

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



2024/HP/0714

BETWEEN:

**AFRICA PERFECT WORLD INVESTMENT CONSULTING LIMITED** 1<sup>ST</sup> PLAINTIFF  
**CAI HUI** 2<sup>ND</sup> PLAINTIFF  
**AND**  
**AFRICA PANORAMA INVESTMENT GROUP LIMITED** DEFENDANT

Before the Honourable Mrs Justice Ruth Chibbabbuka on the 15<sup>th</sup> January, 2026

For the Plaintiffs: Mr S. Chikuba, Messrs Paul Norah Advocates

For the Defendant: Ms N. Mutti, Messrs Lukona Chambers

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## RULING

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### Cases referred to:

1. *Zambezi District Council Vs Chanyika III (suing in his capacity as Senior Chief Ishindi of the Lunda Chiefdom) [2019] ZMCA 275*
2. *Contract Discount Corporation Limited Vs Furlong & Others (1948) 1 ALL ER 276*
3. *A.J Trading Company Limited Vs Chilombo [1973] Z.R 55*
4. *Chazya Silwamba Vs Lamba Simpito HC [2010], Volume 1 Z.R 475*
5. *Finance Bank Zambia Limited Plc Vs Lamasat International Limited (Appel 175 of 2017, Appeal 27 of 2018) [2019] ZMCA 14 of 07 March, 2019*

### Legislation referred to:

*High Court Act, Chapter 27 of the Laws of Zambia*

*Rules of the Supreme Court, The White Book, 1999 Edition*

## **1.0 Introduction**

1.1 This is the plaintiff's application by way of summons filed on the 1<sup>st</sup> April, 2025 for an Order to enter partial Judgment on Admission. The application is made pursuant to *Order 21 Rule 6* of the *High Court Rules*, in the *High Court Act, Chapter 27* of the *Laws of Zambia* as read together with *Orders 27 Rule 3* of the *Rules of the Supreme Court (RSC) 1999 Edition, White Book*.

## **2.0 The plaintiff's affidavit in support**

- 2.1 The plaintiff in its affidavit in support of even date sworn and deposed to by Xi Weiwei a Director of the 1<sup>st</sup> plaintiff avers as follows: The plaintiffs commenced an action against the defendants by way of writ of summons and statement of claim claiming inter alia an order for the immediate payment of the total sum of US\$561,937.50 being the investment sum that the plaintiffs and the defendant agreed should be paid to the plaintiffs.
- 2.2 On the 24<sup>th</sup> July, 2024 the defendant filed a defence and counterclaim wherein paragraph 2 the defendant does not dispute the plaintiff's statement of claim, which explains how the defendant came about to owe the plaintiffs, the claimed US\$561,937.50. Further in paragraph 4 of its defence and counter claim, the defendant admits that it has reserved US\$359,000.00 for the plaintiffs in the defendant's Stanbic Bank Account, which amount has been referred to as due and payable to the plaintiffs by the defendant.
- 2.3 The defendant in paragraph 1 of its counter claim admits expressly that it owes the plaintiffs the amount of US\$561,937.50 and asked this court to allow them to pay in instalments. The defendant admits in the said paragraph that it entered into a contract on the 10<sup>th</sup> of October, 2023 with the plaintiffs, and the defendant is the only party required to pay.

### **3.0 The plaintiff's skeleton arguments and list of authorities**

- 3.1 The plaintiff also filed skeleton arguments and list of authorities in support of this application on even date. Counsel placed reliance on *Order 21 Rule 6* of the *High Court Rules*, as read together with *Order 27 Rule 3* of the *Rules of the Supreme Court* for the jurisdiction this Court has to enter Judgment on Admission.
- 3.2 Counsel argued that the defendant has unequivocally admitted the sum of US\$359,000.00 out of the sum of US\$561,937.50, in paragraphs 5 to 7 of its defence, summary judgment ought to be entered against it. Additionally, the defendant in its counter claim admits owing the whole amount and goes on to request that they be allowed to pay in instalments and as such judgment on admission be entered. To buttress this argument, reference was made to the cases of **Zambezi District Council Vs Chanyika III (suing in his capacity as Senior Chief Ishindi of the Lunda Chiefdom)<sup>1</sup>**, **Contract Discount Corporation Limited Vs Furlong & Others<sup>2</sup>**, **A.J Trading Company Limited Vs Chilombo<sup>3</sup>** and **Chazya Silwamba Vs Lamba Simpito<sup>4</sup>**.
- 3.3 That as the issue of the amount owing under the contract is not in dispute, judgment on admission be entered for the said sum and that if the matter is to proceed to trial the same should only address the claims of breach of contract and damages.
- 3.4 On the basis of the foregoing arguments counsel prayed that partial judgment on admission be entered for the admitted sum of US\$561,937.50 and the other claims in relation to fraud and damages be determined at trial.

