

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

2022/HP/0361

BETWEEN:

PRECIOUS MBANGWETA

AND

AMAGUARD SECURITY LIMITED



PLAINTIFF

DEFENDANT

Before the Honourable Justice S. Chocho, on February 3rd, 2026 in Chambers.

For the Plaintiff: Mr. N. Tembo of Messrs Legal Aid Board.

For the Defendant: Mr. V. Kayawe (In House).

J U D G M E N T

Cases referred to:

- 1. David Banda v The Attorney General Appeal No. 233 of 2020.***
- 2. Zambia Railway Limited v Pauline S. Mundia and Another
(2008) ZR 872.***
- 3. Bevin Ndovi v Post Newspapers Limited and Times Zambia
Printpak Limited SCZ No. 8 of 2011.***
- 4. Donoghue v Stevenson (1932) AC 5622.***
- 5. Hodgson v Amcor [2012] VSC 94.***
- 6. Sim v Stretch [1936] 2 All ER 1237.***
- 7. Muvi TV Limited v Charity Katanga Appeal No. 77 of 2018.***

8. *Etson Banda and Another v The Attorney Appeal No. 42 of 2016.*

9. *Hightech Logistics Limited v Ugondo Italian Style Limited Appeal No. 80/2020.*

Legislation and other works referred to:

- 1. *Phipson on Evidence, seventeenth edition (Thomson Reuters (Legal) Limited 2010).***
- 2. *Carter-Ruck on Libel and Slander, Fourth Edition (Butterworths, London 1992).***
- 3. *Section 50 Employment Code Act, No. 3 of 2019.***

1. INTRODUCTION

1.1. This Judgment is in respect of the Plaintiff's claim commenced by way of Writ of Summons and Statement of Claim dated March 9th, 2022, which was amended on June 20th, 2022 and July 25th, 2022. The Plaintiff claims as follows:

- i) Damages for defamation of character arising from the defamatory words uttered by the Defendant where the Plaintiff was called and accused to be a thief of having misappropriated the funds to extent of apprehending the Plaintiff for more than seven (7) days in police cells;

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- ii) Damages for unlawful and unfair dismissal;
- iii) Damages for bringing the name of the Plaintiff into ridicule, public odium and loss of reputation to extent where the Plaintiff is being snickered, mocked or snorted particularly in the neighbourhood;
- iv) Damages for mental, anguish trauma, stress, loss of professional and disturbance the Plaintiff undergone due to the Defendant's action;
- v) Payment of ZMW 19,550.00 being and in respect of eight (8) months salary wrongfully and unlawfully withheld by the Defendant upon unlawful termination of contract;
- vi) Refund of ZMW 750.00 unlawfully deducted by the Defendant from the Plaintiff's salary;
- vii) Costs.
- viii) Any other relief the Court may deem fit.

1.2. In response, the Defendant entered appearance and filed a Defence on May 4th, 2022 which was later amended on August 17th, 2022.

1.3. The Plaintiff joined issue with the Defendant's Defence and filed a Reply on June 20th, 2022.

2. EVIDENCE/TESTIMONY

2.1. Trial was scheduled and heard on May 14th, 2025.

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- 2.2. The Plaintiff called two witnesses in aid of her case. PW1 was one Precious Mbangweta, the Plaintiff herein who filed a witness statement on February 10th, 2023.
- 2.3. PW1 testified in chief that on February 7th, 2017, she was employed by the Defendant as a trainee cashier.
- 2.4. PW1 testified that she was later confirmed as a cashier on July 1st, 2017 with a gross salary of ZMW 2,354.33.
- 2.5. PW1 testified that on January 1st, 2018, her contract was renewed for another two (2) years upon satisfactory performance.
- 2.6. PW1 testified that after the expiration of the two (2) year contract, she was advised to reapply for the same position of cashier and the salary remained the same.
- 2.7. PW1 further testified that one day, while she was performing her duties as cashier, she received a call from her manager, one Mulala who told her that she needed to go to Stanbic Bank (the bank) Automated Teller Machine (ATM) to attend to handover of the ATM by the bank to the Defendant.
- 2.8. PW1 testified that following the above information, she was told that she had been promoted to the position of ATM custodian.

