Supplier Respondent Submissions on Printer Counters and Matters of Law Appeal Limits

Educational sample 395 | 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 HIGH COURT AT MOMBASA

APPEAL NO [reference]

[APPELLANT] v [RESPONDENT]

WRITTEN SUBMISSIONS

1. The respondent opposes the appeal under section 38 of the Small Claims Court Act. The Court tests legal error on the admitted record, including contract construction and whether findings have an evidential foundation; it does not rehear factual credibility or replace supported count findings merely because another view is possible.

2. The actual contract required counter information to be available. It did not prescribe a mandatory format or make perfect counter documentation a condition precedent to liability. Reading those extra conditions into the agreement would rewrite the parties bargain.

3. The evidence included contracts, invoices, counter print-outs or photographs, correspondence and payment records. The customer own bundle contained supporting readings and acknowledgments. Link substituted machines through the actual records and address any discrepancy rather than assert flawless documentation.

4. The claimant retained the legal burden. A supported prima facie account required an evidential answer; that is not an unlawful reversal of burden. Section 32 also recognises the Small Claims Court credible and trustworthy material procedure.

5. The source repair charge arose from the contractual misuse exception, and late fees from agreed overdue-payment terms. Uplifting was excluded because no contract basis existed. The KES 77,436 cheque was credited and was one item of evidence after a full hearing, not the sole basis for summary judgment on admissions.

6. The respondent requests dismissal, lawful release of the security and accrued deposit interest, and appropriate costs. The operative source order states KES 376,561; reconcile any decimal difference against the actual decree and bank record rather than silently alter the ordered secured sum.

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

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.