#### **4.0 The defendant's affidavit in opposition**

- 4.1 The defendant filed an affidavit in opposition on the 11<sup>th</sup> July, 2025 that was sworn and deposed to by Yadong Wu, a Director in the Defendant company. He averred as follows:
- 4.2 The share transfer agreement entered into was for a total sum of US\$1,041,937,50 which was to be paid by the defendant for a 60% equity interest in the company. The defendant paid US\$480,000.00 as per the terms of the agreement which required the plaintiffs to completely relinquish control including transfer of all company operational tools such as the Stanbic Bank token device. The plaintiff breached the agreement by failing to hand over the bank token, claiming the token was lost. Consequently, the defendant could not access the company funds. Further the plaintiff's advocates wrote to Stanbic Bank in May 2024 alleging a shareholder dispute which prompted the bank to freeze the account. Acting on the plaintiff's instructions, the bank froze the funds in the account amounting to US\$358,542.73 and ZMW971,188.50.
- 4.3 The plaintiff's placement of a restriction notice has caused damage to the defendant's business as there was and still is disruption of ongoing real estate and construction projects, inability to pay suppliers and contractors, loss of client confidence and reputational harm. As a result, the defendant has received multiple legal actions by its customers owing to delays on the project delivery timeframes, which delay emanates from the defendant's failure to access monies due to the restriction notice placed on the defendant's bank account. The defendant has had to borrow a total sum of US\$400,000.00 with interest at 11% to continue its business operations on account of the restriction notice placed on its

account. Despite the defendant having partially fulfilled the terms of payment as per the share agreement, the plaintiff still exercises control over the defendant's banking token device and the defendant has not been able to make payments to suppliers or honour any financial obligations to the plaintiff in the said share transfer agreement.

## **5.0 The defendant's skeleton arguments and list of authorities**

5.1 The defendant did not file any skeleton arguments or list of authorities.

## **6.0 The hearing**

- 6.1 At the hearing counsel for the plaintiff placed reliance on the affidavit in support of the application and the skeleton arguments filed on the 1<sup>st</sup> April, 2025. Counsel argued that the affidavit in opposition does not dispute the fact that there is an admission, rather that the affidavit in opposition brings up issues of damages and loss suffered which matters are subject of trial. It was counsel's further argument that the law is clear, that where there is an express admission, the plaintiff is at liberty to apply for a judgment on admission. That as was held in the case of **Finance Bank Zambia Limited Plc Vs Lamasat International Limited**<sup>5</sup>, an entry of judgment on admission has no bearing on other claims.
- 6.2 Counsel argued that based on the foregoing, an entry of judgment would not prejudice the defendant in any way as the defendant will still have an opportunity to prove the alleged breach of contract at trial. Further that in the affidavit in opposition there is a purported amendment of the defence exhibited which still admits liability. That the same should not be entertained as a defence because it is an afterthought.
- 6.3 In opposing the application, counsel for the defendant placed reliance on the affidavit in opposition filed on the 11<sup>th</sup> July, 2025 and argued that they were not opposing the admission but what was being opposed was the

judgment on admission based on the amount being claimed. That a share agreement was entered into for the sum of US\$1,041,937.50 which was to be paid by the defendant for a 60% equity interest in the company and 40% was paid. Further that the defendant has failed to pay the total to the plaintiff as it has incurred damages and losses due to breach of the agreement. Counsel argued further that the counterclaim for the loss and damages far outweighs the claims made by the plaintiff, and as such the amount that the plaintiff claims to be entered on admission has now become a triable issue as the defendant continues to incur losses for the ongoing real estate and construction.