- 2.9. PW1 testified that she then asked for her letter of promotion, but she was informed that they could not give her one at the moment because the handover task was urgent.
- 2.10. PW1 testified that based on the assurance, she began to perform the duties in her new role alongside the roles of a cashier and that her pay was maintained as that of a cashier.
- 2.11. PW1 further testified that in her new role of custodian, she worked with one Raymond Phiri who was a custodian based in Mazabuka but would go to Monze any time the ATM needed to be loaded or serviced.
- 2.12. PW1 testified that the said Raymond Phiri had a contract and salary for the position of custodianship and was trained in the role.
- 2.13. PW1 testified that she made a follow up regarding the new appointment but she was told that the Defendant did not have resources to establish a new office for custodianship in Monze and that she could continue working under her old appointment and could leave/quit if she was uncomfortable with the situation.
- 2.14. PW1 testified that she engaged Human Resource to move her from the role of a custodian to being a cashier to no avail.

- 2.15. PW1 testified that she continued to work in two roles and this affected her health and well-being.
- 2.16. PW1 testified that sometime in 2020, her colleague Raymond Phiri informed her that they needed to write exculpatory letters for the missing ZMW 1,000.00 plus and later she received a letter to which she replied/exculpated herself.
- 2.17. PW1 testified that even before the investigation, the Defendant decided to deduct the sums of ZMW 700.00 from their salaries.
- 2.18. PW1 testified that she and her colleague conducted an investigation and it was discovered that some accounts had pending transactions resulting into shortages and that this information was shared with the custodian supervisor.
- 2.19. PW1 further testified that sometime in August, one Tyson Munyumbwe, the ATM Supervisor came around 17:00 hours to do a snap check and decided to carry on with the work despite there being no power supply.
- 2.20. PW1 testified that the money was being counted with phone light and the records were done by the said Tyson of which there was no shortage recorded.

- 2.21. PW1 testified that the Automated Teller Machine Camera was able to record in black and white even though there was no power supply.
- 2.22. PW1 testified that the cameras are used to investigate whenever there is a suspicion on the part of the custodians.
- 2.23. PW1 testified that on the day the said Tyson did the check, the Plaintiff and her colleague did the daily servicing and zeroed the machine; the records which were sent to Lusaka and everything was fine.
- 2.24. PW1 further testified that on the same day Tyson checked the ATM, Neco team earlier serviced the ATM Cameras.
- 2.25. PW1 testified that on one Tuesday, Raymond brought money from Mazabuka in the sum of ZMW 400,000.00 to be loaded on the Automated Teller Machine.
- 2.26. PW1 testified that the following day, Raymond called and informed her that he needed to collect the money which could not be loaded on the ATM and that he collected a sum of ZMW 75,000.00 and took the cash to Mazabuka branch.
- 2.27. PW1 testified that one Friday, she received a call from Raymond who informed her that she needed to go to the ATM as the Neco

team came to dismantle the Monze ATM and exchange it with the Choma ATM.

2.28. PW1 testified that before the dismantling the ATM, the money was counted and the branch was called to reconcile and it was discovered that there was a difference of ZMW72,510.00.

2.29. PW1 testified that Raymond told her that he would call headquarters and reconcile the difference.

2.30. PW1 further testified that Raymond called her and informed her that he had been called at headquarters and the report he gave was that the Plaintiff took the sum of ZMW 14,800.00 and then he took the sum of ZMW 20,800.00 before the ATM was removed.

2.31. PW1 testified that she declined being responsible for what she did not do but Raymond advised that she should just accept and start paying slowly.

2.32. PW1 further testified that the Security Manager one Mubita, Raymond and Tyson came from Lusaka and brought two other guys who took over from them and that Mubita took the keys from them and advised that they were relieved from their duties, until further investigations.

- 2.33. PW1 testified that on August 27th, 2020, the said Mubita issued her with a suspension letter and letter of promotion to custodianship which was backdated to May 18th, 2020 and was given to the Plaintiff to sign, the promotion letter which she refused to sign.
- 2.34. PW1 testified that her refusal to sign the letter infuriated the said Mubita and this caused him to take the Plaintiff and Raymond to the Police Station where he gave a statement that the Plaintiff and Raymond had stolen monies belonging to Stanbic bank.
- 2.35. PW1 testified that she was then detained for seven (7) days and it was an excruciating experience as she had not fully recovered from a miscarriage and was not in a right state of mind.
- 2.36. PW1 testified that she emphasized that evidence was available on Closed Circuit Television (CCTV) as there was no time they worked with the cameras off.
- 2.37. PW1 testified that when the cameras where checked everything was normal until the day Tyson came to do a snap check; that the footage of the snap check was blank.
- 2.38. PW1 further testified that everything after the snap check was normal and properly recorded.

