Replying Affidavit

Opposing Set-Aside of a Supplier Invoice Default Judgment — 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 replying affidavit for opposing set-aside of a supplier invoice default judgment 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: Supplier resisting set-aside. The draft is unsigned and unsworn. A deponent must verify its contents, separate personal knowledge from sourced information, and properly commission the affidavit and exhibits.

Reconstructed formal document

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

REPLYING AFFIDAVIT

1. I, [deponent name], of [address], being [actual capacity], MAKE OATH and state as follows:

2. I am [state involvement and authority] and am competent to depose to the matters within my personal knowledge. The source of any information from another person or from the court file is identified in the relevant paragraph.

3. The supplier pursued an unpaid invoice connected with the Nairobi transaction. The respondent referred to a separate invoiced transaction elsewhere and asserted payment in relation to that other account.

4. A default judgment was entered. The respondent later applied to set it aside, challenging email service and alleging a defence on the merits. The supplier relied on the respondent’s appearance and the distinction between the invoice accounts.

5. The set-aside application did not include the proposed defence needed to demonstrate the alleged triable issues on the record considered by the court. The supplier opposed an unsupported conflation of the two invoices.

6. The opposition addresses the actual Small Claims Court procedure. The supplier does not assume that email service without an order is valid in every case or that a default judgment can never be reopened.

7. The record described as claim and invoice is [identify actual record and source]. If annexed, it is marked [deponent initials]-1 and supports identify the precise unpaid transaction.

8. The record described as service record is [identify actual record and source]. If annexed, it is marked [deponent initials]-2 and supports establish what method was used and its lawful basis.

9. The record described as appearance is [identify actual record and source]. If annexed, it is marked [deponent initials]-3 and supports consider participation and the particular service objection.

10. The record described as set-aside papers is [identify actual record and source]. If annexed, it is marked [deponent initials]-4 and supports test the explanation and asserted triable issues without fabricating a missing defence.

11. The record described as other invoice is [identify actual record and source]. If annexed, it is marked [deponent initials]-5 and supports prevent misallocation of a payment from a different transaction.

12. I place these facts before the Court for determination of the application. Legal propositions and argument are addressed in the written submissions; I do not present counsel’s argument as an event I witnessed.

SWORN at [place] by [deponent]
this [day] of [month] [year]
_____ DEponent signature
BEFORE ME: [Commissioner for Oaths particulars, signature and seal]
[Complete commissioning and exhibit certification properly; this unsigned reconstruction is not a sworn affidavit.]

Evidence and adaptation checks

Claim and invoice: Identify the precise unpaid transaction. Record to locate: Claimed Nairobi invoice, orders and delivery records.

Service record: Establish what method was used and its lawful basis. Record to locate: Actual return, transmissions and any alternative-service order.

Appearance: Consider participation and the particular service objection. Record to locate: Filed memorandum or record of appearance and subsequent conduct.

Set-aside papers: Test the explanation and asserted triable issues without fabricating a missing defence. Record to locate: Application, affidavit and any proposed defence actually filed.

Other invoice: Prevent misallocation of a payment from a different transaction. Record to locate: Separate invoice and credit records relied on by respondent.

Do not invent a draft defence that the source says was missing, or declare email service invariably valid. Use the actual service and appearance record.

What happened later — educational context only

The application to set aside was dismissed, and the later appeal was also dismissed. The court considered participation, procedural requirements and the failure to demonstrate the asserted defence.

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] KEHC 13389 (KLR) — https://sheriahub.com/cases/ke/caselaw/boma-hotel-ta-red-court-hotel-ltd-v-brandables-ea-ltd-2026-kehc-13389-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.