



**REPUBLIC OF KENYA**  
**IN THE SMALL CLAIMS COURT AT LAMU**  
**SC CC NO. E071 OF 2025.**

**MICHAEL MIRING’U T/A REMIC ELECTRONICS &  
HARDWARE.....CLAIMANT**

**-VERSUS-**

**THOMPSON KARANJA KAMAU.....**  
**.....RESPONDENT**

**JUDGEMENT.**

**BRIEF FACTS.**

- 1)** The gist of this claim is that the respondent upon request was supplied with electrical appliances on credit worth Kshs.337,775/= by the claimant and was to pay the same later but this was not done hence the claim.
- 2)** The respondent denies the claim stating that he has paid the claimant all the amount claimed and that the claim is statute barred and as such therefore not enforceable in a court of law.
- 3)** The case proceeded by way of viva voce evidence. I have considered the testimonies, the documents in support as well as rival submissions by parties.

**ISSUE(S) FOR DETERMINATION.**

- a) Whether the Respondent is liable to pay Kshs.337,775/=.**
- b) Who bears costs of the claim.**

**ANALYSIS AND DETERMINATION.**

**a) Whether the Respondent is liable to pay Kshs.337,775/=.**

- 4) It is indeed trite that in law he who alleges must prove. The claimant asserts that the respondent took electrical appliances on credit on the promise that he would pay after concluding the work done. He produced several invoices in support of his claim. A challenge was mounted on the said invoices with regards to 2 dates appearing on the same invoice and so many other things. The claimant responded in earnest that It was a cost saving measure considering he would visit the shop frequently and collect the items at intervals and the claimant deemed it cost saving measure to save on the invoices as opposed to drawing invoices for each of the purchases he made on credit. I find this sensible and what happens in business more often than not.
- 5) It is therefore the finding of the court that there is nothing a miss with the invoices as filed and relied upon by the claimant.
- 6) To the extent of that finding, I further hold that the claimant proved the debt owing by the respondent.
- 7) On the other hand, the respondent asserts that he paid for all his purchases and he does not owe the claimant herein any penny. The respondent has not produced any document to back up his position. The same way the claimant issued invoices, it is discernible that once purchases were made on cash or electronic basis then a receipt should have been issued and in the absence of such proof it cannot be said that the debt was paid in full.
- 8) The other limb of the defence is that the claim is statute barred. The claimant has impliedly admitted that the claim is statute barred on account of the invoices filed but seems to suggest that pursuant to **section 23 (3) of the Limitation of Actions Act; "...where the debtor acknowledges the debt or makes part-payment thereof, computation of limitation period commences from the date of the last acknowledgement or part-payment, as the case may be."** This is true to the extent that it is a provision of the law.
- 9) There is no evidence on record to show and/or demonstrate the date and month when the debtor acknowledged the debt and/or made part payment and in the absence of such crucial evidence it is not possible for this court to compute time pursuant to the said section.

**10)** Without the evidence alluded to in the preceding two paragraphs it becomes difficult for the court to compute time on that basis.

**11)** A perusal of the invoices they date within 25/5/2019 to 5/12/2019 and the claim was filed on 28/10/2025. This in essence means that some claims from the invoices are barred by the statutory timelines especially those raised after November 2019 and since it is not proper for me to decide which pass the test of time and those that do not considering the claim was filed as a whole and not in batches and the small claims Act frowns upon filing of claims in piece meal. Having counsel on record I would have expected that although a loss businesswise, he could have waived those that were caught up with time the same way a claimant submits him or herself to the jurisdiction of this court, has the liberty to waive any amount over and above Kshs.1,000,000/=.

**12)** Given the difficulty in division aforementioned, it is clear that the claim is partially statute barred and as to that extend I agree with the respondent.

**b) Who bears costs of the claim?**

**13)** As it is now evident, the claim though proved in principle, the same is statute barred and as such cannot stand on that basis and as such it is destined for dismissal and the respondent having strenuously defended the claim and having been successful in the matter and the fact that costs follow events he is awarded costs of the claim.

**CONCLUSION AND DISPOSITION.**

**14)** The upshot of the foregoing I make the following final orders;

**a) The claim contained in the statement of claim dated 28/10/2025 is wholly without merit and is consequently dismissed on account of being statute barred.**

**b) The costs of the claim are awarded to the respondent.**

**c) Let the file be closed forthwith.**

**15)** Those shall be the orders of this court.

**DATED, SIGNED AND DELIVERED VIRTUALLY AT VOI SMALL CLAIMS  
COURT THIS....29<sup>th</sup> .....DAY OF ...January...2026**

**F.M. MULAMA  
ADJUDICATOR/RM**

**In the presence of:**

Court Assistant:- Daniel Damise.

Ms. Kitsao H/B Mr. Mwazighe for the Claimant.

Mr. Wahome for the Respondent.