# Purchaser Witness Statement on Payment Handover and Lost Possession

Educational sample 057 | 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]

WITNESS STATEMENT

1. I am [purchaser], the Plaintiff. This statement sets out what I personally did and observed in acquiring [redacted unit]. I identify documents by the exhibit references in the filed bundle.

2. I accepted the developer’s offer at KES 9,500,000. I made payments to the recipients shown in the payment ledger. The ledger must be completed from the actual receipts and bank entries; I do not fill a missing instalment by assumption.

3. I executed the sale agreement and received possession under the handover form. I also paid KES 508,500 towards the documented title-processing expenses. I understood from the agreement that the unit was to be transferred free of encumbrances.

4. I let the unit to a tenant. The lease and actual rental receipts are in the bundle. The original rent was KES 55,000 per month. The dates of receipts and the point at which rent was redirected are shown in the rental ledger.

5. I later discovered the auction notice and learned of the charge over the development land. My knowledge of the bank’s rights comes from the charge and litigation records identified in the bundle, rather than from an assertion that the charge was unlawful.

6. The auction and subsequent events deprived me of possession. I identify the relevant notices, auction record and possession correspondence. I disclose my earlier applications and their outcomes rather than treating this monetary claim as the first proceeding concerning the apartment.

7. My claimed losses consist of the money paid for the unit, the separate title payments and rental income proved to have been lost. I identify the bank costs order and state [whether and how much I have paid], supported by receipts where available.

8. For any rental period after the earlier pleaded loss, I supply a separate calculation and explain any change in monthly rate. I do not include the same month under both past rent and general damages.

9. I ask the Court to consider the remedies pleaded against the developers on this evidence. I do not claim that my witness statement itself cancels the bank’s security or reverses an earlier order. I confirm that the facts stated from my knowledge are true.

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 witness statement is not an affidavit unless the applicable process specifically requires one. Keep payment and tenancy records available for proof. The source decision was undefended; a defended case may require additional witnesses and cross-examination.

## 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.