

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

2023/HP/1313

BETWEEN:



MUHAMMAD RIYAZ MULLA

PLAINTIFF

AND

**ABDULLAH ABDIAZIZ FARAH
AL-AZIZ LOGISTICS LIMITED**

**1ST DEFENDANT
2ND DEFENDANT**

**BEFORE HON. MRS. JUSTICE G.C. CHAWATAMA
ON 25TH JUNE, 2025 - IN CHAMBERS**

For the Plaintiff : *Mrs. N.N. Mbao & Ms. R. Samajomba – Nkusuwila
Nachalwe Advocates*
For the Defendant : *Mr. M. Zaza – Messrs. Ilunga & Company*

JUDGMENT

CASES REFERRED TO:

1. *Royal British Bank V Turguant 1843 to 1860 ALL ER reprint 435 A UK*
2. *Bata Shoe Company V Vinmas Limited (1993-1994) ZR 136*
3. *National Airport Corporation Limited V Zimba and Another 2000 (ZR) 154*
4. *National Drug Company Limited and Zambia Privatization Agency V Mary Katongo Appeal No. 79/2001*

LEGISLATION AND OTHER WORKS REFERRED TO:

1. *The Companies Act of No. 10 of 2017*
2. *Chitty on Contracts, Volume 2, Specific Contracts, by H.G Beale; General Editor, Thomson Reuters (Legal) Limited, London, trading as Sweet and Maxwell at page 39*
3. *Author P. Richards on Law of Contract states on page 113*

This matter was filed on the 1st August, 2023 by way of writ and summons and statement of claim. The Plaintiff a businessman in claiming from the Defendant who is a business colleague and debtor the following:

- 1. An order for the payment of the outstanding sum of twenty thousand, two hundred and fifty thousand United States Dollars (USD20,250.00) owed to the Plaintiff by the Defendants pursuant to a loan agreement dated 24th May, 2023 and subsequently reduced into an acknowledgement of Debt and undertaking to pay dated 12th July, 2023*
- 2. Interest*
- 3. Any other relief the court may deem fit*
- 4. Legal costs for and incidental to this action.*

On the 15th August, 2023 the 1st and 2nd Defendants filed a Memorandum of Appearance and defence. Stating that the 2nd Defendant a company registered under the Laws of Republic of Zambia was neither a party to any agreements made between the Plaintiff and the 1st Defendant or a beneficiary thereof. That as far as the 1st Defendant is concerned that at the date commencement of this Court action only the sum of USD6,750.00 was duo under the Deed as the cause of action in respect of the second and third instalment had not arisen.

That the 1st Defendant shall aver that the Plaintiff in breach of the Deed and as evidenced by this Court action was demanding for the payment of the enter USD20,250.00 yet only the July instalment was payable. That the 1st Defendant shall aver that the Plaintiff is not entitled to any of the reliefs sought as the course of action in respect of the second and third instalment had not arisen at the date of this court action. That the 2nd Defendant shall further aver that premised on privity of contract, it is not liable to the Plaintiff at all.

The 2nd Defendant in the counterclaim averred that as a non party to the loan agreement or the Deed which is any event superseded the loan agreement, the pledge of the volvo truck was null and void ab intio.

That in the premise, the 2nd Defendant as against the Plaintiff seeks the following reliefs:

1. *An order that the pledge of the volvo trucks as collateral was null and void ab intio.*
2. *Immediate return of the white books relating to volvo trucks with registration numbers BCD 3204ZM and AJE 3150m,*
3. *Costs and*
4. *Any other relief the court may deem fit.*

In the reply and defence to counter claim averred as follows save in so far as the same consists of admissions the Plaintiff joins in issue with the Defendant upon their defence.

DEFENCE TO COUNTERCLAIM.

The Plaintiff averred that the 2nd Defendant was party to the loan agreement dated 20th April, 2023 on account that the 1st Defendant as its Director contracted the loan.

