Company Plaint for Forged Liquidation of Joint Signatory Fixed Deposits

Educational sample 206 | 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

CIVIL SUIT NO [correct reference]

[PLAINTIFF] v [DEFENDANT]

PLAINT

1. The Plaintiff is [company name, registration and service address]; the Defendant is [bank and service address]. Authority to bring this action is [actual board or other competent authority]. Jurisdiction, commencement dates, limitation and related proceedings are [particulars]. The company claim is separate from any director personal account claim.

2. The company account required two authorised signatures. KSh 100,000,000 was placed in three fixed deposits: KSh 40,000,000, KSh 30,000,000 and KSh 30,000,000. Certificates, mandate, term, maturity and agreed interest are [identify genuine documents]. A single signatory could not lawfully replace the required joint instructions.

3. The deposits were liquidated on [transaction dates] using instructions the mandatory signatory did not execute. Particulars of fraud or collusion are [identified forged signature], [false verification entry] and [staff participation]. Particulars of negligence are [failure to compare the mandate and investigate visible discrepancies]. Each allegation requires its own evidential basis.

4. Subsequent withdrawals depleted the account. The company loss claimed is KSh 113,600,000, itemised in [schedule], with principal, earned interest, debits and credits distinguished. The Plaintiff neither authorised nor beneficially received the diverted funds. Any temporary credit through this account is explained by [records].

5. The Plaintiff seeks KSh 113,600,000, interest on the pleaded contractual or statutory basis, and costs. Interest already included in the pleaded sum is identified to prevent duplication. The individual account-holder claim and any bank restitution claim against recipients are separate liabilities requiring separate pleading and accounting.

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. Particularise fraud under Order 2 rule 10 and explain any interest already included in principal claimed. Separate the company claim, individual claim and recipient counterclaims. A transit credit is not assumed to be a benefit. This sample does not reopen concluded litigation.

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

Two Nairobi commercial suits concerned an individual account and a company account with fixed deposits. Forged instructions, manipulated callbacks and staff collusion enabled withdrawals despite a joint-signatory mandate. An insider admitted forgery. The bank counterclaimed against the company and recipients. The Nairobi proceeding judgment was delivered by the judge at Kisumu.

The bank owed the individual KSh 56,344,520.55 and the company KSh 113,600,000, with commercial interest from filing. Its counterclaim against the company failed because no benefit was proved. Recipient restitution was allocated without duplicating the total; their awards attracted court-rate interest. No contribution award arose from an unpleaded counterclaim against the bank.

Identify the account mandate, the forged instruction and the actual recipient; a director delivering a document is not proof of both required signatures. Particularise fraud under Order 2 rule 10 and quantify each loss. Distinguish the company ledger from an individual deposit and a temporary transit credit from beneficial receipt. Terms in fine print did not excuse the proved staff collusion in this case.

[2025] KEHC 15992 (KLR) — 7 November 2025. Original judgment: https://sheriahub.com/cases/ke/caselaw/lim-another-v-diamond-trust-bank-kenya-limited-7-others-2025-kehc-15992-klr

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.