Amended Plaint for an Apartment Refund After Auction

Educational sample 056 | Environment and Land Court at Nairobi

Educational reconstruction based on a reported Kenyan decision. This is newly drafted text, not an original court filing, not a matter handled by our team, and not proof that a sample argument succeeded. Parties, parcels and identifying case details in the specimen are replaced with bracketed fields. Do not sign, swear or file it without checking your facts, jurisdiction, applicable rules and court directions.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

CASE OR APPLICATION NO [insert appropriate reference]

[APPLICANT OR CLAIMANT] v [RESPONDENT OR DEFENDANT]

AMENDED PLAINT

1. The Plaintiff is [purchaser]. The First Defendant is [developer] and the Second Defendant is [contracting project company]. Their respective contractual obligations and receipt of payments are identified in the agreement annexed to the evidence bundle.

2. The Plaintiff accepted an offer for [redacted apartment] at a price of KES 9,500,000. Following payment and execution of the sale agreement, he was given possession. The agreement represented that the unit would be transferred free of encumbrances.

3. The Plaintiff paid a further KES 508,500 for the title-processing items evidenced in the receipts. These payments are pleaded separately from the purchase price and are not counted twice in the payment schedule.

4. The land supporting the apartment had been charged to a bank. Upon the developer’s loan default it was auctioned and the Plaintiff lost the unit. Particulars of breach are failure to deliver the promised unencumbered interest, failure to complete title documentation and retention of the Plaintiff’s money after the promised transfer became unavailable.

5. The Plaintiff received rent before collection was diverted. The pleaded past rental loss is KES 990,000 for the period identified in schedule Q. Any additional period is separately particularised, with its monthly rate, actual dates and supporting records, without overlap.

6. The Plaintiff also identifies a bank costs order for KES 502,750. He seeks reimbursement only to the extent he proves payment, or appropriately framed payment to the bank if that liability remains outstanding. The costs order and its current status are disclosed.

7. The Plaintiff seeks refund of KES 9,500,000 and KES 508,500, proved rental loss, the properly framed bank-costs relief, interest on each item on its own pleaded basis and costs. Liability of each Defendant must follow the pleaded obligations and evidence; joint and several liability is requested only on that basis.

8. No prayer in this amended plaint seeks to set aside the bank’s auction without joining and hearing affected parties in competent proceedings. Earlier applications, decisions and orders relating to the bank are identified in [litigation schedule].

9. Jurisdiction is founded on [identify the land-related claim and applicable jurisdiction]. The Plaintiff discloses [other proceedings] and pleads why the present relief is not already finally determined. This amendment is filed pursuant to [leave or applicable amendment rule].

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

Use and evidence notes

A plaint normally needs the accompanying verifying affidavit, witness statements and documents required by the applicable rules. This specimen is the plaint component. Reconcile the source’s instalment gap before alleging a paid total. A fresh claim cannot simply repeat the source’s award or its interest dates.

Source and procedural limits

The purchaser’s agreed apartment price was KES 9,500,000. He also paid KES 508,500 towards title processing, took possession and rented the unit out. The development land secured a bank facility. After the developer’s default, an auction and diversion of rent deprived the purchaser of the unit. The claim against the two developer defendants proceeded undefended.

The court awarded the price and processing payments, KES 990,000 for an earlier rental-loss period, KES 960,000 for the later period, and conditional reimbursement or payment of KES 502,750 bank costs. Interest dates differed between the items. It did not cancel the bank auction. The judgment’s listed instalments and later rental-period calculation contain apparent reconciliation gaps; a fresh pleading needs its own proved ledger.

A purchaser’s refund claim against developers must be separated from relief affecting a lender’s charge. Plead and prove each monetary component and avoid overlapping compensation. Civil Procedure Rules governing pleadings, witness evidence, documentary disclosure and amendment apply according to the actual stage of the case.

[2025] KEELC 1310 (KLR) — 13 March 2025. Source: https://new.kenyalaw.org/akn/ke/judgment/keelc/2025/1310/eng@2025-03-13

The linked original judgment may identify parties. This public specimen omits their names. Historical allegations are not presented as established facts. A different result in your own proceedings is possible.