That the Managing Director of the 2nd Defendant entered into the loan agreement in that capacity and surrendered the 2nd Defendants' motor vehicles white books as security for the loan.

That the 2nd Defendant is a corporate legal person and can only act through its Director the 1st Defendant. That therefore the 2nd Defendant was bound to the loan agreement by the 1st Defendant in his capacity as Director as shown in the loan agreement.

That there was no breach of the Deed as alleged because the Plaintiff was merely exercising his contractual rights as creditor under the loan agreement. That the loan has fallen due and the Plaintiff was within his rights to enforce the payment of the same. That the pledge of the volvo trucks as security for the loan was valid.

The Plaintiff was heard on the 25th June, 2024. It was his testimony that on the 20th April, 2023 the Defendant obtained a loan from him for fifteen thousand United States Dollars (USD15,000.00) payable on the 20th May, 2023 with interest of 35%. Exhibited as proof of this was the document at pages 1-3 of the Plaintiff's bundle.

That the Defendant honoured the terms of the loan agreement and repaid the money in full with interest. Another loan agreement dated 22nd May, 2023 on the same terms and conditions. Exhibited at pages 4-5 of the Plaintiff's bundle is the loan agreement.

According to the witness as security, the Defendants pledged two volvo trucks. The registration numbers of the trucks were BCD 3204ZM and AJE 3150 ZM properties of the 2nd Defendant. The White Books of the trucks were surrounded to the Plaintiff and were produced at pages 6 and 7 of the Plaintiff's bundle of documents.

That the Defendants undertook and promised to settle the principal loan amount on or before the 12th June, 2023 with interest of 35% bringing the total payments amount to twenty thousand two hundred and fifty United States Dollars.

The Plaintiff pointed out that he was not a money lender within the meaning of the Money Lender Act Chapter 398 of the Laws of Zambia. That he however, advanced the Defendant's money.

That the Defendants defaulted on the payments as agreed. It was his testimony that demands were made for the settlement of the debt. What followed was a Deed of Acknowledgement of debt and an undertaking to pay which suspended the previous loan agreement. That the same was executed on the 12th July, 2023. Exhibited were the documents at page 8-12 of the Plaintiff's bundle of documents related to the agreement.

That it was agreed by the parties that the amount owed would be paid as follows:

- 1. USD 6,750.00 on or before 17th June, 2023*
- 2. USD 6,759.00 on or before 14th August, 2023*
- 3. USD 6,750.00 on or before the 18th September, 2023*

That despite these undertakings, the Defendant have failed or neglected to honour their obligations. Further that the Defendants have caused him loss, damage and inconvenience by depriving him of the use of his money. That he has incurred costs in pursuing the recovery of his money.

When cross examined the Plaintiff informed the Court that he was an Accountant. He denied losing money to different people. That he lent money to the Plaintiff whom he considered as a friend. That he was someone he has associated with for a long time and the two played football together. That the loan agreement that the parties

signed was drafted by Eddie Mwale who once worked for his lawyers.

The Plaintiff denied that the company approached him to ask for a loan. That there are no minutes that as proof that the company requested for a loan.

It was his testimony that he knew that if a company wants to procure a loan it is done via its Directors. However, that it was not all the time that there should be a resolution in order to obtain a loan.

The witness informed the Court that he was not aware that without a resolution one cannot use company property as collateral for a loan.

The Plaintiff testified that he was aware that the company is a legal entity a person at law. However, he was not aware that property of the company and liability does not extend to its Directors. Nor that Directors liability does not extend to the company.

When asked concerning a licence to enable him lend money he stated he was not aware he should have a licence nor that he is supposed to be a money lender.

DW1 was **Abdullah Abdi-Aziz Farah**. It was his testimony that he borrowed \$15,000.00 from the Plaintiff at an interest rate of 35% for his personal business. That the loan was not taken in his capacity as a Director of Al-Aziz Logistics Limited.

