Rent Distress at Car Wash Premises Historical Injunction Motion

Educational sample 291 | Mombasa

Educational reconstruction from a reported Kenyan decision. Newly drafted wording, not an original court filing or a matter handled by our team. Specimen identities are bracketed. Adapt to genuine facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT MOMBASA

ENVIRONMENT AND LAND CASE NO [reference]

[TENANT PLAINTIFF AND APPLICANT] v [LANDLORD DEFENDANT]

NOTICE OF MOTION

1. The Applicant seeks a temporary injunction restraining removal or sale of the identified goods in the scheduled distress pending determination of the pleaded suit. The exact premises, auctioneer instructions and proposed sale date are [verified particulars].

2. The Applicant disputes the rent arrears demanded and relies on [lease, payment records and actual waiver evidence if it exists]. The admitted and disputed rent are separately stated. A business closure is not represented as automatic contractual suspension of rent.

3. The Applicant identifies the right said to be infringed and the evidence supporting a prima facie case. The genuine legal basis for occupation after the fixed term is [details], without assuming a renewal or permanent entitlement to remain.

4. The anticipated irreparable injury is [supported particulars]. Monetary loss and repair costs are distinguished from any harm not adequately compensable by damages. The balance of convenience is addressed with the landlord enforcement rights and actual status of the goods.

5. The earlier Tribunal reference, ruling and any appeal or review are fully disclosed at [details]. The Applicant must explain why the proposed suit is legally competent and not a repetition of a finally determined issue.

6. The Applicant asks for a properly limited injunction, prompt inter partes directions and appropriate costs. This reconstructs an unsuccessful historical request: Bayusuf struck out both the motion and suit for want of merit and res judicata.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected person and address].

Use and evidence notes

Use the actual existing cause, applicable power and precise interim or substantive prayers with genuine supporting evidence. Disclose adverse facts, earlier applications, current orders and delay. Complete affidavit, exhibits, urgency certificate only where justified, fee and service under current directions. A proposed corrected motion does not establish that the missing facts or procedural permission exist. Historical losing application. Do not file a new claim merely to evade an existing Tribunal ruling. Missing waiver proof and an expired term were decisive weaknesses.

Supporting material: [date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach genuine records only. This public specimen contains no exhibits, signatures, personal identifiers or sworn declaration.

Source and procedural limits

A car-wash tenant sought an injunction against distress for claimed rent arrears of Kshs 3,840,000 plus Kshs 960,000 charges. He alleged a rent waiver after county demolition. The landlord relied on a monthly rent of Kshs 160,000, expiry of the lease in June 2024 and an earlier Business Premises Rent Tribunal ruling.

The Court found no exhibited waiver or proved basis for the claimed reduction. It held the lease had expired and the issues had already been litigated before the Tribunal. The motion and entire suit were struck out with costs to the landlord.

This is an unsuccessful fresh injunction, not authority to repeat a finally determined reference. Distress, possession, disputed rent accounting and a challenge to a Tribunal order are distinct procedural issues. Obtain the prior record and assess res judicata, limitation, appeal or review route and actual jurisdiction. Do not fabricate a rent waiver or assume business interruption automatically cancels rent.

[2025] KEELC 6191 (KLR) - 25 September 2025. Source decision: https://sheriahub.com/cases/ke/caselaw/bayusuf-v-nyale-2025-keelc-6191-klr

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The original decision may identify participants. The specimen brackets identifying details. A source judgment does not prove this reconstruction was filed, an allegation succeeded, a later order remains unchanged or the same result will follow in another case.