



**Nderitu v Kironji & another (Sued as Representatives/Trustee
of Life Transformation Centre) (Environment and Land Case
E142 of 2025) [2025] KEMC 352 (KLR) (4 December 2025) (Ruling)**

Neutral citation: [2025] KEMC 352 (KLR)

**REPUBLIC OF KENYA
IN THE NAKURU LAW COURTS
ENVIRONMENT AND LAND CASE E142 OF 2025
PA NDEGE, SPM
DECEMBER 4, 2025**

BETWEEN

DUNCAN NDEGWA NDERITU PLAINTIFF

AND

EMMANUEL NGARUIYA KIRONJI 1ST RESPONDENT

JOHN NGANGA GATHATA 2ND RESPONDENT

**SUED AS REPRESENTATIVES/TRUSTEE OF LIFE TRANSFORMATION
CENTRE**

RULING

1. The Notice of Motion herein is brought under Sections 1A, 1B, 3A of the *Civil Procedure Act*, Order 40 Rule 1, and Order 51 Rule 1 of Civil Procedure Rules and Section 1A, seeking the following substantive orders.
 - a. That pending the hearing and determination of this suit, this Honorable Court be pleased to issue temporary orders of injunction restraining the Respondents, their servants, agents, employees, representatives and/or any person from whomsoever claiming under them from selling, charging, leasing, trespassing onto, remaining on, further developing, and/or in any manner adversely dealing with LR. NO. Bahati/Kabatini Block1/10567 and LR. NO. Bahati/Kabatini Block1/10568 each measuring approximately 0.0470 Ha.
 - b. That the costs be borne by the Defendants.
2. The application is supported by the affidavit of the applicant sworn at Nakuru on 12/06/2025 and the 13 grounds on the face thereof. It has been opposed by the defendants/respondents through a replying affidavit dated 07/08/2025.



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. I do find that the dispute between the parties herein in relation to parcel no. LR. NO. Bahati/Kabatini Block1/10568 can be determined in monetary terms up to the last cent. This is vide clause 1(c) and (d) of the Addendum. 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 in relation to that land parcel succeeds, absent the injunction. In any way the balance of convenience in relation to that parcel tilts in favour of the Respondents.
7. As for the other parcel, LR. NO. Bahati/Kabatini Block1/10567, I shall find that a prima facie case has been established with a likelihood of success. In fact the respondents’ counsel in their submissions appear to concede this. I thus do hereby allow this application only to the extent that the temporary orders herein shall relate only to parcel number 10567.
8. I thus do hereby issue an order of temporary injunction restraining the defendants by themselves, agents, employees, servants, representatives, and/or persons claiming under them from selling, charging, leasing, trespassing onto, remaining on, further developing, and/or in any manner adversely dealing with LR. NO. Bahati/Kabatini Block1/10567 measuring approximately 0.0470 Ha. Each party to bear own costs.

DATED, SIGNED AND DELIVERED AT NAKURU IN OPEN COURT THIS 04TH DAY OF DECEMBER 2025.

HON. A. NDEGE SPM

In the presence of

.....Ouma..... present for the applicant

.....n/a..... present for the Respondents



Applicant/ Plaintiff: Present

Respondents/ Defendants: N/A

Ouma: Praying for a copy of the ruling.