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- 2.39. PW1 testified that prosecution was initiated but the docket was closed on the basis that the Defendant was not desirous of prosecuting the matter.
- 2.40. PW1 testified that the Plaintiff and Raymond were called for a hearing in Lusaka and the interrogation panel consisted of Mubita, Tyson, Moses, Ndlovu, Peter Nyirenda and Rosemary Chipeleme.
- 2.41. PW1 testified that at the hearing, Raymond admitted to having taken the money and even committed himself to pay back the money to the Defendant.
- 2.42. PW1 testified that despite her explanation that she was not involved and the admission by Raymond, the Defendant proceeded to summarily dismiss the Plaintiff for the offensive of failure to account on October 20th, 2020.
- 2.43. PW1 further testified that the Defendant has neglected to pay the Plaintiff for her leave days and gratuity.
- 2.44. PW1 testified that the Defendant's actions have brought the Plaintiff's name and reputation into ridicule and odium.
- 2.45. PW1 testified that she has suffered loss and damage.

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- 2.46. PW1 testified under cross examination that her full legal name is Precious Makamba Mbangweta and her co-employees during her employment called her by the name of Makamba.
- 2.47. PW1 testified under cross examination that she attended a disciplinary hearing and the charge was for the amount of ZMW 72,510.00.
- 2.48. PW1 testified under cross examination that she worked together with Raymond at the same ATM in Monze and they worked as custodians.
- 2.49. PW1 testified under cross examination that before she was charged, many audits/snap checks were done for the amount in question.
- 2.50. PW1 testified under cross examination that neither Moses Mumba nor Tyson did a count on the ZMW 72,510.00.
- 2.51. PW1 testified under cross examination that she was never given a chance to be heard by the Defendant and that she was never part of it as when money was transversed from Monze to Mazabuka she was never there and every cash counted from ATM was signed for and recorded by the Closed-Circuit Television (CCTV).

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- 2.52. PW1 testified under cross examination that here role at the ATM was to help Raymond Phiri do a cash count, loading of cash and ensuring the ATM was in a good state.
- 2.53. PW1 testified under cross examination, that service was done on a daily basis and the service consisted of checking what was withdrawn and the levels of remaining cash in order to determine if more cash is needed.
- 2.54. PW1 testified under cross examination that they would open the cassettes, remove all the cash and reconcile with the journals to see how much was withdrawn then count the remaining cash.
- 2.55. PW1 further testified under cross examination that the service was done twice a week.
- 2.56. PW1 testified under cross examination that the last day the ATM was serviced before the alleged shortage was the day Neco Team was breaking the ATM.
- 2.57. PW1 testified under cross examination that breaking the ATM meant removing the ATM from the wall.
- 2.58. PW1 testified under cross examination that she knew how much money was in the ATM before Neco came.

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- 2.59. PW1 testified under cross examination that the reconciliation was done by calling the Defendant to tell them the amount in the ATM after cash count.
- 2.60. PW1 further testified under cross examination that the cash counting was done by the Plaintiff and her co-worker Raymond.
- 2.61. PW1 testified under cross examination that she was a position to tell if cash in The ATM was over or when it was less.
- 2.62. PW1 testified under cross examination that if ethics are not being followed by co-workers, she ought to report to the Supervisor but she did not report Raymond's admission.
- 2.63. PW1 further testified under cross examination that she says she was defamed because she was reported to the Police and the Defendant interrogated her in public before being taken to the Police but there was no proof of interrogation on record.
- 2.64. PW1 testified under cross examination that she was told to exculpate herself but could not remember if she exculpated herself. PW1 further conceded that she was called for/attended a hearing after which she was summarily dismissed on October 20th, 2020.

- 2.65. PW1 testified under cross examination that she cannot remember if she was paid her August, 2020 salary and she was not reporting for work after September 4th, 2020.
- 2.66. PW1 under cross examination denied that she was supposed to pay all amounts for the shortages with Raymond.
- 2.67. PW2 was one Thomas Chilapala who filed a witness statement dated February 18th, 2023.
- 2.68. PW2 testified in chief that on August 27th, 2020, he was allocated with a docket to investigate a theft.
- 2.69. PW2 testified that the complaint was that an amount of ZMW 72,510.00 was stolen by two employees who are the Plaintiff and one Raymond Phiri.
- 2.70. PW2 testified that the Plaintiff and Raymond Phiri were taken to Monze Police Station where they were detained for questioning.
- 2.71. PW2 testified that he instituted investigations regarding the report by visiting the crime scene at which it was discovered that there was no breaking of doors or forced entry into the ATM cubicle.
- 2.72. PW2 testified that the Closed-Circuit Television (CCTV) footage of the ATM premises was viewed for the period the offence was alleged to have been committed but the footage was missing.

