

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

2022/HP/1323

BETWEEN:

REJAVE GEENRAL DEALERS LIMITED  
(T/A Rejave Car Hire Services)

AND

F AND G LINK GENERAL TRADING LIMITED



PLAINTIFF

DEFENDANT

Before Hon. Mr. Justice M.D. Bowa on 7<sup>th</sup> May, 2025

For the Plaintiff: T.W. Lungwebungu from Lungwebungu Legal Practitioners.  
For the Defendant: No appearance

---

## RULING

---

### Cases referred:

1. *Finance Bank Zambia PLC v Lamasat International Limited* CAZ Appeal No. 175 of 2017
2. *Zega Limited v Zambezi Airline & Another* Appeal No. 39 of 2014)
3. *Elly v Ellis* 235 A.D.2d 1002

### Legislation referred to

1. *High Court Rules Cap 27 of the Laws of Zambia* Order 21 r 6

### Other Authorities referred to:

1. RSC of England 1999 edition

1. Introduction:

1.1 The Plaintiff commenced this action by Writ of Summons and Statement of Claim dated 29<sup>th</sup> August 2022 seeking the following reliefs:

- i. *Payment of the sum of ZMW 96, 300.00 being a sum owed to the Plaintiff by the Defendant under the car hire agreement,*
- ii. *Return of the Motor Vehicle Toyota Allion registration Number BAJ 2490 or payment of its value being ZMW 130, 000.00,*
- iii. *Damages for breach of contract and loss of use of funds,*
- iv. *Interest at the commercial bank lending rate on the amount owed to the Plaintiff from the date said amount was due to be paid to the date of full and final payment,*
- v. *An order for costs,*
- vi. *Any other relief that the Court may deem fit.*

## **2. Affidavit Evidence**

2.1 On 24<sup>th</sup> of November 2022, the Plaintiff filed into court an application for an order to enter judgment on admission. The affidavit in support was sworn in by Simon Musunga

a director in the Plaintiff Company. He averred that the Plaintiff commenced this action on the 29<sup>th</sup> of August 2022 against the Defendant. Further that by letter dated 7<sup>th</sup> April 2022, the Defendant admitted being indebted to the Plaintiff for the amount owed under the car hire agreement. A copy of the said letter was exhibited as **“SM1”**.

2.3 That by the said letter, the Defendant admits entering into an agreement for the car hire and hiring the motor vehicle. He averred that he believed that this was a proper case in which this Court can enter judgment on admission.

### 3. **Skeleton Arguments**

3.1 The application was also supported with skeleton arguments and list of authorities dated 24<sup>th</sup> November 2022. Reference was made to Order 21 rule 5 of the High Court Rules, Cap 27 of the Laws of Zambia and Order 27 rule 3 of the RSC, on the right of a party to apply for judgment on admission and the power of the Court to grant such an order.

3.2 Further reliance was placed on the case of **Finance Bank Zambia Plc vs. Lamasat International**<sup>1</sup> in which the court held:

*“It is trite that the Court has discretionary power to enter judgment on admission under Order 27 of the Rules of the Supreme Court of England. This power is exercised in only plain cases where admission is clear and unequivocal. An admission has to be plain and obvious on the face of it, without requiring a magnifying glass to ascertain its meaning. Admissions may be in pleadings or otherwise...”*

3.3 It was submitted that the Defendant in their letter exhibited as **“SM1”** admitted to being in a Car agreement with the Plaintiff and owing the Plaintiff money under the said agreement. It was submitted that in applying the case cited above, the admission by the Defendant in this matter is plain and obvious and requires no further interpretation. It was argued that this Court should thus exercise its discretion and enter Judgment on admission against the Defendant.

#### 4. **Hearing**

4.1 At the hearing, only counsel for the Applicant Mrs. Lungwebungwu was present. I allowed her to proceed with the application in the absence of the Defendant upon being satisfied by the affidavit of service dated 4<sup>th</sup> April 2024 that the application was duly served on the Defendant. Counsel relied on the documents filed in support of the application.

