* **Analysis of applicable law**

**My Lord,**

There various laws which support our arguments as on the case of Atilio V Mbowe (1969) HCD 284 Read together with the case of Giella V Cassman Brown & Co. Ltd. [1973]E.A. 359 which stipulates for the condition for the Court to grant injunction which are “*first there must be a serious question to be tried by the Court, and a probability that the Plaintiff will be entitled to the relief prayed for (in the main suit), Second that the temporary injunction sought is necessary in order to prevent some irreparable injury Befalling the Plaintiff while the main case is still pending, and third, that, on the balance, greater hardship and Mischief is likely to be suffered by the Plaintiff if temporary injunction is withheld than may be suffered by the Defendant if the order is granted”.*

As on the condition of set for person to be granted injunction fit in this case as there are probability of the applicant to get relief on the arbitration as the respondent breach the contract entered between them as the ground stated above,

Moreover injunction can prevent injury befalling the applicant while the case is pending, as on the case of T. A. Kaare V. General Manager Mara Cooperative Union, [1987] TLR 17, the court is required to consider whether there is a need to protect either of the parties from the species of injuries known as irreparable injury before Right of the parties is determined. Sohoni's Law of Injunction, Second Edition, 2003 at page 93 that: -"As the injunction is granted during the pendency of the suit the court wiii interfere to protect the piaintiff from injuries which are irreparable.

Furthermore if injunction will be granted will balance, hardship and mischief which the applicant will be likely to be suffered Sohoni’s Law of Injunction, Second Edition, 2003 at page 93 that, the court is required to balance and weigh the mischief or inconvenience to either side before issuing or withholding the injunction.

I will borrow the wise Mgonya J on the case of Ramla Aziz Msuya V Equity Bank (T) LTD and others Misc Land Application No 28 of 2021 stated that “I will hold that this is a fit case for Temporary Injunction because all the Conditions for granting Temporary Injunction have been met”

Furthermore Al Outdoor Tanzania Ltd V Alliance Media Tanzania Ltd, Commercial Case No.25 of 2005 HC Commercial Division at Dar es Salaam, where it was stated that, a temporary injunction is an equitable remedy and whoever come to the equity must come with clean hands. Therefore applicant has come to equity with no wrong done on its part because it has never breached the agreement.