



REPUBLIC OF KENYA



KENYA LAW
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**Shambi v Mular Credit Limited (Civil Case E102 of 2025)
[2026] SCC 16 (KLR) (4 February 2026) (Judgment)**

Neutral citation: [2026] SCC 16 (KLR)

**REPUBLIC OF KENYA
IN THE SMALL CLAIMS COURT AT VOI
CIVIL CASE E102 OF 2025
FM MULAMA, RM
FEBRUARY 4, 2026**

BETWEEN

MARLENE SHAMBI CLAIMANT

AND

MULAR CREDIT LIMITED RESPONDENT

JUDGMENT

Brief Facts

1. On or about 22nd May 2025, the Claimant and Respondent entered into a written Bike Leasing Agreement for motor cycle Registration Number KMG M 272N at a rate of Kshs 2,500 per week.
2. The Respondent then breached the agreement on 28th October 2025 by failing to make payments and failing to return the motor cycle in good condition which upon inspection at Car and General Limited it was assessed that Kshs.10,944/= would be required to get back to a serviceable state. The claimant also claims Kshs.15,000/= being 6weeks lease arrears.
3. The respondent ignored to file any response despite service and on 8/1/2026 interlocutory judgment was entered against it. I have perused the documents and reviewed the evidence of the claimant as well as submissions.

Issues For Determination.

4. The issues that crystalize and commend themselves for determination are 2 to wit:

Whether the claim has been proved

5. On the first issue, the claimant has sought to rely on the lease agreement and a sales quote from Car and general. A perusal of the said 2 documents, it is clear that the lease agreement was between the



- claimant and the respondent and involves the lease of the claim motor cycle at the rate of Kshs.2,500/= per week and as such I am satisfied that there was a contract between the 2.
6. The claimant avers that there is breach on the part of the respondent as he has failed to pay Kshs.15,000/= pursuant to the lease agreement and further that he should incur an added expense of Kshs.10,944/= for purposes of repairing the said motor cycle.
 7. Having perused the documents filed and the statement by the claimant and in the absence of any explanation on the part of the respondent, I do find and hold that there is breach on the part of the respondent and as a result of that breach the claimant is supposed to be paid Kshs.15,000/=.
 8. As to the claim for repairs amounting to Kshs.10,944/= due to misuse, it is not clear whether there was actual misuse or it was just normal and fair wear and tear. In any event, with regards to maintenance and repairs it was a term in the lease agreement that regular maintenance is the responsibility of the lessor unless damage is due to misuse.
 9. With this clear provision of the lease agreement, for the claimant to rely on the issue of misuse, she must lead evidence to show that indeed the damages were as a result of misuse in order to lay the claim as she had the duty to conduct regular maintenance and the obligation only shifted to the respondent in the event of a misuse.
 10. I have combed through the pleadings and the documents filed and I have not seen any evidence suggesting that the respondent misused the motor cycle and no instances of misuse have been demonstrated so as to apportion liability in terms of the provision of the agreement aforementioned.
 11. In the absence of such, I do find and hold that that particular aspect has not been proved and cannot be allowed as no instances of misuse have been pleaded and proved to warrant the award. Therefore, the claim partially succeeds in terms of the amount equivalent to 6 weeks non-payment.

Who bears the costs of the claim.

12. The claimant being successful in the matter and fact that costs follow events, the claimant is awarded costs of the claim

Disposition.

13. The claim contained in the statement of claim dated 17th December 2025 is allowed in the sum of Kshs.15,000/= together with costs and interest at court rates. The claim for repairs is dismissed in toto.
14. The interest to be calculated from date of filing the claim until payment in full.
15. The file be and is hereby closed.
16. It is so ordered.

DATED AND DELIVERED VIRTUALLY AT VOI SMALL CLAIMS COURT THIS 4TH DAY OF FEBRUARY 2026

F.M. MULAMA
ADJUDICATOR/RM

In the presence of:

Daniel Damise-C/A

Mr. Mwazighe for the Claimant.

