List of Documents and Witnesses for Machinery Fire Causation

Educational sample 179 | 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]

EVIDENCE OR COMPUTATION SCHEDULE

1. Policy documents: the full proposal, schedule, terms, premium receipt and endorsements, [pages], with the authenticating custodian. Identify the mechanical breakdown exclusion and consequential external-damage qualification without omitting either.

2. Occurrence documents and witnesses: identify the site contract, contemporaneous photographs, original incident reports, operator and each actual eyewitness. Mark records unavailable if not obtained. In the source trial no site worker testified and no site contract was produced.

3. Maintenance records: dated service logs, overheating entries, job cards, parts replacements and dealer records, [pages]. Identify who can explain whether a known defect was repaired. Do not use an undated replacement estimate as proof of earlier maintenance.

4. Expert reports: each assessor’s instructions, inspection date, condition of the machine, observations, photographs and information sources. Identify the expert available for cross-examination. A later report must disclose dismantling and absence from the original scene.

5. Quantum documents: actual repair or replacement assessment, receipts supporting KSh 23,200, the four claimed business contracts, performance history and mitigation records. Include page ranges and distinguish gross contract revenue from net recoverable loss. This list proposes evidence to obtain; it does not supply missing exhibits.

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

This schedule supports a pleaded issue; it is not a new originating process or proof by itself. Give dates, authors, document pages, authenticating witnesses and transparent calculations. Label missing or disputed evidence accurately. Current costs and rates need current proof. Obtain leave or directions for supplementary material where required, serve it and avoid duplicate recovery of paid heads.

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.