Bank Transaction and Restitution Schedule Preventing Double Recovery

Educational sample 208 | 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]

EVIDENCE OR COMPUTATION SCHEDULE

1. Maintain separate ledgers for the individual account, company fixed deposits, company current account and each recipient. Opening principal, earned interest, maturity, liquidation and withdrawal are separate entries. Give [transaction date], [bank reference], [amount], [mandate] and [authenticating witness] for every line.

2. For the company fixed deposits, begin with the three certificates for KSh 40,000,000, KSh 30,000,000 and KSh 30,000,000. Explain how the later KSh 113,600,000 claim is derived from actual records. Do not silently equate the original KSh 100,000,000 principal with the entire subsequent claim.

3. For any transfer through the company current account, identify whether it was a transit credit followed by an unauthorised debit, or a beneficial receipt retained by the company. Cross-reference the debit and credit to avoid counting the same diverted funds as two independent losses.

4. Recipient entries must state the specific amount traced to [recipient], the proof of receipt and any claimed consideration or good-faith defence. Identify overlapping and joint liabilities. Do not add the full KSh 113,600,000 against an insider to the recipient portions of that same total.

5. Give separate columns for amount claimed, amount admitted, amount disputed, amount adjudged, interest basis and actual recovery. Any repayment or satisfaction must be credited to the relevant liability. This schedule is an evidential aid; an unsupported transfer entry is not proof of recipient liability.

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. 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.