

**IN THE HIGH COURT FOR ZAMBIA
AT THE PRINCIPAL REGISTRY
HOLDEN AT LUSAKA**
(Civil Jurisdiction)

2016/HP/ARB/0012

**IN THE MATTER: AN ARBITRATION PURSUANT TO THE
ARBITRATION ACT NO. 19 OF 2000**

**IN THE MATTER OF: A DISPUTE BETWEEN AMEROPA COMMODITIES
PROPRIETARY LIMITED AND GEORGE
LIACOPOLOUS RELATING TO A DEED OF
SURETYSHIP DATED 25TH MARCH 2014 ENTERED
INTO BY AMEROPA COMMODITIES PROPRIETARY
LIMITED AND GEROGE LACOPOLOUS**

**IN THE MATTER OF: A DISPUTE BETWEEN AMEROPA COMMODITIES
PROPRIETARY LIMITED AND ZDENAKIE
COMMODITIES LIMITED RELATING TO A
MEMORANDUM OF AGREEMENT DATED 31ST JULY
2013 ENTERED INTO BY AMEROPA COMMODITIES
PROPRIETARY LIMITED AND ZDENAKIE
COMMODITIES LIMITED**

**IN THE MATTER OF: A DISPUTE BETWEEN AMEROPA COMMODITIES
PROPRIETARY LIMITED AND TAMIA KIESCLICH
RELATING TO A DEED OF SURETYSHIP DATED
25TH MARCH 2014 ENTERED INTO BY AMEROPA
COMMODITIES PROPRIETARY LIMITED AND
GEORGE LIACOPOLOUS**

BETWEEN:

AMEROPA COMMODITIES PROPRIETARY LIMITED

PETITIONER

AND

GEORGE LIACOPOLOUS

1ST RESPONDENT

ZDENAKIE COMMODITIES LTD

2ND RESPONDENT

TAMIA KIESLICH

3RD RESPONDENT



BEOFRE HONOURABLE JUSTICE MR. MWILA CHITABO, SC

For the Petitioner: N/A

For the Respondents: N/A

R U L I N G

Cases referred to:

1. *Savenda Management Services Limited and Stanbic Bank Limited*

There is an exparte application to discharge the exparte order of stay of execution of the Arbitral Award granted on 17th July, 2017 launched by Messrs Corpus Globe.

The essence of the application is that the High Court has no jurisdiction to apply the Rules of the Court in a matter where litigants have freely entered into Arbitration agreement.

The Supreme Court in a recent case of ***Savenda Management Services limited and Stanbic Bank Limited***¹, Mambilima CJ delivering the Judgment of the Court roundly and conclusively put the debate on the subject matter when she pronounced herself in the following fashion:-

“In this regard, we agree with the pronouncement of Mutuna, J (as he then was) in the case of Cash Crusaders Franchising PTY Ltd v. Shakers and Movers (Zambia) Limited [2012] 3 ZR 174 that ‘the starting point is to recognise that once the parties have decided to have their dispute adjudicated upon by way of arbitration, they are in fact saying they do not wish to avail themselves of the Court save in the limited circumstances provided for by the law. further once an award is rendered, it is binding upon the parties pursuant to section 20 of the Arbitration Act.

We therefore find no merit in this appeal and we dismiss it with costs, here and below to be taxed if not agreed”

Yet in the same case of the Court of final resort, that is the case of **Savenda Management Services limited and Stanbic Bank Limited¹** Judgment number 19 of 2017, it was held that the High Court does not have jurisdiction to grant applications to settle sums awarded in arbitral awards in installments.

The doctrine of stare decisis shackles my hands and I have to give effect to the superior authorities pronouncements of the Court of final resort.

This Court had no jurisdiction to grant the exparte order dated 17th July, 2017 on the strength of the judicial precedents alluded to in the preceding paragraphs.

The said order is hereby forthwith vacated and discharged with the attending costs.

Leave to appeal refused.

**Delivered under my hand and seal this 3rd day of November,
2017**



Mwila Chitabo, SC
Judge