# Respondent Submissions on Non Exclusive Distribution Terms and Interim Relief

Educational sample 125 | Nairobi

Educational reconstruction from a reported Kenyan judgment. This is newly drafted text, not an original court filing and not a matter handled by our team. Identifying details are replaced with bracketed fields. Verify the facts, current law, jurisdiction and court directions before signing, swearing or filing.

## Reconstructed formal document

REPUBLIC OF KENYA

IN THE SUPREME COURT OF KENYA

PETITION OR APPLICATION NO [reference]

[APPELLANT OR APPLICANT] v [RESPONDENT]

WRITTEN SUBMISSIONS

1. The Respondents submit that the underlying allocation terms and goodwill arrangements require a merits hearing. They identify the provisions relied on and the route letters rather than treat every payment as an adjudicated proprietary entitlement.

2. A contractual arbitration argument should be framed within the actual agreement and parties. It must answer the Appellant’s objections concerning constitutional questions and third parties.

3. Interim protection should have identifiable boundaries. The Court should distinguish preserving existing arrangements from granting the whole substantive commercial claim before trial.

4. The alleged disobedience must be addressed independently of the contractual merits. The Respondents cannot justify ignoring an operative order solely by contending that the original claim should fail.

5. If protective orders are restored, the Respondents seek an expedited High Court hearing with an opportunity to answer the amended petition and the specific disobedience application. The source did not finally decide refund liability.

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

## Use and evidence notes

Answer the actual pleaded grounds and the Appellant’s authorities. Identify the record pages relied upon and any genuine limits of jurisdiction. An argument that failed in the source case remains marked historical. New affirmative relief may require a cross-appeal; do not obtain it by adding a prayer to submissions. Follow current filing, bundle and service directions.

Authorities and record references: [authority and proposition]; [relevant admitted document and page]; [court direction governing this filing].

## Source and procedural limits

A distributor paid KES 27,300,000 goodwill for allocated territories and disputed repossession and reallocation of routes. The High Court granted conservatory protection; the Court of Appeal set it aside and directed arbitration. The Supreme Court addressed constitutional jurisdiction, third parties and disobedience of the court order.

The Supreme Court allowed the appeal, restored the High Court orders and remitted the amended petition for hearing. The High Court was to consider the consequences of disobedience. Costs in the appellate courts were awarded against the first two respondents. The Court did not award a final goodwill refund or fix contempt punishment.

Constitution Articles 27, 36, 40 and 163(4)(a); distinction between public law conservatory relief and private interlocutory injunctions; limits of an arbitration clause affecting third parties. Final liability and quantum remained for the High Court.

[2023] KESC 14 (KLR) — 17 February 2023. Original judgment: https://supremecourt.judiciary.go.ke/wp-content/uploads/2025/01/Supreme-Court-Law-Reports-2023-Vol-1.pdf#page=480

The original decision may identify participants. The specimen replaces their identifying details. A source decision is not proof that a draft was filed, that an allegation succeeded, or that the same result will follow in another case.