That the 2nd Defendant company requires a company resolution signed by its Directors for one to borrow money from any lender or institution. That this meant that property belonging to the 2nd Defendant as a result of the agreement must be discharged. That he had no authority written or otherwise to use the 2nd Defendant's property as collateral.

It was his position that he was acquainted with the Plaintiff. That the Plaintiff was a money lender and they had prior friendship or business relationship.

It was his testimony that on the 24th May, 2024 the Plaintiff advanced him a loan under a commercial contract which stipulated that he would repay the principal sum of USD15,000.00 plus interest of USD5,250 by June, 12th May, 2023.

That he was unable to settle the loan and brought this to the attention of the Plaintiff. It was agreed that the loan be restructured. This resulted in the preparation of a Deed of Acknowledgment of Debt dated 12th July, 2023. That the

restructured repayment terms meant that he was to pay the USD20,250.00 in three monthly instalments of USD6,500.00.

Further that upon executing the Deed, the Plaintiff demanded payment of the interest sum of USD5,250 leaving a balance of USD15,000.00.

That he paid the Plaintiff USD5,511 which included the outstanding balance from their previous transaction. That this payment was made through Eddie Mwale the Plaintiff's lawyer and friend. That Mr. Mwale acknowledged receipt and confirmed that he had handed over the money to the Plaintiff.

That by the time the Plaintiff commenced these proceedings the only outstanding sum of USD6,500.00 according to the Deed of Acknowledgement of Debt. That the Plaintiff's commencement of the legal action frustrated and breached the terms of the Deed, as he had not defaulted on any repayments.

When cross examined **DW1** informed the Court that the relationship he shared with the 2nd Defendant is that he was a Director. That his duties and responsibilities in the company are that of Director operations. He looks into the performance of drivers and the administration of the company.

That as a Director depending on the type of contract at hand may sign. That on the 12th July he executed a Deed of Acknowledgement of Debt.

The witness identified the document at page 8 of the Plaintiff's bundle as the Deed of Acknowledgement of Debt that he executed. He acknowledged that the execution meant that the debt was acknowledged and the undertaking of payment effected.

That he was acknowledging the debt owed to Muhammad Riyaz Mulla. That the sum owed was USD20,250.00.

He accepted that at the time he signed a loan agreement which he signed. He was referred to clause 2 which he read out. He confirmed that he entered into the loan agreement as Director. He identified a name at page 2 at the bottom and stated that there was not his name.

That he signed as Director on his own behalf. That he signed in his name despite his occupation as Director.

He denied that clause 2 found at page 1 shows the agreement was not between the Company and the Plaintiff. That what it means is that he is a Director and he signed as a Director of the company.

It was his evidence that he could not confirm that the money went to the 2nd Defendant. He however confirmed that according to the agreement the repayment was of USD20,250.00. Further that the loan was payable on the 20th May, 2023.

He denied that on the 20th May, 2023 the 2nd Defendant paid back the money. He however, admitted that he collateral he provided were two white books belonging to the company Al-Aziz Logistics Limited. That at page 4 and 5 of the agreement shows he was acting.

He admitted that the debt he acknowledged in the Deed is the same as the one in the documents at pages 1-4 for a loan in the same amounts. That as for the collateral the white books belonging to the 2nd Defendant were not stolen from the 2nd Defendant.

He denied confirming that the 2nd Defendant gave him the White Books. That he gave the Plaintiff the White Books to the Plaintiff in his personal capacity. That he took the White Books and gave them to the Plaintiff.

When referred to his written statement the witness informed the Court that he needed authority to borrow. That as a company there was need to communicate with other Directors on what he can do as a Director representing the Company.

That to come to Court he had authority to speak on behalf of the company. That he did not have proof of the authority given that he was referring to.

With respect to paragraph 9 of his witness statement Eddie Mwale was not on the list of witnesses. Further that he did not exhibit anything to show that he had paid Eddie Mwale the amount referred to in paragraph 9 thus there was no way the Court will know that he paid this money.

