



Naaman Muses & Co Limited v Mwangela t/a Huruma Shop Werugha (Commercial Case E001 of 2026) [2026] SCC 4 (KLR) (5 February 2026) (Judgment)

Neutral citation: [2026] SCC 4 (KLR)

**REPUBLIC OF KENYA
IN THE SMALL CLAIMS COURT AT VOI
COMMERCIAL CASE E001 OF 2026
FM MULAMA, RM
FEBRUARY 5, 2026**

BETWEEN

NAAMAN MUSES & CO LIMITED CLAIMANT

AND

JAVAN MWANGELA T/A HURUMA SHOP WERUGHA RESPONDENT

JUDGMENT

Brief Facts

1. The claimant supplied the respondent upon request with goods on credit and the respondent made partial payment and as at 25th November 2025 the outstanding balance was Kshs.184,263.70/= He further stated that the respondent paid Kshs.50,000/= and gave modalities of how to pay the balance but it was not paid hence the claim.
2. However, on 28/1/2026 Mr. Mwazighe counsel for the claimant informed the court that a further Kshs.70,000/= had been paid thereby leaving a balance of Kshs.64,263/= to which now the claimant claims.
3. The respondent in his response on a without prejudice basis admits that he made payments of Kshs.120,000/= in 2 instalments on 8/12/2025 and 10/1/2026 for Kshs.50,000/= and Kshs.70,000/= respectively and further on a not without prejudice basis avers that the payment of Kshs.120,000/= was made voluntarily in an effort to amicably the matter.
4. The matter proceeded by way of Section 30 of the SCC Act. I have considered the documents filed and the submissions.

Issue For Determination.

- a. Whether the claim for Kshs.64,263/= has been proved.



- b. Who bears costs of the claim.

Analysis And Determination.

a. Whether the claim for Kshs.64,263/= has been proved.

5. The respondent seems to be attacking while defending at the same time. On one hand without admitting liability on a without prejudice basis asserts that he repaid the debt owing in 2 instalments and on the other says the amount paid in the 2 instalments was paid voluntarily and, in an effort, to amicably settle the matter.
6. What is however, clear is that he does not deny the claim, all he has queries with is how the sums were arrived at and that he is willing to settle any legitimate and accurately computed sums. In other words, he is saying that the sums as computed by the claimant are not accurate. The disservice he does to himself is that he fails to demonstrate according to him what accurately computed sums look like. It is clear that he who alleges must prove.
7. The claimant having put out his claim as he has done and the respondent feels like the amounts are not accurately computed, he ought to have pointed out the exaggerations in the claimant's computation and/or demonstrate how much the debt was owing and how much he has paid in order to determine what the balance is according to him. He did not attempt to do this.
8. As already stated, the respondent cannot on one hand deny the claim in his response while vide a response to demand letter on a without prejudice basis seems to acknowledge the debt and even proposed a payment plan. I will only make that observation and make no finding on it for the simple reason that the same is made on a without prejudice basis.
9. The respondent has not in any way demonstrated how inaccurate the computation by the claimant is. To the contrary the respondent has attached a document showing the invoices and the respective amounts owed by the respondent. The respondent has not challenged any of them.
10. It is trite law that he who alleges must prove. Section 107 of the Evidence Act Cap 80 Laws of Kenya provides that, "Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist."
11. The claimant has in my view proved the claim to the required standards, on the other hand the respondent has not demonstrated that the amount he owes the claimant has not been accurately computed. When a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person. The Respondent has not discharged the burden in section 107 of the Evidence Act.
12. The claim is thus proved.

b. Who bears costs of the claim.

13. As to the issue of costs, the claimant having been successful in the matter, he is awarded costs of the claim.

Conclusion And Disposition.

14. The upshot of the foregoing I make the following final orders;
 - a. The claimant's claim contained in the statement of claim dated 5/1/2026 is allowed in the sum of Kshs.64,263.70/=.



b. Costs are awarded to the claimant.

15. Orders accordingly.

DATED, SIGNED AND DELIVERED AT VOI SMALL CLAIMS COURT THIS 5TH DAY OF FEBRUARY 2026.

F.M. MULAMA

ADJUDICATOR/RM

In the presence of:

Court Assistant:- Daniel Damise

Ms.Kitsao HB for Mr. Mwazighe for Claimant.

Ms. Mute for the respondent

