Statement of Claim Supporting Particulars

Unpaid Engine Price After Dismantled Return — Milimani Small Claims Court

Educational reconstruction based on a published Kenyan judicial decision. This is newly drafted sample wording, not the original filed document and not a case handled by our team. Parties and identifying details are replaced with fields for completion. The source judgment may display original public case details.

Purpose and correct procedural stage

Looking for a statement of claim supporting particulars for unpaid engine price after dismantled return in Nairobi? This page provides a reconstructed draft for Milimani Small Claims Court, with editable Word and PDF downloads. A Kenyan lawyer or advocate can adapt the document to the correct party, evidence and procedural stage.

Use the formal section only after completing the fields from the actual record. The educational notes and later outcome are separate from the draft and should not be filed as allegations that existed at the earlier stage. Keep the actual party’s legal position: Engine seller. This download is supporting particulars, not a reproduction of the prescribed SCC 1 or SCC 2 form. Obtain the current form from the registry and complete its required fields.

Reconstructed formal document

REPUBLIC OF KENYA
IN THE SMALL CLAIMS COURT AT MILIMANI, NAIROBI
CASE NO [number] OF [year]
[Claimant] — CLAIMANT
VERSUS
[Respondent] — RESPONDENT

STATEMENT OF CLAIM SUPPORTING PARTICULARS

1. The Claimant seeks relief for the transaction described below. These particulars accompany the current prescribed Form SCC 1; the signed form supplies the parties' legal descriptions and service particulars.

2. The pleaded basis for Milimani venue is [evidenced Nairobi place of transaction or respondent's business/residence]. The principal claimed is KSh [verified net amount]; the Claimant relies on the court's contract or money-held jurisdiction as applicable to the completed facts.

3. The seller delivered a complete replacement engine to the buyer for an agreed price. The delivery note recorded a seven-day guarantee. The seller's position was that payment was due after the agreed payment interval.

4. The buyer asserted that payment depended on installation and satisfactory operation. The seller disputes that this altered the agreed payment obligation and relies on the actual delivery note and contemporaneous communications.

5. The engine was subsequently returned in a dismantled state without the seller's authorisation. The seller declined that return and sought the unpaid purchase price.

6. The buyer alleged a defect and a replacement arrangement. The seller requires those assertions to be established by admissible evidence and the actual complaint chronology, rather than assuming that dismantling proves a defect present at delivery.

7. PARTICULARS OF THE SUM CLAIMED
Total proved payment or contract price: KSh [A]
Less payments, refunds and credits attributable to this transaction: KSh [B]
Less any legally justified adjustment admitted by the Claimant: KSh [C]
Net principal sought: KSh [A minus B minus C]
Separate pleaded additional relief, if supported: [identify basis and amount].

8. The Claimant relies on the contemporaneous records identified in the accompanying list of documents and the witnesses with direct knowledge of payment, performance and the disputed events.

9. RELIEF SOUGHT
Judgment for KSh [unpaid agreed price after all credits], lawful interest and assessed costs.

DATED at [place] this [day] of [month] [year].
[Party or advocate signature]
[Name and capacity]
[Address for service]
TO: [opposing party or advocate, verified service details].

Evidence and adaptation checks

Sale and delivery: Price, completeness of engine and terms actually recorded. Record to locate: Invoice or agreement and signed delivery note.

Guarantee and communications: Scope of assurance and whether complaint was timely. Record to locate: Seven-day guarantee wording and dated complaint messages, if available.

Return condition: Dismantled state and absence of authorised dismantling. Record to locate: Available return acknowledgement, correspondence and witness evidence.

Price account: Outstanding purchase price without invented additional losses. Record to locate: Proof of payments or absence of credited payment and demand.

No mechanic’s report, photographs or complaint messages should be invented. A different buyer with genuine technical evidence may have a different result.

What happened later — educational context only

The seller recovered the engine price. The buyer’s alleged defect and replacement arrangement lacked the evidence needed to defeat the claim in the record before the court.

The sample was drafted retrospectively from the published reasons. It is not evidence that these exact words, schedules or documents were filed in the source proceedings. Factual assertions must be verified independently before any real filing.

Source judgment and filing review

[2026] SCC 196 (KLR) — https://sheriahub.com/cases/ke/caselaw/njuguna-v-karanja-2026-scc-196-klr

Full published judicial text, including final orders, reviewed 8 October 2026. The linked text is a reproduction of the judicial decision. The sample cites that decision as its factual and procedural starting point, not as a guarantee of another case’s outcome.

Before use, a qualified Kenyan advocate should check current legislation and rules, court competence, limitation or appeal time, prescribed forms, electronic-record foundations, service and registry directions. Do not copy historic contract terms into a different transaction.