Mandatory Signatory Witness Statement Denying Forged Bank Instructions

Educational sample 207 | 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]

WITNESS STATEMENT

1. I am [identity and position]. I was a mandatory signatory to [company account] together with [other signatory]. I identify the actual account-opening mandate and genuine specimen signature at [bundle pages]. My authority to testify and any authority to act for the company are [documents].

2. I signed [identified genuine deposit instruction] but did not sign [disputed liquidation instruction or cheque]. The disputed documents are [dates and pages]. I distinguish signatures I admit from those I deny; I do not deny every document merely because the account later suffered a loss.

3. I did not give a telephone instruction approving the disputed liquidation. My actual contact details at the time were [redacted details to complete]. Any alleged callback must be checked against the bank record and the person who made it. I do not personally know every internal verification step.

4. My discovery of the depletion and requests for statements occurred on [dates]. The company bank records available to me are [identify]. Records obtained by another person or under a production order are identified by their custodian; I do not assert personal knowledge of their creation.

5. The company did not receive a beneficial payment from the diverted withdrawals. The records supporting that statement are [ledger and recipient trail]. Any admission of forgery or staff participation will be established through its actual witness or admissible record, rather than an invented expert conclusion in my statement.

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

Use the witness own first-person account, distinguish observed events from information supplied by others and give sequential bundle-page references. In a civil suit check Order 3, the required witness pack and case-management directions. Additional statements require the applicable leave or direction. A statement is not a substitute for expert evidence and remains subject to adoption, document production and cross-examination. 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.