Small Claims Statement of Claim for Printer Rental and Supported Invoice Charges

Educational sample 391 | 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 CLAIM NO [reference]

[SUPPLIER CLAIMANT] v [CUSTOMER RESPONDENT]

STATEMENT OF CLAIM

1. The claimant [supplier] seeks recovery under the equipment rental contracts with [customer] concerning printers used at [premises]. Insert the genuine contract dates, parties and territorial and monetary jurisdiction facts. The source scenario concerns page-count rental, not a sale of ownership of the equipment.

2. The parties agreed the applicable per-page rates, availability of monthly counter information, payment within thirty days, specified late-payment charges and maintenance allocation. Plead the actual terms and the period of supply; do not add a particular document format or fee absent from the contract.

3. The claimant supplied the rental equipment and invoiced page counts using the corresponding meter readings, with replacements linked through genuine installation and counter records. An invoice alone does not excuse proof of supply, count, rate, tax and availability of the supporting information.

4. The source account billed KES 827,272.96 against KES 355,875.27 payments, leaving KES 471,397.69 initially claimed. Itemise the genuine invoices and credits. Disclose later payments promptly and do not sue for an amount already satisfied.

5. Repair recovery is pleaded only where the actual contract and evidence establish customer misuse distinct from ordinary supplier maintenance. Late-payment charges require the contractual basis and correct calculation. The source trial court excluded KES 17,400 uplifting because no contractual basis was shown.

6. PRAYERS: judgment for the correctly pleaded and proved unpaid balance; lawful interest if justified by the actual contract or order; and costs as permitted. Complete the prescribed Small Claims Court form, evidence exchange and service. This draft does not supply the entire filing pack.

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

Use the prescribed Small Claims Court statement-of-claim form and rule 3, with genuine documents and lawful service. Check the monetary and territorial jurisdiction, related litigation, limitation, amounts and specific relief. This is substantive wording for the form, not an ordinary civil plaint.

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 printer supplier claimed KES 471,397.69 for page-count charges, repair, late-payment charges and uplifting. The customer disputed counter documentation, repair liability and fees. The trial court excluded KES 17,400 uplifting and awarded KES 453,997.69. A later KES 77,436 cheque was credited, and a balance was secured during appeal.

The High Court dismissed the appeal. The contracts required counter information to be available, not a prescribed document format as a condition precedent. The customer own bundle supplied supporting readings. The operative order released KES 376,561 plus accrued deposit interest to the supplier and awarded appeal costs.

Section 38 of the Small Claims Court Act confines appeal to matters of law; the High Court did not rehear factual credibility. Distinguish repair due to proven misuse from ordinary maintenance, contractual penalties from invented fees, and trial proof from summary judgment on admissions. The source rounds the deposit balance to KES 376,561 despite decimal trial figures; reconcile the sealed decree and bank records.

[2026] KEHC 11259 (KLR) - 24 July 2026. Source decision: https://sheriahub.com/cases/ke/caselaw/mombasa-parents-club-ta-nyali-school-v-four-parts-solutions-ltd-2026-kehc-11259-klr

Reproduced primary text checked: https://sheriahub.com/cases/ke/caselaw/mombasa-parents-club-ta-nyali-school-v-four-parts-solutions-ltd-2026-kehc-11259-klr

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.