**Dharamshi v Karsan**

**Division:** Court of Appeal at Nairobi

**Date of judgment:** 1 February 1974

**Case Number:** 37/1973 (14/74)

**Before:** Law Ag V-P, Mustafa and Musoke JJA

**Sourced by:** LawAfrica

**Appeal from**: High Court of Kenya – Madan, J

*[1] Damages – Contract – Prevention of completion of works – Cost to plaintiff of completing – To be*

*allowed as a deduction.*

*[2] Damages – Contract – Damage qualified – Whether general damages can be awarded in addition.*

*[3] Damages – Detinue – Damages for detention may be awarded in addition to value of chattel.*

**Editor’s Summary**

The respondent was awarded damages in respect of the appellant’s breach of contract in refusing to allow him to complete a building contract.

The trial judge made no deduction from the balance of the purchase price in respect of the cost which the respondent would have had to incur to complete the work, awarded a further Shs. 1,500/- as damages for breach, and awarded damages for the detention of the respondent’s tools as well as their value.

On appeal.

**Held –**

(i) a deduction for the cost of completing the works should have been allowed;

( ii) general damages are not allowable in addition to the quantified damages;

(iii) damages for detention of chattels may be allowed in addition to their value.

Appeal allowed in part.

**No cases**