Submissions Distinguishing a Personal Loan from Event Venture Funding

Educational sample 370 | 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 SMALL CLAIMS COURT AT MOMBASA

SMALL CLAIMS COMMERCIAL CASE NO [reference]

[LENDER CLAIMANT] v [RECIPIENT RESPONDENT]

WRITTEN SUBMISSIONS

1. The issues are the agreed legal character of the advance, the amount proved, repayment and any genuine defence or counterclaim. The Court should examine the actual transaction and communication record rather than decide the arrangement solely from the fact that the funds supported an event.

2. The Claimant relies on the repayment understanding and genuine M-Pesa transfers. The pleaded sum must be limited to proof. In the source, KES 74,400 was established against a KES 76,000 claim; the unexplained KES 1,600 difference was not awarded.

3. The Respondent joint-venture assertion requires evidence of the agreement and roles, not merely vendor vouchers and a later description of the payment. The source found the available event and communication evidence insufficient to establish that defence.

4. The Small Claims Court applied sections 3(3)(d) and 32 when receiving the transaction evidence. This flexible process is assessed within that Court statutory framework. It does not dispense universally with electronic-evidence rules or authenticate any screenshot submitted elsewhere.

5. The Claimant requests the proved unpaid amount, interest as lawfully ordered and appropriate costs, with all credits recognised. The source result was KES 74,400, court-rate interest from filing and KES 5,000 costs. Submissions add no new transfers, agreement or event evidence.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected person and address].

Use and evidence notes

Identify pleaded issues, admitted evidence and genuine record pages. Follow directions on length, authorities, filing and service. Submissions do not introduce exhibits or cure missing substantive prayers. Distinguish what a party sought from what the Court ordered, and an unsuccessful historical position from the actual holding.

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

The claimant sought KES 76,000 as a repayable advance for a music event. The respondent alleged joint-venture funding rather than a loan. M-Pesa records established KES 74,400; vendor vouchers and unsupported event assertions did not establish the joint venture on that record.

The Mombasa Small Claims Court awarded KES 74,400, interest at court rates from filing and KES 5,000 costs. The larger KES 76,000 demand was not fully proved. The decision applied the Court flexible evidence provisions to the available transactions.

Small Claims Court Act sections 3(3)(d) and 32 informed evidential flexibility; this does not create a universal exemption from electronic-evidence requirements in other courts. The claimant must prove the loan and amount, while a joint-venture allegation needs evidence of the agreed arrangement. Do not publish participants telephone numbers or transaction identifiers.

[2026] SCC 124 (KLR) - 4 May 2026. Source decision: https://sheriahub.com/cases/ke/caselaw/oketch-v-oketch-2026-scc-124-klr

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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.