- 2.73. PW2 testified that the efforts were made to get statement from Stanbic Bank but the same was unattainable and the Defendant's management kept promising to avail relevant documents for prosecution of the case.
- 2.74. PW2 testified that having kept the Plaintiff and Raymond in Police custody for seven (7) days without sufficient evidence and the Court appearances being adjourned; police bond was granted to the Plaintiff and Raymond, her co-accused.
- 2.75. Further, that the matter could not be heard in Court due to insufficient evidence and the case was not pursued any further.
- 2.76. PW2 testified under cross examination that even if a case is closed, it is possible for one to make an inquiry because case can be reopened.
- 2.77. PW2 testified under cross examination that after his transfer in July 2021, he would not know what transpired in the case.
- 2.78. There was no re-examination of PW2.
- 2.79. The Defendant called one witness in aid of its case. DW was one Rosemary Chipeleme who filed a witness statement dated July 20th, 2022.

- 2.80. DW testified in chief that the Plaintiff was employed as a Cashier on January 1st, 2018 for a period of two (2) years, the contract which ended on February 7th, 2020 and she re-applied after which she was given a twenty-four (24) month contract.
- 2.81. DW testified that on May 5th, 2020, the Plaintiff was charged with the offence of failing to account the sum of ZMW 1,100.00 cash shortage which she incurred on Stanbic ATM 77 which she had control over.
- 2.82. DW testified that the Plaintiff was then asked to exculpate herself, which she did on May 6th, 2020 and her explanation was that she did not understand how her ATM Station incurred a shortage.
- 2.83. DW testified that following the above, the Plaintiff was given a written warning and that a sum of ZMW 750.00 would be deducted from her and the difference from her colleagues who were under her.
- 2.84. DW further testified that the issue of shortage of funds at ATM 77 continued and on August 24th, 2020, an incident report was made on the investigation of a shortage of ZMW 72,510.00 and the Defendant decided to suspend the Plaintiff pending investigations on August 27th, 2020.

- 2.85. DW testified that the investigations went on and it was confirmed by the some of the Plaintiff's colleagues that the Plaintiff was responsible for the shortages.
- 2.86. DW testified that the Plaintiff was then charged for the shortage of the sum of ZMW 72,510.00 on September 4th, 2020.
- 2.87. DW testified that at the disciplinary hearing which took place on September 15th, 2020, the Plaintiff was asked to explain what she knew about the shortage. In response, she expressed ignorance for the said shortage and was found with a case to answer after investigation and her failure to give an account of funds that went missing.
- 2.88. DW testified that on October 20th, 2020, the Plaintiff was summarily dismissed for gross misconduct-theft in which she failed to account for ZMW 72,510.00 of Stanbic ATM 77 Monze.
- 2.89. DW testified under cross examination that the Plaintiff's official position in the Defendant Company was that of cashier.
- 2.90. DW testified under cross examination that the Plaintiff was not promoted to the position of custodian when she was told to work at ATM 77.

- 2.91. DW testified under cross examination that custodians under go particular training for the position.
- 2.92. DW testified under cross examination that the Plaintiff did not under go training as a custodian.
- 2.93. DW testified under cross examination that the Defendant has not brought to Court evidence to show that the monies went missing.
- 2.94. DW testified under cross examination that that the Defendant has not produced any evidence to prove that the monies went missing at the ATM/in transit.
- 2.95. DW testified under cross examinations that reconciliations were done and it was found that indeed the money was missing.
- 2.96. DW testified in re-examination that after reconciliation, the amount was less by ZMW 1,100.00.

3. LAW/SUBMISSIONS

- 3.1. Both Parties filed written submissions, the Plaintiff filed on June 20th, 2025 and the Defendant filed on July 30th, 2025. I shall not reproduce the submissions in full as the same are on record suffice to state I have read and considered them in this my Judgment.