The witness informed the Court that the money he received he used for personally. That it was not his intention to deceive the Plaintiff when he borrowed the money. That he gave the Plaintiff the two white books because the Plaintiff asked for collateral.

That at the time he obtained the loan he did not have anything to provide as collateral. That he did not tell the Plaintiff that he did not have authorities to sign.

The Court is grateful to Counsel for the Plaintiff for their closing submissions filed on the 15th July, 2024. It was submitted that the 1st Defendant neither furnished the Plaintiff with any written authority when signing the loan agreement nor when he testified on behalf of the 2nd Defendant during trial.

The Court was referred to **section 23 of the Companies Act of No. 10 of 2017** which provides as follows:

1. *“A person dealing with the company or any person who has acquired rights from the company, in good faith, shall not be prejudiced the company or a guarantor or an obligation of the company by reason only that-*
 - a) *The articles have not been complied with;*
 - b) *A person named as Director of the company in the most recent notice received by the Registrar is not-*
 - i. *A director or an employee of the company;*
 - ii. *Duly appointed; or*
 - iii. *Authorized to exercise powers performed by a Director or executor or executive officer;*

or

 - c) *A Director, nominee or Chief executive officer of the company acted fraudulently or forged a document, that was signed on behalf of a company.*
2. *Subject to subsection (3), a document executed on behalf of a company by a Director, nominee or Chief executive officer of the company with actual authority to execute the document, shall be valid*
3. *A document specified in subsection (2), shall be void if, at the time the document was executed, a person dealing with the company or acquired rights from the company, knew or ought to have known, by virtue of that person’s relationship with the company, of the facts specified in subsection (1).*

It was further submitted that section 23 cited above was enacted to protect third parties against internal management irregularities. It was contended that the Plaintiff acted in good faith and thus should not be prejudiced by reason only that the 1st Defendant had no written authority to act on behalf of the 2nd Defendant. That the

Court should take note that the underlying principle in clause (3) concerns the knowledge of the third party.

That the 1st Defendant held himself out as an authorized officer of the 2nd Defendant company. That the Plaintiff did not know that the Director acting on behalf of the company was not duly authorized. That the court should take into consideration that the 1st Defendant produced White Books for volvo trucks property of the 2nd Defendant when the Plaintiff demanded collateral for the loan.

The Court was referred to ***Chitty on Contracts, Volume 2, Specific Contracts, by H.G Beale; General Editor, Thomson Reuters (Legal) Limited, London, trading as Sweet and Maxwell at page 39*** with reference to Internal Management Irregularities as The Indoor Management Rule and explains it as follows:

“Where the person acting for the company could have been authorized, and either was specifically held out as authorized or acted within the usual authority of the company agents of that type the third party might be entitled to assume that procedures for authorization had been complied with”.

I was referred to the case of ***Royal British Bank V Turguant 1843 to 1860 ALL ER reprint 435 A UK¹*** company law case that held that:

“People transacting with companies are entitled to assume that internal company rules are complied with, even if they are not. This is the indoor management rule or the rule in Turguant’s case. It seeks to the rights of Bonafide third parties”.

It was submitted that the principle in *Royal British V Turguant* was adopted in the case of *Bata Shoe Company V Vinmas Limited (1993-1994) ZR 136²* and it was held that:

“Where an Innocent third party acquired rights in land, the company cannot avoid an order for specific performance by pleading constructive notice of the lack of a special resolution allowing the sale of land at more than a certain minimum price. In this case, the position we took is that a purchaser of land from the Appellant was not obliged to investigate if the representative of the Appellant had authority to sell the property to it.”

My attention was drawn to the fact that the exact position was taken in the case of *National Airport Corporation Limited V Zimba and Another 2000 (ZR) 154³* as follows:

“An outsider dealing with a company cannot be concerned with any alleged want of authority when dealing with a representative of appropriate authority or standing for the class or type of transaction”.

