Small Claims Claim for SACCO Guarantor Salary Deduction Reimbursement

Educational sample 421 | Eldoret

Educational reconstruction from a reported Kenyan decision. Newly drafted wording, not an original court filing or a matter handled by our team. Specimen identities are bracketed. Adapt to genuine facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE SMALL CLAIMS COURT AT ELDORET

SMALL CLAIMS COMMERCIAL CASE NO [reference]

[GUARANTOR CLAIMANT] v [BORROWER RESPONDENT]

STATEMENT OF CLAIM

1. The claimant seeks reimbursement of KES 224,000 paid toward the respondent SACCO loan after default. The claimant guaranteed the facility identified at [loan reference], and the SACCO recovered the specified amount from the claimant salary account. The prescribed form identifies the actual parties and jurisdiction.

2. The guarantee, borrower facility, default notification and SACCO statements are identified at [genuine records]. The claimant distinguishes this facility from other reciprocal guarantees or loans between the members. No unpaid lender balance is included as though already paid by the claimant.

3. The payment entries at [schedule] record the dates, deduction amount, recipient and allocation to the guaranteed debt. The principal claim equals the sum actually discharged on the respondent behalf, less reimbursements or credits received from the respondent.

4. The claimant demanded reimbursement at [date and communication]. The respondent response is disclosed in full, including any admission and characterisation of the transaction as a personal loan. The claimant relies on the guarantee records and actual payment, rather than the label alone.

5. The claimant does not add a general distress or inconvenience figure without an independent legal and evidential basis. In the source, KES 100,000 additional damages was rejected although the KES 224,000 reimbursement succeeded. Any separate loss in the actual claim must be particularised and proved.

6. PRAYERS: award the verified net reimbursement, appropriate interest as lawfully determined and costs. The specimen contains no genuine loan statement or guarantee. All actual deductions, repayments, dates and the competent court must be checked before filing.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected person and address].

Use and evidence notes

Use the prescribed Small Claims Court statement-of-claim form and rule 3, with genuine documents and lawful service. Check the monetary and territorial jurisdiction, related litigation, limitation, amounts and specific relief. This is substantive wording for the form, not an ordinary civil plaint. Use the prescribed claim form and actual monetary jurisdiction. The source dates are internally inconsistent and must not be copied as a coherent service chronology.

Supporting material: [date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach genuine records only. This public specimen contains no exhibits, signatures, personal identifiers or sworn declaration.

Source and procedural limits

A SACCO member sought KES 224,000 paid after a borrower defaulted, plus KES 100,000 damages. SACCO statements and notification supported the payment. The borrower admitted the amount but characterised it as a personal loan and relied on lost employment and another debt. The reproduction contains hearing and service dates later than its stated judgment date.

Eldoret Small Claims Court held reimbursement proved, rejected the additional KES 100,000 damages, and allowed KES 1,800 costs plus interest. The ruling mentions a thirty-day stay. The internally inconsistent chronology is not reconstructed as fact, and no interest rate is invented.

Distinguish the guarantor personal reimbursement claim from the SACCO loan balance and from a trade-security injunction. Use the prescribed Small Claims forms and actual service record. Credit repayments and identify the exact guaranteed facility. Financial hardship did not extinguish the source obligation; extra damages required a separately pleaded and proved basis.

[2026] SCC 204 (KLR) - 7 July 2026. Source decision: https://sheriahub.com/cases/ke/caselaw/victoria-v-bii-2026-scc-204-klr

Reproduced primary text checked: https://sheriahub.com/cases/ke/caselaw/victoria-v-bii-2026-scc-204-klr

The original decision may identify participants. The specimen brackets identifying details. A source judgment does not prove this reconstruction was filed, an allegation succeeded, a later order remains unchanged or the same result will follow in another case.