation: [2025] KEMC 297 (KLR)

**REPUBLIC OF KENYA
IN THE NAKURU LAW COURTS
CIVIL CASE E817 OF 2025
PA NDEGE, SPM
DECEMBER 9, 2025**

BETWEEN

DENNIS WILLIAM MICHUKI APPLICANT

AND

HAROON YUASA LIMITED 1ST RESPONDENT

BETA RECOVERY AUCTIONEERS 2ND RESPONDENT

RULING

1. The Notice of Motion herein is brought under Order 51 Rule 1 of Civil Procedure Rules 2010 and Sections 1, 1A, 2A, 3 and 3A of the [Civil Procedure Act](#), seeking the following substantive orders.
 - a. That pending the hearing and determination of this suit, this Honorable Court be pleased to grant an interlocutory injunction restraining the Respondents, whether by themselves, their servants, agents, employees, assigns or any person acting under their authority or instructions, from repossessing, detaining, advertising, offering for sale, selling, disposing of, transferring, alienating, or in any way interfering with the Plaintiff/ Applicant's ownership, possession, and use of Motor Vehicle Registration Number KDP 617T (Nissan Juke).
 - b. That pending the hearing and determination of this suit this honorable court be pleased to issue orders compelling the Respondents to release the applicant's Motor Vehicle Registration Number KDP 617T (Nissan Juke).
 - c. That the Officer Commanding Nakuru Central Police Station to ensure compliance of the Honorable Court Orders.
 - d. That the costs be provided for.
2. The application is supported by the affidavit of the applicant sworn at Nakuru on 26/08/2025 and the 9 grounds on the face thereof. It has been opposed by the defendants/respondents through a replying



affidavit of Ashiq Muhammad, a director of the 1st Defendant/ Respondent's, sworn at Mombasa on 10/09/2025.

3. Parties filed and, I believe, exchanged their written submissions. I have gone through the submissions and the authorities cited therein. The principles for the grant of a temporary injunction or a restraining order have been well captured therein.
4. The principles that were set out in *Giella Vrs Cassman Brown & Co. Ltd* [1973] EA 358 are well known; that an applicant for a temporary injunction must show that he has a prima facie case with a probability of success; that such injunction will not normally be granted unless the applicant might otherwise suffer irreparable injury or harm which cannot be adequately compensated by an award of damages and if there is a doubt to the foregoing, the application will be determined on a balance of convenience.
5. In *Nguruman Ltd Vrs Jan Bonde Nielson C.A.77/2012*, the court considered what irreparable loss entails, when it said:

...an applicant must establish that he might otherwise suffer irreparable injury which cannot be adequately compensated or remedied by damages in the absence of an injunction. This is the threshold required and the burden is on the applicant to demonstrate, prima facie, the nature and extent of the injury. Speculative injury will not do; there must be more than an unfounded fear or apprehension on the part of the applicant. The equitable remedy of temporary injunction is issued solely to prevent grave and irreparable injury; that is injury that is actual, substantial and demonstrable; injury that cannot 'adequately' be compensated by an award of damages. An injury is irreparable where there is no standard by which the amount can be measured with reasonable accuracy or the injury or harm is of such a nature that monetary compensation of whatever amount will never be adequate remedy.

6. Whereas I find a prima facie case disclosed herein given that the plaintiff applicant has paid over two thirds of the purchase price of the vehicle herein, I do find that the dispute between the parties herein can be determined in monetary terms up to the last cent. The applicant has not alleged, let alone proved on a balance of probabilities, that the respondents will be unable to compensate him for any loss that he may suffer if the claim or suit succeeds, absent the injunction. I find this ground alone, sufficient to dispose of this application. I do therefore hereby dismiss the application herein with costs to the respondents.

DATED, SIGNED AND DELIVERED AT NAKURU IN OPEN COURT THIS 09TH DAY OF DECEMBER 2025.

HON. A. NDEGE SPM

In the presence of

.....N/A..... present for the applicant

...Omollo..... present for the Respondents

Applicant/ Plaintiff: n/a

1st Respondent/ Defendant: n/a

2nd Respondent/ Defendant: n/a

Omollo: We have not been served with all the pleadings. We can take a mention date for the pleadings to be served and then we close the same and comply. We can take a mention date next year.



CT: Mn. 12/05/26. MNTI.

