



Meru University of Science of Technology v Monarch Insurance Company (Civil Case E007 of 2024) [2025] KEHC 3608 (KLR) (20 March 2025) (Judgment)

Neutral citation: [2025] KEHC 3608 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT MERU
CIVIL CASE E007 OF 2024
HM NYAGA, J
MARCH 20, 2025**

BETWEEN

MERU UNIVERSITY OF SCIENCE OF TECHNOLOGY PLAINTIFF

AND

MONARCH INSURANCE COMPANY DEFENDANT

JUDGMENT

1. By a plaint dated 20th March 2024, the plaintiff sought the following prayers against the defendant:-
 - a. A declaration that a valid policy contract exists between the Plaintiff and the Defendant.
 - b. A declaration that the Defendant is bound to meet the death benefit payments as per the policy dated 1st January 2021 together with accrued interest as listed below:-
 - i. Jacob Ikaria – Ksh 17,264,948 (2,158,056 annual salary x 8 times)
 - ii. Stanley Ntuara:- Ksh 13,505,568/- (1,688,196 annual salary x 8 times)
 - iii. Bernard Mwai: Ksh 11,361,408/= (1,420.176 annual salary x 8 times)
 - c. General damages for breach of contract.
 - d. Costs and interest of the suit.
 - e. Any other relief the court deems fit.
2. It is the plaintiff's case that on 7th January 2020, it entered into a service level contract with the defendant for provision of insurance services.
3. That under the scope of the said contract, the plaintiff took out a group life insurance cover for its staff, to the tune of Ksh 6,211, 466/-, effective from 15th January 2021 to 14th January 2022. That the



plaintiff paid the premium of Ksh 9,935,318/- for the insurance service and tax. That in the year 2021, the plaintiff lost 3 members of staff namely:-

- a. James Ikaria
- b. Stanley Ntuara
- c. Benard Mwai

4. It is the plaintiff's further case that upon the death of the 3 members of staff, it duly notified the defendant by filing the claims as required. That according to the policy Reference no. GLA/NKR/2018/067 the death benefit on the demise of a member of staff was 8 times the annual salary of the said member and would be based on the last declared salary received. That on that basis, the payment for the 3 members was as follows:-

- a. Jacob Ikiara:
Basic Salary of Ksh. $179,838 \times 12 \times 8 = 17,264,448$
- b. Stanley Ntuara
Basic Salary of Ksh. $140,683 \times 12 \times 8 = 13,505,568/-$
- c. Benard Mwai
Basic Salary Ksh. $118,348 \times 12 \times 8 = 11,361,408/-$

5. The plaintiff further avers that despite requests to the defendant, the defendant has refused to honour the 3 claims and offered to pay the same in monthly payments of Ksh. 350,000/-, 450,000/- and 200,000/- respectively. That despite the members' dependants being agreeable to the proposal, the Defendant has failed to make any payment.
6. The plaintiff avers that the act of the defendant constitute a breach of the contract between the parties, particulars of which are set out in paragraph 16 of the plaint.
7. Although the defendant was duly served with the summons, plaint, together with other pleadings, it failed to enter appearance or file defence and subsequently, interlocutory judgement was entered in default thereof.
8. The matter proceeded for formal proof in which the vice-chancellor of the plaintiff duly testified. He relied on his statement and the documents filed in court which be produced as exh- 1 to 13.
9. At the close of the hearing, advocate filed written submissions. It was submitted that the plaintiff had on a balance of probability proved its case against the defendant.
10. I have perused the service level agreement between the parties dated 7th January 2020. The contract period was to run from 13th January 2020 to 1st January 2021. The contract was renewable for one year commencing 18th January 2021 and terminate on 14th January 2022 and was in force when the 3 claims were lodged. It is not in dispute that the 3 claims were duly lodged with the defendant together with the attendant documents.
11. The plaintiff produced a letter dated 9th February 2024 in which the defendant duly acknowledged the claims and proposed to make payment in monthly instalments. The plaintiff, after consulting the dependants, accepted the proposal, but no payment was made.
12. After looking at the matter, I find that the plaintiff has proven its case on a balance of probability.



13. Consequently, I enter judgement for the plaintiff against the defendant as prayed in paragraph (a) and (b) of the plaint.

14. As regards the prayer for general damages for breach of contract, the law is that such damages are not available for breach of contractual obligations. A contract for performance of specific duties or obligations, if breached would lead to compensation for the specific loss suffered as a result of the said breach but not general damages. This principle was well set out in Kenya Tourist Development Corporation v Sundowner Lodge Limited [2018] eKLR where the Court of Appeal had this to say regarding general damages for breach of contract:

“...as a general rule general damages are not recoverable in cases of alleged breach of contract and that has been the settled position of law in our jurisdiction, and with good reason. In Dharamshi vs. Karsan [1974] EA 41, the former Court of Appeal held that general damages are not allowable in addition to quantified damages with Mustafa J.A expressing the view that such an award would amount to duplication....

The same situation applies to the case at bar in that the respondent having quantified what it considered to have been the loss it suffered, and gone on to particularize the same, there would be absolutely no basis upon which the learned Judge would go ahead to award the totally different, unrelated, unclaimed and unquantified sum of Kshs. 30 million merely because he believed that the respondent “had suffered serious damages” (sic).

What was suffered or was believed to have been suffered, the damage that is, to be compensated by way of damages, could only be known by the respondent and it claimed it in specific terms which, in the event, it was unable to prove.”

15. Similarly in Securicor Courier (k) Ltd vs Benson David Onyango and Another, the Court of Appeal held as follows:-

As for the award of Shs.25,000/= as general damages for breach of contract, this Court has repeatedly held that general damages are not awardable for breach of contract (see Dharamshi vs. Karsan [1974] E.A. 41).

16. Relying on the above. I find that the plaintiff is not entitled to the prayed for general damages.

17. The plaintiff is awarded costs and interests thereon.

DATED, SIGNED & DELIVERED AT MERU THIS 20TH DAY OF MARCH, 2025.

H.M. NYAGA

JUDGE