- 3.2. The Plaintiff recounted the events leading up to the dispute as they appear on the record and on the strength of the case of **David Banda v The Attorney General Appeal No. 233 of 2020**¹, Plaintiff is of the view that she was wrongfully and unfairly dismissed and the dismissal has caused the Plaintiff mental anguish and emotional distress.
- 3.3. The Plaintiff places reliance on the case of **Zambia Railway Limited v Pauline S. Mundia and Another (2008) ZR 87**² and submits that she has proved her case to the required standard and should be granted the reliefs sought.
- 3.4. The Defendant submits that the Plaintiff's claim that the report made by the Defendant to the Police was defamatory is not tenable as the Defendant was merely following its institution's policy which is reporting a case of theft to the police. In making this submission, the Defendant relied on the case of **Bevin Ndovi v Post Newspapers Limited and Times Zambia Printpak Limited SCZ No. 8 of 2011**³.
- 3.5. The Defendant submits that defamation cannot be pleaded unless it is shown that the words upon which the action is founded are calculated to cause pecuniary damage to Plaintiff.

- 3.6. The Defendant submits that the Plaintiff had dual access, control, accountability and responsibility of the ATM during the course of her duty and her contract of employment compelled her to report any incidents immediately to her supervisor which the Plaintiff neglected to do.
- 3.7. Placing reliance on the cases of **Donoghue v Stevenson (1932) AC 562²** and **Hodgson v Amcor [2012] VSC 94⁴**, the Defendant submits that the law provides for the enforcement of dismissal for gross negligence and misconduct of an employee by the Courts of law.
- 3.8. The Defendant further submits that the institutional procedures/practices were followed and that the Plaintiff was firstly charged then given a chance to be heard through an exculpatory letter and disciplinary hearing which resulted in the Plaintiff's dismissal.
- 3.9. The Defendant submits that every employee owes a duty of good faith, loyalty and fidelity which the Plaintiff breached and the Defendant's actions are within the confines of law to dismiss the Plaintiff.
- 3.10. The Defendant submits that the Plaintiff has the burden of proving her assertions which she has failed to prove.

4. **COURT'S ANALYSIS AND DECISION**

4.1. I have had occasion to review and consider that parties arguments and evidence for which I am grateful. The main issues for determination are as follows:

- i) Whether the Defendant defamed the Plaintiff; and
- ii) Whether the Defendant unlawfully and unfairly dismissed the Plaintiff.

The determination of the above will have a bearing on the other claims.

4.2. It is a trite principal of law that civil matters must be proved on a balance of probabilities and the party asserting facts should prove the facts. The learned authors of **Phipson on Evidence, seventeenth edition (Thomson Reuters (Legal) Limited 2010)** state as follows:

“So far as the persuasive burden is concerned, the burden of proof lies upon the party who substantially asserts the affirmative of the issues. If, when all the evidence is adduced by all parties, the party who has this burden has not discharged it, the decision must be against him. It is an ancient rule founded on considerations of good sense and should not be departed from without strong reasons.”

- 4.3. Further, the learned authors of **Phipson on Evidence**, continue in paragraph 6-06 at page 151 state as follows:

“This rule is adopted principally because it is just that he who invokes the aid of the law should be first to prove his case; and partly because, in the nature of things, a negative is more difficult to establish than an affirmative. The burden of proof is fixed at the beginning of the trial by the state of the pleadings, and it is settled as a question of law, remaining unchanged throughout the trial exactly where the pleading place it, and never shifting in deciding which party asserts the affirmative, regard must be had to the substance of the issue and not merely to its grammatical form; the latter the pleader can frequently vary at will.”

- 4.4. In light of the above, the question I am faced with is has the Plaintiff proved her allegations/claims to the required standard? I shall first deal with the claim for defamation.

- 4.5. Lord Atkin in the case of **Sim v Stretch [1936] 2 All ER 1237⁵** defined defamation as follows:

“A defamatory statement is one which injures the reputation of another by exposing him to hatred, contempt or ridicule, or which tends to lower him in the esteem of right-thinking members of society.”

