Small Claims Response Disputing Printer Invoice Documentation and Unsupported Fees

Educational sample 392 | 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 RESPONSE

1. The respondent admits only the genuine equipment rental contracts and terms identified at [references]. Each invoice is answered separately in the attached genuine account response. Denial of an amount must identify the actual disputed count, rate, period, credit or contractual head rather than deny every charge generally.

2. The contracts require monthly page counter information to be made available for payment purposes. The respondent identifies what was supplied, requested and clarified on actual dates. The source appeal rejected the stronger assertion that only a prescribed formal counter document could create liability.

3. For page-count charges, identify the disputed opening and closing readings, machine substitution and any rival reliable evidence. Do not allege information was never supplied while producing the same counter records in the respondent own bundle without explaining that discrepancy.

4. For repair, distinguish ordinary maintenance assigned to the supplier from an actual contractual exception for misuse. State the facts admitted or disputed regarding the damaged component and cause. For late-payment fees, answer both the contractual term and genuine due-date evidence.

5. The respondent disputes an uplifting fee lacking a contractual basis. Record all payments, including any payment after suit, and require one credit for each verified sum. Payment of particular clarified invoices does not automatically admit every unrelated invoice or defeat every defence.

6. RELIEF SOUGHT: reject unsupported heads, recognise verified credits and determine only the genuinely proved balance under the prescribed procedure. The source trial court allowed most charges but excluded uplifting; this response is not proof that the remaining blanket denial succeeded.

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

Complete the prescribed Small Claims Court response and serve it under rules 9 and 12. Give precise admissions, denials and the evidence for any counterclaim or set-off. Check the current summons and directions; this is substantive wording, not the prescribed form.

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.