Lender Replying Affidavit on Loan Consent Valuation and the Family Apartment Charge

Educational sample 248 | 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 [lender authorised officer]. My authority and custody of the relevant lending records are [documents]. I respond to the Petitioner interim motion in the existing land petition, identifying which matters I know personally and which I state from identified records.

2. The borrower applied for [verified amount] and offered the apartment as collateral. On the source facts the facility was KSh 5.7 million. The loan, disbursement, repayment, default and present balance are set out in [account schedule]. Interest, charges and principal are separated.

3. The charge and consent documents held by the lender are [dates and copies]. I explain execution, attestation, receipt and the verification actually undertaken. An assertion that the signature resembles an earlier loan signature is distinguished from a qualified forensic conclusion.

4. The borrower later reported [actual employment or repayment difficulty] and requested [sale or other action] on [date]. The original communication, valuation instruction, valuation and auctioneer or statutory notices are [records]. A borrower sale request is not assumed to extinguish every other person interest.

5. The caution, prior eviction application, Kadhi judgment and family appeal are disclosed from [authenticated records]. I identify the lender position on the KSh 700,000 matrimonial award and any payment offer, but do not treat that amount as a final ELC determination of all land-register issues.

6. The lender response to the requested interim relief is [supported position and proposed conditions]. I disclose any missing consent or notice record and any later court restraint. I do not claim that this affidavit proves forgery allegations false or grants a right to evict outside the lawful process.

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. Reconstruction of the lender evidential response, whose opposition to interim relief did not succeed in the source. Do not present it as a holding that consent was valid.

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.