



**Mugo v Weru (Civil Case E044 of 2025) [2025] SCC 9 (KLR) (1 August 2025) (Judgment)**

Neutral citation: [2025] SCC 9 (KLR)

**REPUBLIC OF KENYA  
IN THE SMALL CLAIMS COURT AT VOI  
CIVIL CASE E044 OF 2025  
FM MULAMA, RM  
AUGUST 1, 2025**

**BETWEEN**

**RACHEL NYAKIO MUGO ..... CLAIMANT**

**AND**

**JACKSON MURIUKI WERU ..... RESPONDENT**

**JUDGMENT**

**Determination**

1. The claimant in this matter made a claim against the respondent for a sum of Kshs.306,000/= together with costs and interests from 15/4/2025 until payment in full.
2. On the 4/7/2025 the respondent admitted to owing the claimant Kshs.286,000/= and consequently judgment on admission was entered for the said sum of Kshs.286,000/=.
3. What is left for the court to determine at this point is whether the claimant is entitled to the balance of Kshs.20,000/=.
4. From the response of claim the Kshs.20,000/= is the transportation costs of the fuel from Voi to Mombasa.
5. It is not in doubt that the respondent delivered substandard fuel to the claimant and as a result it was agreed between the parties that the fuel should be returned and the money paid refunded to the claimant to which the respondent refunded save for the balance owed.
6. The fact that delivery was declined on account of poor quality of the fuel and to which the respondent agreed to, it is incumbent upon him to bear all the costs associated with the poor-quality fuel. It was his obligation to ensure that he delivered good quality fuel and any anything less than that he should bear the costs and cannot purport to shift the same to the claimant.



7. In the absence of any agreement as to who was to bear which transportation costs, for the reasons stated in the immediately preceding paragraph, it is the finding of the court that the claimant is also entitled to a refund the Kshs.20,000/= on account of costs incurred in transportation.
8. On the application to repay the amount in instalments of Kshs.20,000/= per month, the respondent despite not disputing the claim has not showed any intention to comply with his own proposal as nothing stopped him from making such payments or any other amount even after the suit was filed in court. Effectively since April no payments have been made to the claimant.
9. This court would have been inclined to consider that application had it seen signs of good will from the respondent towards defraying the amount owed by way of proposed instalments. It cannot be said or imagined that he was awaiting the decision of the court so as to start compliance when the proposal emanated from him and as such I decline that invitation.

**Conclusion and Disposition.**

10. The upshot of the foregoing I make the following final orders;
  - a. Judgement be and is hereby entered in favour of the claimant as against the respondent for the entire claimed sum of Kshs. 306,000/=.
  - b. The claimant is awarded interest on the said amount from the date of filing the claim until payment in full.
  - c. The request to pay the said amount in instalments is declined and/or dismissed.
  - d. Each party to bear its own costs
  - e. Let the file be closed forthwith.
11. Orders accordingly.

**DATED, SIGNED AND DELIVERED AT VOI SMALL CLAIMS COURT THIS...1<sup>st</sup> .....DAY OF ... August...2025**

**F.M. MULAMA**

**ADJUDICATOR/RM**

In the presence of:

Court Assistant:- Fathiya Loo.

Rachel Nyakio Mugo

Ms. Watitu for the Respondent.

