



**BNG v CKG (Matrimonial Cause E001 of 2026)
[2026] KEHC 1742 (KLR) (18 February 2026) (Ruling)**

Neutral citation: [2026] KEHC 1742 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NYAHURURU
MATRIMONIAL CAUSE E001 OF 2026
LN MUTENDE, J
FEBRUARY 18, 2026**

BETWEEN

BNG APPLICANT

AND

CKG RESPONDENT

RULING

1. The Applicant herein initiated the substantive matter seeking restraining orders against her husband that would be permanent in nature, from dealing with matrimonial properties in a manner that is detrimental to the family.
2. Through an application dated 26th January, 2026, the Applicant sought various injunctive orders against the respondent that would be temporary in nature from dealing in an unacceptable manner with properties that belong to the family and even evicting the Applicant and her children from the matrimonial home. Prior to directions being given as to canvassing of the application, the Applicant filed another application (Notice of Motion) dated 3rd February, 2026. In the latter application the Applicant seeks orders thus;
 1. Spent.
 2. That pending the hearing and determination of the application dated 26th January, 2026, this honorable court be pleased to issue a temporary injunction restraining the Defendant by himself, his agents, servants, successors and assigns or anybody through him from selling, leasing out, charging, mortgaging, transferring, alienating and/or completing sale of school bus motor vehicle Reg. No. KBN xxxV.
 3. That pending the hearing and determination of the application dated 26th January, 2026, this honorable court be pleased to order a caveat be placed on the school bus motor vehicle Reg. No. KBN xxxV by the NTSA to restrain any dealings and/or transfer of the subject motor vehicle.



4. In the alternative to prayer 3, pending the hearing and determination of the application dated 26th February, 2026, this honorable court be pleased to issue an inhibition order restraining any transfer or dealings with school but motor vehicle Reg. No. KBN xxxV.
 5. That pending the hearing and determination of the application dated 26th January, 2026, a status quo order be issued against the following properties;
 - i. L.R. No. Nyandarua/Kiriita/Shauri Block 1 (Leshau Pondo)/xxx and xxx.
 - ii. L.R. No. Nyandarua/Kiriita/Shauri Block 1 (Leshau Pondo)/xxx.
 - iii. L.R. No. Laikipia/Nyahururu/xxxx.
 - iv. L.R. No. Laikipia/Salama Uruku Block 4/xxx (Pesi).
 - v. L.R. No. Laikipia/Marmanet South Rumuruti Block 1/xxxx(Salama).
 - vi. Plot No. xx – Mairo Inya – Ndemi developed with rental income.
 - vii. L.R. Nos. 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx and 17xxx (Ziwani Nyahururu) of 50x100ft each with a permanent school operating as [Particulars withheld] Boys High School and a residential house.
 - viii. 2 plots of 50x100ft each at Kibathi.
 6. That the costs of this application be provided for.
3. The application is based on grounds that despite the Respondent being aware of existence of the substantive case through plaint and application dated 26th January, 2026, he went ahead to look for buyers and is in the process of selling a school bus motor vehicle Reg. No. KBN xxxV as the buyers called the Applicant on the 3rd February, 2026, in an effort to obtain keys to the bus; that the bus being a subject to this litigation if orders sought are not granted, the application shall be rendered moot and an academic exercise; and, following the acts of the Respondent of wanting to sell the motor vehicle, it is in the interest of justice that other properties are safeguarded.
 4. The Applicant deponed an affidavit in support of the application where reiterated what is stated in the body of the application.
 5. Despite having been served with the application the Respondent neglected and/or failed to file a response thereto.
 6. At the hearing, learned counsel Mr. Gakenia Gicheru called upon the court to grant orders sought in the application dated 3rd February, 2026.
 7. I have considered the application and the supporting affidavit. The issue in question is the matrimonial properties which must be safeguarded for not only to the benefit of the family but it also ensures security of both of the spouses.
 8. The Applicant approached the court in the instant matter because as stated the Respondent has now resorted to wanting to dispose off some of the matrimonial properties and in particular the motor vehicle Reg. No. KBN xxxV a school bus.



9. The principle for grant of an interlocutory injunction were set out in the case of *Giella v Cassman Brown and Co. Ltd* [1973] EA 358 where the Court of Appeal stated thus;

“The conditions for the grant of an interlocutory injunction are now, I think, well settled in East Africa. First, an applicant must show a prima facie case with a probability of success. Secondly, an interlocutory injunction will not normally be granted unless the applicant might otherwise suffer irreparable injury, which would not adequately be compensated by an award of damages. Thirdly, if the court is in doubt, it will decide an application on the balance of convenience”.

10. The Applicant has indicated that the bus was one of the properties acquired during subsistence of the marriage hence qualifies to be a matrimonial property (see Section 6(1) of the [Matrimonial Property Act](#)). Per the affidavit sworn the bus was registered in the name of the Respondent as the head of the family, a fact not disputed.

11. The averment that the Applicant has been called by intended buyers asking for the key to the bus is not controverted. It is demonstrated that there is a likelihood of the bus being sold hence the matrimonial property being disposed off to the detriment of the Applicant.

12. The balance of convenience tilts towards the Applicant as the Respondent is not bothered about the allegations despite being knowledgeable. Therefore, he will suffer no prejudice; while the Applicant will be deprived off interest in the property if sold.

13. The upshot of the above is that I grant orders thus;

1. A temporary injunction be and is hereby issued restraining the Respondent/Defendant or his agents/servants from selling, leasing out, charging, mortgaging, transferring, alienating and/ or completing the sale of school bus motor vehicle Reg. No. KBN xxxV pending hearing and determination of the application dated 26th January, 2026.

2. Status quo be maintained in respect of properties;

i. L.R. No. Nyandarua/Kiriita/Shauri Block 1 (Leshau Pondo)/xxx and xxx.

ii. L.R. No. Nyandarua/Kiriita/Shauri Block 1 (Leshau Pondo)/xxx.

iii. L.R. No. Laikipia/Nyahururu/xxxx.

iv. L.R. No. Laikipia/Salama Uruku Block 4/xxx (Pesi).

v. L.R. No. Laikipia/Marmanet South Rumuruti Block 1/xxxx(Salama).

vi. Plot No. xx – Mairo Inya – Ndemi developed with rental income.

vii. L.R. Nos. 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx, 17xxx and 17xxx (Ziwani Nyahururu) of 50x100ft each with a permanent school operating as [Particulars withheld] Boys High School and a residential house.

viii. 2 plots of 50x100ft each at Kibathi;

pending hearing and determination of the application dated 26th January, 2026.

3. Costs to abide the application dated 26th January, 2026.



14. It is so ordered.

DATED, SIGNED AND DELIVERED VIRTUALLY THIS 18TH DAY OF FEBRUARY, 2026.

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L.N. MUTENDE

JUDGE

