

# Quentin Tannock successful in Costcutter Supermarkets Group Limited v Vaish and Another [2024] EWHC 152 (KB)

On 29 January 2024, Mr Justice Constable handed down judgment in an appeal in Costcutter Supermarkets Group Limited v Vaish and Another [2024] EWHC 152 (KB).

Following a five-day trial, the trial judge held that goods worth £280k had been delivered to three stores by Costcutter and dismissed a £1m counterclaim by the owners of the stores based on an alleged term in the parties' contracts said to be implied by trade custom or practice. However, the trial judge held that limitation of liability clauses in contracts governing supply to two of the three stores meant that the store owners were not liable to pay for deliveries to those two stores. Costcutter appealed this aspect of the decision and the store owners cross-appealed against certain of the trial judge's findings of fact. Mr Justice Constable granted Costcutter's appeal and dismissed the store owners' cross-appeal. The judgment contains a useful discussion of the distinction between primary and secondary obligations in contract and the distinction between claims in debt and claims for damages. The decision also addresses the approach of an appeal court when an appeal is against the factual findings of a trial judge.

[Quentin Tannock](#), instructed by [Flint Bishop](#), acted for the successful Claimant and Appellant, Costcutter, at trial and on appeal.

View the full judgment [here](#) and below.

[Costcutter Supermarkets Group Limited v Vaish and Vaish – \[2024\] EWHC 152 \(KB\)](#)