

**IN THE HIGH COURT FOR ZAMBIA  
AT THE PRINCIPAL REGISTRY  
HOLDEN AT LUSAKA  
(CIVIL JURISDICTION)**

**2023/HP/1915**

BETWEEN:

**AGATHA AKAPELWA CHIBILITI**

**APPLICANT**

**AND**

**DOROTHY CHUBO**

**RESPONDENT**



**Before the Honourable Mrs Justice Ruth Chibbabbuka on the 7<sup>th</sup> day of  
December, 2023**

For the Applicant: In Person

For the Respondent: N/A

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## **JUDGEMENT**

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### **1.0 Introduction**

The Applicant issued an originating notice of motion on the 31<sup>st</sup> October, 2023 claiming the following reliefs, which have been reproduced verbatim:

1. Immediate payment of 182,750.00 being and in respect of rentals arrears accrued while occupying the House No. LUS/26413, Off Kasama Road, Libala South, Lusaka;
2. Interest on the sum found due;
3. Costs, further or other relief the Court may deem fit.

## **2.0 The Plaintiff's Affidavit Evidence**

The Applicant filed an affidavit in support of the originating notice of motion wherein she averred that the Respondent occupied her rented property, being House No. LUS/26413, Off Kasama Road near American Embassy Ibex, at the monthly consideration of K5,000.00. That the Respondent remained in occupation of the property until she accumulated the unpaid rental arrears of 182,750.00, which the Respondent failed to liquidate at the time of eviction from the property.

The Applicant averred further that her attempts to recover the monies from the Respondent proved futile, and so on 23<sup>rd</sup> day of May, 2023, she engaged a debt collecting company, namely Country Wide Debt Recovery Limited, to further pursue the Respondent. The said company wrote and duly served a demand letter on the Respondent but she neglected to adhere to the demand. The Respondent has now become illusive to the extent of issuing all sorts of stories or promises whilst neglecting to pay the claimed K182,750.00. The Applicant averred that she has suffered loss of use of the claimed sum of money.

## **3.0 The Respondent's Affidavit in Opposition**

The Respondent filed an Affidavit in Opposition on 6<sup>th</sup> December, 2023 wherein she confirmed owing the claimed sum but attributed her failure to pay the debt to the unfavourable business environment. That she is now engaging in business activities which will enable her settle the claimed amount in instalments, with an initial payment of K20,000.00 to be paid at the month-end of December, 2023, and thereafter monthly payments of K10,000.00 until full settlement.

The Respondent averred further that she is easily accessible as she is of fixed abode, at House No. 19, Old Brentwood Drive, Lusaka. That she requests that the parties enter into a consent judgment which will enable

her pay the claimed amount in instalments. The Respondent alleged that the notice of hearing for the 7<sup>th</sup> December, 2023 was served on her on the 6<sup>th</sup> December, 2023.

#### **4.0 The hearing**

At the hearing, this court noted that the respondent had been served with the notice of hearing.

The Applicant reiterated the averments contained in her affidavit in support of the application. She added that when the Respondent was vacating the house, it was agreed between the parties that the Respondent would pay the debt in instalments but the Respondent has not honoured the agreement. She stated that she last received a payment from the Respondent in June last year, in the sum of K25,000.00.

In response to the Respondent's affidavit, the Applicant stated that she opposed the suggestion to enter into a consent judgment and opposed the Respondent's proposal to pay K20,000.00 at the end of December, 2023. That the Respondent has not honoured past agreements to settle the debt in instalments. That the money has lost value and allowing the Respondent's application will mean that she will take another one and half years to settle the debt. The Applicant however suggested that the Respondent pay at least 50% of the debt then settle the rest in monthly instalments of K15,000.00

#### **5.0 The Court's decision**

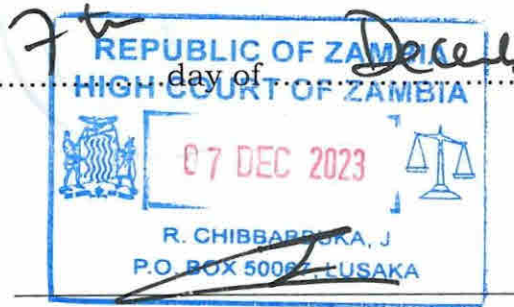
Having heard the Applicant and the Respondent not being in attendance although having filed an affidavit in opposition, I am satisfied that the respondent has no defence to this cause of action and has actually admitted the outstanding amount.

As such, Judgment is **HEREBY** entered in the sum of K182,750.00 in respect of rentals arrears accrued while the respondent occupied House

No. Lus/26413 off Kasama road, Libala South Lusaka, which amount shall be paid as follows:

1. K91,375.00 to be paid by the 29<sup>th</sup> December, 2023 being 50% of the sum of K182,750.00
2. The balance of K91,375.00 is to be paid in monthly instalments of K15,000.00 per month from January, 2024 until the said amount is cleared.
3. Interest on the said amount of K182,750.00 is to be paid at the short-term deposit rate as determined by the Bank of Zambia from the date of the Originating Notice of Motion till date of this Judgment and thereafter at the current bank lending rate from date of Judgment until full payment.
4. Costs of this application are for the applicant to be taxed in default of agreement.

Dated the..... day of..... 2023



**R. Chibbabbuka**  
**HIGH COURT JUDGE**