Resident Witness Statement on Promised Common Facilities and Reversion

Educational sample 072 | 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 [resident shareholder] of the Plaintiff management company. I purchased [redacted apartment] under the agreement in the bundle and later served as [management role and dates, if applicable].

2. Before purchase I inspected the development and the facilities then available. I identify the operational gym and health club, swimming pool and parking arrangements I personally observed. I distinguish the signed descriptions from any separate marketing representation.

3. The documents presented an estate of thirty residential apartments with the specified facilities. I understood from the transfer clauses that the reversionary interest would pass to the management company after the contractual conditions were met.

4. I paid the membership sum recorded in [receipt] and received [share evidence]. I can authenticate my own documents and the company records within my custody; I do not claim personal knowledge of every purchaser’s payment without the ledger.

5. The developer operated the gym and charged for its use, including charges to non-residents. I identify what I know about those arrangements and the records available. Charging a fee does not, by itself, decide the legal ownership of the facility.

6. Works later commenced to convert the facility space into residential units. I describe only the works I observed and identify dated correspondence or photographs available to support that account.

7. The developer asserted consent by the management company. I identify the actual meeting and resolution records within my knowledge and any conditions recorded. I do not infer an unrestricted waiver from a discussion or from silence.

8. The reversionary interest and specified originals had not been handed over at the time described in my evidence. I identify the requests made and any response. I distinguish documents actually received from documents still outstanding.

9. My evidence supports the contractual and factual issues pleaded. Whether consent, waiver, title transfer or the requested injunctions are legally established is for the Court. I confirm 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

Do not insert a resident’s private address, identity number or signature into the public specimen. If the claim relies on electronic photographs or company records, prepare the applicable evidential foundation and an appropriate witness.

Source and procedural limits

A residents’ management company sued the developer over a thirty-apartment estate, promised common facilities, the reversionary title and original management documents. The developer converted the gym and health-club space into two proposed apartments and asserted resident consent. Its counterclaim included interest on outstanding sale consideration and mesne profits.

The Court found the management company entitled to the reversionary interest, restrained dealings and further demolition, ordered transfer within sixty days and handover of the identified originals, and dismissed the developer’s counterclaim. The consent and waiver defence was not proved. A mesne-profits demand was not established merely by listing a sum.

The source considered the lease and sale terms, Sectional Properties Act 2020 sections 6 and 13, planning approval, and the definition and proof of mesne profits. A new file must check its title regime and any applicable sectional conversion requirements rather than assume every estate has the same structure.

[2021] KEELC 1268 (KLR) — 2021. Source: https://new.kenyalaw.org/akn/ke/judgment/keelc/2021/1268/

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.