Plaint for School Lockout and Classroom Improvement Compensation

Educational sample 401 | Mariakani

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 PRINCIPAL MAGISTRATES COURT AT MARIAKANI

ENVIRONMENT AND LAND CASE NO [reference]

[SCHOOL OPERATOR PLAINTIFF] v [LANDLORD] AND [AUCTIONEER]

PLAINT

1. The plaintiff operated a school on premises [description] under the leases dated [dates] with the first defendant. The second defendant acted in the disputed distress and exclusion. The plaintiff claims restoration of lawful occupation or, alternatively, compensation for the proved buildings retained on the premises.

2. The earlier agreement contemplated temporary structures. The plaintiff alleges that the subsequent dealings varied that arrangement: construction of permanent classrooms proceeded with the landlord knowledge and acquiescence at [specific communications and conduct]. The plaintiff relies on the full lease history, rather than an express written permission clause that is absent.

3. During the interruption to school operations, rent payments and requests for accommodation passed between the parties. The rent account at [schedule] identifies sums due, paid, returned and disputed. The plaintiff does not plead that closure of schools automatically discharged every rent obligation.

4. The defendants subsequently blocked access at [verified date] and prevented school use. Particulars of the alleged breach are exclusion without the required notice, interference with the existing tenancy and retention of the buildings for which compensation is sought. The actual distress documents and authority are identified at [references].

5. The buildings, their condition and the compensation amount [KES amount] are particularised in the valuation and itemised pleading schedule. Any business loss is claimed only at [specific supported amount and period], with its independent evidential basis. No sum is supplied merely by copying another school valuation.

6. PRAYERS: declare the proved exclusion unlawful; grant appropriate restoration relief or alternative compensation for the retained improvements without double recovery; award the specifically pleaded and proved loss, costs and lawful interest. Jurisdiction rests on [actual subject matter, property value and designated magistrate authority].

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

Complete parties, addresses for service, material jurisdiction and limitation facts, precise negligence or other particulars, related proceedings and prayers. Check Orders 3 and 4 for the required verifying affidavit, witness statements, list and copies of documents; complete summons, fee and lawful service. Special damages require particular pleading and proof. This specimen is substantive wording, not the entire filing pack.

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 school tenant sought restoration or compensation for buildings after a coastal premises lockout. Written leases initially contemplated temporary structures. The tenant relied on a later agreement and the landlord conduct during permanent construction. Landlord and auctioneer disputed permission, rent and alleged subletting. The Mariakani trial included a site visit and competing valuations of KES 3.5 million and KES 1.2 million.

Malindi ELC dismissed the appeal with costs. It accepted tacit contractual variation by conduct, the trial valuation assessment and wrongful termination without notice. The written leases alone did not expressly authorise permanent construction. The judgment did not establish development permission or award every pleaded loss.

Use the genuine leases, conduct, notices and expert evidence together. This fact-specific decision is not general permission to build, avoid rent, omit quantified special damages or evict without due process. Trial specimens belong to Mariakani; the appellate specimens belong to Malindi ELC. The source caption and text name different appellant combinations; complete parties from the actual file.

[2026] KEELC 2338 (KLR) - 23 April 2026. Source decision: https://sheriahub.com/cases/ke/caselaw/gladys-ta-trophy-auctioneers-v-abonyo-ta-ruruma-rising-star-academy-2026-keelc-2338-klr

Reproduced primary text checked: https://sheriahub.com/cases/ke/caselaw/gladys-ta-trophy-auctioneers-v-abonyo-ta-ruruma-rising-star-academy-2026-keelc-2338-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.