Spouse Affidavit Denying Charge Consent and Explaining Removal of a Land Caution

Educational sample 247 | Mombasa

Educational reconstruction from a reported Kenyan decision. Newly drafted wording, not an original court filing or a matter handled by our team. Specimen identities are bracketed. Adapt to genuine facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT MOMBASA

ENVIRONMENT AND LAND PETITION NO [reference]

[CLAIMANT] v [RESPONDENT]

AFFIDAVIT

1. I am [Petitioner identity], the person claiming the matrimonial interest described in the petition. I reside in the apartment with [children described without public identifiers]. I state the basis of my occupation and the authentic title, matrimonial and court records relied upon.

2. The alleged spousal consent dated [date on genuine document] bears a signature attributed to me which I [truthfully admit or deny]. My grounds for denying execution are [personal facts]. I identify the genuine signature material and the source of any forensic examination; I do not assert expertise I do not possess.

3. The caution was entered on [verified register date] on [actual basis]. The register shows removal on [date] and [entry]. The notice I received, if any, was [state accurately]. I distinguish failure to receive a notice personally from proof that the registrar sent no notice at all.

4. I identify the lender loan and charge records known to me and disclose any loan or family-business participation by me. The source lender asserted a KSh 5.7 million facility and earlier separate borrowing. In this actual affidavit I state the verified transactions rather than deny every relationship with the lender.

5. The matrimonial decision, family appeal and previous eviction proceedings are [numbers, orders and status]. I disclose the award said to be KSh 700,000 and whether it was paid, challenged or stayed. A pending appeal is not described as a stay unless an actual stay order exists.

6. The present threat of sale or eviction arises from [dated notice and service]. The children occupation and risk of displacement are [facts within my knowledge]. I seek preservation while the petition is heard, rather than declare the charge void or my ownership final. Annexures are genuine and indexed for a valid jurat.

SWORN by [deponent] at [place] on [date]. Signature [ ]. BEFORE ME [competent authorised oath administrator]. This specimen has not been sworn.

Use and evidence notes

Complete the deponent identity, authority and actual personal-knowledge or identified-information basis. Index and authenticate genuine exhibits; missing exhibits are not supplied by this text. An affidavit is evidence, not a vehicle for new unpleaded relief or invented expert conclusions. Obtain any required leave for a further affidavit and complete a valid jurat before a competent authorised person. This specimen is unsworn.

Supporting material: [date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach genuine records only. This public specimen contains no exhibits, signatures, personal identifiers or sworn declaration.

Source and procedural limits

A former spouse living with two minor children challenged a charge, alleged forged spousal consent and removal of a caution without notice. The lender relied on a KSh 5.7 million loan, asserted consent and challenged the signature-comparison material. It referred to a KSh 700,000 matrimonial award from the Kadhi Court. Related family appeal and earlier eviction proceedings existed. Ownership was registered to the former husband, not finally awarded to the petitioner in this ruling.

The ELC granted a temporary injunction restraining sale, advertising, offering as security and eviction pending determination of the petition, with application costs to follow that outcome. It found a prima facie issue concerning matrimonial interests and fair administrative action, and risk of irreparable harm affecting the children. It did not finally decide forgery, invalidate the loan or charge, reverse the Kadhi judgment or confer sole ownership.

Keep land-register action, loan enforcement and matrimonial allocation distinct. Identify the actual charge, consent, caution, notice, forensic report and related orders. A disputed expert report does not automatically establish criminal fraud. The ruling contains a submissions-date inconsistency; the actual filings control chronology. Interim protection remains subject to the Court conditions and later orders, not an indefinite right to ignore loan obligations.

[2025] KEELC 1319 (KLR) - 19 March 2025. Source decision: https://new.kenyalaw.org/akn/ke/judgment/keelc/2025/1319/eng%402025-03-19

Reproduced primary text checked: https://sheriahub.com/cases/ke/caselaw/meli-v-land-registrar-mombasa-land-registry-4-others-2025-keelc-1319-klr.pdf

The original decision may identify participants. The specimen brackets identifying details. A source judgment does not prove this reconstruction was filed, an allegation succeeded, a later order remains unchanged or the same result will follow in another case.