Witness Statement

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 witness statement 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.

Reconstructed formal document

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

WITNESS STATEMENT

1. I, [witness name], of [address retained in the filed record], make this statement in my capacity as [actual role]. I identify below the matters I personally observed and the records I am competent to explain.

2. My connection with the transaction is [state actual participation and, for a business witness, authority and record-keeping role]. I do not give evidence on behalf of a mechanic, police officer, bank or other participant about matters outside my personal knowledge.

3. I supplied a complete replacement engine for the agreed price in [sale record]. The delivery note and seven-day guarantee are identified at [bundle pages].

4. The payment term I rely on is recorded in [agreement or communications]. I dispute the buyer’s asserted installation condition and identify the messages I actually sent and received.

5. The engine was returned dismantled. What I personally observed on return, and whether I authorised dismantling, are [complete accurately]. I declined the return in those circumstances.

6. I sought the unpaid price. I identify complaint or replacement communications actually received and every payment credited. I do not offer a technical diagnosis without the qualifications and evidence required.

7. I identify the records I made, sent, received or maintained as [bundle page references and explanation of provenance]. For a record obtained from another person, the source and the basis on which I can speak to it are [complete from evidence].

8. Payments and credits I can explain are [date, amount, channel and allocation]. Any difference between an initiated payment and a completed or reversed transfer is addressed expressly. I rely on the net account, without treating a later judicial award as part of the original transaction.

9. The events I did not personally observe, and any matter requiring another witness, are [identify]. I have not adopted another participant’s observations as my own.

I confirm that the completed statement reflects my knowledge and the identified records.
Signed: [witness]
Date: [date]
[Apply any required statement of truth or registry attestation in the current prescribed form.]

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.