#### **5. Court's Consideration:**

5.1 I have carefully considered the evidence and filed submissions. No debate arises on the court's power to enter a judgment on admission. The requirements for entry of judgment on admission are found in Order 21 rule 6 of the High Court Rules and Order 27 rule 3 of the RSC. Order 21 Rule 6 of the High Court Rules provides that:

***“A party may apply on motion or summons, for a judgment on admission where admissions of facts or part of a case are made by a party to the cause or matter either by his pleadings or otherwise”***

5.2 Order 27 rule 3 of the Rules of the Supreme Court provides that:

*“27 (3) Where admissions of fact or of part of a case are made by a party to a cause or matter either by his pleadings or otherwise, any other party to the cause or matter may apply to the court for such judgment or order as upon those admissions he may be entitled to, without waiting for the determination of any other question between the parties and the Court may give such judgment, or make such order, on the application as it thinks just.”*

5.3 The Supreme Court in the case of **Zega Limited v Zambezi Airline & Another**<sup>2</sup> summed up the requirements in the following terms.

*“It is true that under order 21 r 6 of the High Court Rules and Order 27 r3 of the RSC the court is empowered to enter judgment in favour of a party based on the admissions of fact made by the other party on its claim(s). However, we must also hasten to mention that the position of the law as spelt out under Order 27/3/2 of the RSC is that admissions of liability by the party against whom judgment on admission is sought to be entered may be express or implied and that the admission must be clear. This position was echoed in the case of Himani Alloy Ltd V Tata Stech Limited in which the Supreme Court of India made it clear inter alia that the admission must be a conscious and deliberate act of the party making it and showing an*

*intention to be bound by it. And that unless the admission is clear, unambiguous the discretion of the court should not be exercised to deny the valuable right of a Defendant to contest the claim against him.”*

5.4 In **Ellis v Ellis**<sup>3</sup> the court aptly described the intent of the rule on entry of judgment on admission in the following terms:

*“The object of the rule was to enable a party obtain a speedy judgment where the other party has made a plain admission entitling the former to succeed. It applies wherever there is a clear admission of facts in the face of which it is impossible for the party making it to succeed.”*

5.5 It is safe to conclude that to be successful in an application, the admission relied upon must be clear and unequivocal. The court must always guard against rushing into entry of judgment on admission unless this threshold is met and as was stated by the Supreme Court Zega Limited v Zambezi Airline & Another case supra) quoting the Himani Alloy Ltd, *“The discretion of the court should not be exercised to deny the valuable right of a Defendant to contest the claim against him.”*

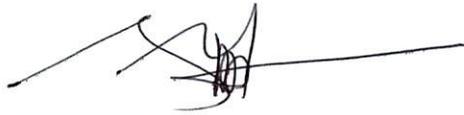
5.6 From the evidence before me I would agree that the Defendant does not dispute its indebtedness to the Plaintiff. This can particularly be seen in exhibit “**SM1**” being a letter from the Defendant in which it acknowledges the car hire agreement and proposes to pay the amount owed as a result of the said agreement in instalments.

5.7 I find that the letter exhibited as “**SM1**” amounts to an unequivocal admission and this is a position not disputed in the defence filed into Court on the 20<sup>th</sup> of November 2023 at paragraph 3. Judgment on admission for the contract sum of the hire of the motor vehicle is thus entered which is to be assessed by the Deputy Registrar.

5.8 The assessed amount shall carry interest from date of writ to date of judgment at average short term deposit rate and thereafter at Commercial Bank lending rate until full payment. Costs for the application are for the Plaintiff to be taxed in default of agreement.

5.9 The issue of the repair, return and/or value of the motor vehicle will be subject of trial. A status conference to issue further directions in this regard will be held on 24<sup>th</sup> June 2025 at 08:30 hours.

Dated at Lusaka the *22* day of *May* 2025



---

**JUDGE**