- 6.4 Counsel went on to contend that due to the restriction on the company account, the defendant was forced to incur more loans to meet their client's expectations, which loans attract 11% interest. Premised on the same it would be unjust for this Court to grant the application to enter judgment on admission for the plaintiff.
- 6.5 In reply counsel for the plaintiff argued with force that the defendant had admitted before this court owing the plaintiff the sums indicated. That the issue of damages as a result of the restriction on the account was neither here nor there as prior to the restriction being placed on the account, there was already a default on the part of the defendant. It was this default that prompted the 2<sup>nd</sup> plaintiff to request the bank to restrict the account as he being a signatory, noticed that the defendant despite not honouring their obligation under the share transfer agreement, started withdrawing huge amounts of money from the bank account. Further that paragraph 4 of the defendant's defence clearly states that the money in that account had been reserved for the plaintiffs. As such if the money that was restricted was for the plaintiffs, then there can be no damage occasioned against the defendants because no money for the defendants was restricted.

6.6 Based on the foregoing arguments, counsel prayed that judgment on admission be entered in favour of the plaintiffs.

## **7.0 The decision of the Court**

7.1 I am indebted to both counsel for their arguments and submissions.

*Order 21 Rule 6 of the High Court Rules, in the High Court Act, Chapter 27 of the Laws of Zambia* provides that:

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

The above provision pertains to the jurisdiction of the Court to determine this application. What needs to be assessed therefore is whether the admissions of fact were indeed made as alleged. Before making this assessment however, I will quote the other provision that was relied on by counsel for the plaintiff as outlined below.

Counsel placed reliance on *Order 27 Rule 3 of the Rules of the Supreme Court* which provides that:

*“Where admissions of fact or part of a case are made by a party to a cause or a 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 admission as 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. An application for an order under this rule may be made by motion or summons.”*

7.2 A perusal of the defendant's defence reveals that it does not deny paragraphs 4 to 12 of the plaintiff's statement of claim which effectively results in an admission of the plaintiff's claim with regard to the sum claimed. Paragraph 12 of the plaintiff's statement of claim is couched in the following manner:

*"The defendant was supposed to start paying for the refund of the amount of US\$561,937.50 on the 10<sup>th</sup> March, 2024 according to Schedule A, referred to herein above but defaulted on the 1<sup>st</sup> instalment payment of USD100,000.00."*

Additionally, counsel for the defendant categorically stated before this Court that there was no dispute with regard to the admission but only on the granting of the Judgment on Admission based on the amount. Further as per the defendant's own admission, the monies in the said account were reserved for the plaintiff.


7.3 In assessing the foregoing arguments it is trite that where an admission is made, judgment can be entered on admission, so as to save time. As the defendant has clearly admitted that it owes the plaintiffs the amount of US\$561,937.50 which admission was confirmed by counsel for the defendant, partial judgment on the said amount is hereby entered for the said sum.

7.4 In line with this order the sum of US\$359,000.00 being held in the defendant's Stanbic Bank account is to be paid forthwith to the plaintiffs. The said amount of US\$359,000.00 shall be paid with interest at the LIBOR rate from the date of the writ to date the date of this Ruling being the 15<sup>th</sup> January, 2026. Additionally, payment of the balance to the plaintiffs thereon of US\$202,937.50 together with interest at the LIBOR rate is to be paid from the date of the writ to date of payment.

7.5 The remaining claims as per the plaintiff's statement of claim and the defendant's defence and counterclaim will be determined at trial and an Order for Directions will ensue in that regard.

Leave to appeal is hereby granted.

Dated the 15<sup>th</sup> day of January 2026

REPUBLIC OF ZAMBIA  
HIGH COURT OF ZAMBIA  
15 JAN 2026  
  
R. CHIBBABBUKA, J  
P.O. BOX 50067, LUSAKA  
**R.H Chibbabbuka**  
**HIGH COURT JUDGE**