List of Documents for Joint Venture Arbitration Scope and Interim Relief

Educational sample 070 | 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]

LIST OF DOCUMENTS

1. This list separates documents relevant to forum and interim protection from documents proving the ultimate development breach. Complete each reference with its date, source and bundle page.

2. A1. Complete signed joint-venture agreement and schedules: identify clause 12, its defined scope, preliminary negotiation requirements, appointment mechanism and all parties bound by it.

3. A2. Project-company incorporation and land-transfer documents: identify the registered owner, contractual parties and persons who would be affected by an interim order. Do not assume every shareholder signed the arbitration agreement.

4. A3. Approvals, project correspondence and meeting records: identify which contractual obligations are disputed and what the parties actually said about commencement of construction.

5. A4. Filed plaint, motion and supporting material: reproduce the actual prayers. Mark which prayer seeks final determination and which seeks temporary preservation, if any.

6. A5. Service record and procedural chronology: identify appearance, response, objection and other steps. These dates may affect a section 6 application; the chronology must not omit participation adverse to the party relying on arbitration.

7. A6. Negotiation notices, arbitration demand, appointment correspondence and tribunal documents, if they exist: distinguish proposed steps from completed ones. Mark an absent notice or appointment as absent.

8. A7. Evidence of a particular preservation risk, if relied on: identify the threatened act, document and affected property. A general allegation of delayed construction does not itself prove imminent disposal.

9. A8. Existing court and tribunal orders: state their terms, duration and present status. A new application should disclose related proceedings and any earlier refusal of similar relief.

10. The producing party identifies the witness or official record source for each item and seeks necessary directions for contested authenticity. This list does not confer jurisdiction or establish entitlement to interim measures.

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

Use only documents that actually exist. The source case did not finally decide breach or title. Separate statutory forum requirements from evidence that belongs in an eventual arbitration on the merits.

Source and procedural limits

A landowner entered a joint venture for eighty apartments, transferred land to a project vehicle and complained that construction had not commenced despite approvals and meetings. The defendants raised a preliminary objection based on clause 12 requiring arbitration. The plaintiff did not file submissions despite opportunities to do so.

The Court upheld the objection and struck out both the injunction application and suit without costs. It did not determine the merits of the alleged development breach. A court application expressly seeking lawful interim protection in aid of arbitration is a different question from a suit asking the court to determine the contracted dispute.

Arbitration Act sections 6, 7 and 10 and the actual agreement. A preliminary objection must turn on a pure point of law on the assumed or agreed facts. Where contractual scope, waiver or participation requires disputed evidence, the correct application procedure must be considered rather than calling it a pure objection.

[2023] KEELC 21440 (KLR) — 9 November 2023. Source: https://new.kenyalaw.org/akn/ke/judgment/keelc/2023/21440/eng@2023-11-09

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.