4.6. Further, the learned author **Carter-Ruck on Libel and Slander** at page 35 states as follows:

“In any action for defamation, whether it be libel or slander, the Respondent must prove that the matter complained of:

- 1. Is defamatory (defamation)***
- 2. Refers to the Respondent (identification) and;***
- 3. Has been published to a third person.”***

4.7. The Court of Appeal in the case of **Muvi TV Limited v Charity Katanga Appeal No. 77 of 2018⁵** at J 27- J28 had the following to say:

“...However, as agreed by counsel, what must be proved by a Claimant are the following elements:

- 1. The statement must be defamatory;***
- 2. The statement must refer to the claimant, viz identify him/her;***
- 3. The statement must be published, that is, communicated to at least one person other than the claimant”.***

4.8. A perusal of the record does not reveal any defamatory statement relating to the Plaintiff communicated to a third person. What the Plaintiff refers to as a defamatory statement is the fact that the Defendant reported/laid a complaint with/to the Police the offence of theft. Further, the Plaintiff claims that she was interrogated by

the Defendant in public but no evidence was adduced to prove this. The Plaintiff failed to prove/show the ingredients for a claim of defamation to succeed. I therefore, find that the Plaintiff has not proved her claim as relates to defamation to the required standard. The Plaintiffs claims in i and iii fail.

- 4.9. The Plaintiff also claims that the Defendant unlawfully and unfairly terminated her contract of employment. The Supreme Court in the case of **Etson Banda and Another v The Attorney Appeal No. 42 of 2016⁶** held:

*“The above excerpts only go to underscore the fact that, there are only two broad categories for dismissal by an employer of an employee, it is either wrongful or unfair. ‘Wrongful’ refers to a dismissal in breach of a relevant term embodied in a contract of employment, which relates to the expiration of the term for which the employee is engaged; whilst ‘unfair’, as stated at paragraph 757 of Halsbury’s Laws of England, refers to a dismissal in breach of a statutory provision, where an employee has a statutory right not to be dismissed. Hence, as Michael Jefferson, further observes, ‘a loose reference to the term ‘unlawful’ to mean ‘unfair’ is strictly speaking, in employment parlance, incorrect and is bound to cause confusion.’ The learned author, Judge W.S. Mwenda clarifies on the two broad categories, in her book **Employment Law in Zambia: Cases and Materials, (2011), revised edition, UNZA Press, Zambia at page 136. She***

opines that, in our jurisdiction, a dismissal is either wrongful or unfair, and that wrongful dismissal looks at the form of the dismissal, whilst unfair dismissal is a creation of statute”.

4.10. The Plaintiff in her submissions states that the Defendant ought to have brought evidence before Court to prove the shortages in order to justify the termination. I must state from the onset that the burden of proving that the termination was wrongful/unfair lies on the Plaintiff throughout the prosecution and the Defendant has no obligation to disprove the facts asserted by the Plaintiff. The Defendant will only have the obligation to prove its defence if the Defendant asserts an affirmative defence which goes beyond mere denial. The case of **Hightech Logistics Limited v Ugondo Italian Style Limited Appeal No. 80/2020**⁷ refers.

4.11. The Plaintiff was summarily dismissed, the dismissal which the Plaintiff considers to have been unfair. The **Employment Code Act in Section 50** provides as follows:

“50. (1) An employer shall not dismiss an employee summarily

except in the following circumstances:

(a) where an employee is guilty of gross misconduct inconsistent with the express or implied conditions of the contract of employment;

- (b) for wilful disobedience to a lawful order given by the employer;*
- (c) for lack of skill which the employee, expressly or impliedly, is warranted to possess;*
- (d) for habitual or substantial neglect of the employee's duties;*
- (e) for continual absence from work without the permission of the employer or a reasonable excuse; or*
- (f) for a misconduct under the employer's disciplinary rules where the punishment is summary dismissal.*

4.12. The Defendant in a letter dated October 20th, 2020 summarily dismissed the Plaintiff for gross misconduct for failure to account for the sum of ZMW 72, 510.00 on Stanbic ATM 77, Monze. I am of the considered view that the dismissal of the Plaintiff by the Defendant is in accordance with **Section 50(1)(a) of the Employment Code Act** and therefore, cannot be considered unfair. I also do not find the termination to be wrongful as the Plaintiff has not proved the breach of a relevant term in the contract of employment as relates to the termination. A further perusal of the evidence on record does not reveal a breach of clause 8 of the contract of employment appearing at page 7 of the Defendant's bundle of documents.

4.13. The Plaintiff has failed to prove her case on a balance of probabilities therefore, her matter fails in its entirety.

5. CONCLUSION

- 5.1. For the foregoing, I find that the Plaintiff's case fails in its entirety.
- 5.2. Each party shall bear its own costs.
- 5.3. Leave to appeal is granted.

DELIVERED AT LUSAKA ON FEBRUARY 3RD, 2026.



S. CHOCHO
HIGH COURT JUDGE

