Plaint for Drilling Machine Fire Indemnity and Particularized Business Loss

Educational sample 176 | Nairobi

Educational reconstruction from a reported Kenyan judgment. This is newly drafted text, not an original court filing and not a matter handled by our team. Identifying details are replaced with bracketed fields. Verify the facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE HIGH COURT AT NAIROBI MILIMANI COMMERCIAL AND TAX DIVISION

CAUSE CIVIL SUIT OR APPLICATION NO [correct reference]

[CLAIMANT PLAINTIFF OR APPELLANT] v [RESPONDENT OR DEFENDANT]

PLAINT

1. The Plaintiff [insured], of [address and contacts], conducts a borehole business. The Defendant [insurer] issued the policy identified at [schedule and pages] for the drilling machine [redacted identifier], covering the stated annual period with a sum insured of KSh 8 million.

2. The Plaintiff alleges that the compressor caught fire during the March drilling operation at [school and site]. The occurrence, cause, damaged components and claimed external consequential damage require the evidence listed in the accompanying bundle and witness statements.

3. The claim was notified to the insurer, which declined indemnity relying on a mechanical breakdown exclusion. The Plaintiff disputes that interpretation and pleads the policy’s consequential external-damage qualification. The repudiation letter and full wording are [documents].

4. Special losses historically claimed were KSh 8 million, KSh 23,200, and KSh 38,182,620 under four identified business contracts. Each contract, net loss, causal link and mitigation is particularized [fields]. A contract’s gross value is not automatically lost profit.

5. The Plaintiff seeks only proved policy indemnity and particularized recoverable loss, costs and lawful interest. Venue, pecuniary jurisdiction, limitation and prior proceedings are [complete]. The historical suit and its appeal failed; this sample does not assert that these alleged losses were proved.

DATED at [place] on [date]. Signed [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

Complete parties, service details, jurisdiction, limitation, related proceedings, material facts, particulars and exact prayers. Check Orders 3 and 4 and the required verifying affidavit, witness statements, document list and copies. Special damages need specific pleading and proof; fraud needs particularization under Order 2 rule 10. This core specimen is not the whole filing pack. Court fee, summons and service must be completed under current directions.

Supporting material schedule: [document date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach only genuine available records and mark missing records accurately.

Source and procedural limits

A borehole operator insured a drilling machine for KSh 8 million for May 2015–May 2016 and alleged a fire during a March 2016 drilling job in Busia. The insurer relied on a mechanical breakdown exclusion. Neither assessor witnessed the event; their later inspections and dealer accounts conflicted. The insured did not call the identified site workers or produce the drilling contract. Maintenance records showed earlier overheating. Claims included KSh 8 million, KSh 23,200 and KSh 38,182,620 business loss.

The High Court dismissed the suit with costs for failure to prove the insured loss. The Court of Appeal upheld that result on 31 July 2026 in Lukiri t/a Triluk Drilling Ltd v Jubilee Insurance Ltd [2026] KECA 1614. Conflicting expert reports were assessed with the whole factual record; an expert opinion did not fill the missing eyewitness and site-contract proof. None of the claimed sums was awarded.

Evidence Act sections 107 and 109 govern the claimant’s initial proof; section 48 concerns expert opinion. An insurer relying on an exclusion must establish its application once the insured makes the required prima facie case. A policy exception for external consequential damage must be read with the exclusion, but neither clause removes the need to prove the incident and causal loss. The source trial was in Nairobi although the incident was in Busia. Establish territorial and monetary jurisdiction in a new suit.

[2020] eKLR — HCCC 447 of 2016 — 23 January 2020. Original judgment: https://sheriahub.com/cases/ke/caselaw/patrick-omondi-lukiri-ta-triluk-drilling-limited-v-jubilee-insurance-company-limited-2020-eklr

The original decision may identify participants. The specimen replaces their identifying details. A source decision is not proof that a draft was filed, that an allegation succeeded, or that the same result will follow in another case.