

Provision

According to Section 10 of The Sale of Goods Act 1930, when the price of the goods is to be determined by a third party, But :-

1) The third party is either not able for the valuation of the goods due to lack of information or details from either of the parties then in such scenario, agreement will be considered as Void.

2) When the third party i.e., the valuer is prevented by either of the parties then the party who is at default shall be held liable for the damages to the other party who is not at default.

In the given case, Kiran cannot do the valuation of Laptop due to lack of information because Kiran did not shared any particulars and configuration.

Conclusion

On the basis of the provisions stated above, it can be concluded that,

Vishal will have a remedy ~~when~~ where he can claim damages from Karan who was bound to deliver the laptop and provide all information to the valuer.

Hence, he is liable to pay damages to Vishal who is not a defaulting party.