

Dr. Abdul Majeed v Abdullah Hassan Chikukula

Summary

Court:	High Court of Malawi
Registry:	Civil Division
Bench:	Honourable Justice Trouble Kalua
Cause Number:	Commercial Cause Number 84 of 2025
Date of Judgment:	September 02, 2025
Bar:	K. Kamwendo, Counsel for the Claimant S.A. James, Counsel for the Defendant

The Claimant sought an order for the immediate delivery of a motor vehicle and damages for conversion against the Defendant, and had obtained a without-notice interlocutory injunction. The Defendant subsequently applied to the High Court, Commercial Division, for an order to discharge the injunction and dismiss the entire matter. The dispute arose from an agreement for the Defendant to transport the Claimant's motor vehicle from South Africa to Malawi. Both parties agreed that the Defendant would be paid for this service and that the Defendant would hold the vehicle as security until payment was made. While the Claimant claimed to have been ready and willing to pay, and the Defendant claimed to have been continually seeking payment, the Court noted that no payment had in fact been made, and the vehicle remained in court custody after a prior court

order.

The principal questions before the Court were whether the injunction should be discharged and whether the Claimant's suit should be struck out. The Court held that the injunction should be discharged and the proceedings struck out. The Court's reasoning was two-fold. First, on the injunction, the Court applied the principles from

American Cyanamid Co v Ethicon Limited and found that the Claimant had no serious question to be tried, that damages would be an adequate remedy, and that the balance of convenience tilted heavily in the Defendant's favour. Second, the Court found that the Claimant's main claim for conversion disclosed no reasonable cause of action. The Defendant's continued possession of the vehicle was justified under the parties' agreement as the payment condition had not been met. Consequently, the Court set aside the injunction, ordered that the vehicle be returned to the Defendant, and struck out the proceedings as frivolous, vexatious, and an abuse of the court process. The Claimant was also ordered to pay the Defendant's costs.