Among other things it was submitted that the connection the 2nd Defendant company has to the loan agreement has been established. That the 2nd Defendant is liable to the Plaintiff on the terms of the loan agreement dated 20th April, 2023 and 22nd May, 2023 and should be ordered to pay the outstanding sum of twenty thousand, two hundred and fifty thousand USD (USD20,250.00) owed to the Plaintiffs by the Defendants. That should the Defendants fail to do so, an order that the securities be surrendered

to the Plaintiff for disposal in order to recover the outstanding loan together with interest and all legal costs of and incidental to this action.

I was referred to the case of ***National Drug Company Limited and Zambia Privatization Agency V Mary Katongo Appeal No. 79/2001***⁴ where the Court observed:

“It is trite law that once the parties have voluntarily and freely entered into legal contract, they become bound to abide by the terms of the contract and that the role of the Court is to give efficacy to the contract when one party has breached it by respecting, upholding and enforcing the contract.”

I was referred to what the Learned ***Author P. Richards on Law of Contract states on page 113*** that:

“Where a person fails to perform their side of the contract then subject to the mitigating factors, they will be in breach of contract. A breach of contract will always give rise to a claim in damages, no matter how minor or serious the nature of the breach”.

The undisputed facts of this case are as follows:

- *That on the 22nd May, 2023, the Defendants obtained a loan from the Plaintiff of USD15,000.00.*

- *That it was agreed that the loan borrowed would be paid after a month that is the 22nd June, 2023 at a 35% interest. Meaning that the amount to be paid back was USD20,250.00.*
- *That the loan agreement was signed by the 1st Defendant a Director in the 2nd Defendant company.*
- *That according to the agreement there was provision for collateral. The exact wording of this part of the agreement was as follows:*

- ✓ *Loan agreement created on 22nd May, 2023 between Muhammad Riyaz Mulla of National Registration Card number 902364/10/2 as the LENDER and Abdullah Abdiaziz Farah of passport Number P00685371 as the BORROWER.*

- ✓ *I Abdullahi Farah Abdi Farah of passport Number P00685371, in my capacity as Director of AL-AZIZ LOGISTICS LIMITED today on the date of 22nd May, 2023 have taken a loan from Muhammad Riyaz Mulla of National Registration Card number 902364/10/2 amounting to \$15,000.00 (Fifteen Thousand United States Dollars only) or kwacha*

equivalent at the rate on the day of the signing of this agreement.

- ✓ *I promise to pay this loan back on MONDAY, 12th June, 2023 with interest set at 35% of the principal loan amount and as such I shall pay the total amount of \$20,250.00 (Twenty Thousand Two Hundred Fifty United States Dollars Only) on or before the 12th of June, 2023 and not a day later.*
- ✓ *In the event that I delay or default on the repayment of the loan, I have put the following collateral to be legally executed upon:*
 - ✓ *Type of collateral: 2 trucks – white books*

The White Book details for the vehicles are as follows:

1. *OWNER: AL-AZIZ LOGISTICS LIMITED
REGISTRATION MARK: BCD 3204ZM
CHASISNUMBER: YV2ASO2C98B502596
ENGINE NUMBER: D13122802A1A
MAKE: VOLVO
MODEL NUMBER: 10398
COLOUR: WHITE
INTERPOL NUMBER: 10/1339*
2. *OWNER: AL-AZIZ LOGISTICS LIMITED
REGISTRATION MARK: AJE3150ZM*

CHASIS NUMBER: YV2ASWOC38B498163

ENGINE NUMBER: D13-115392

MAKE: VOLVO

MODEL NUMBER: 10342

COLOUR: WHITE

INTERPOL NUMBER: 66/01

SPECIAL CONDITIONS AS FOLLOWS:

1. *The original White Books of both vehicles will be in possession of Mr. Muhammad Riyaz Mulla (National Registration Number 902364/10/2 upon the signing of this agreement to hold in lien until the loan is paid back and will act as proof of collateral to be executed upon in the event of default by the BORROWER. In the event that full repayment of the loan is made in due time, both White Books shall be handed back to Abdullahi Farah Abdi Farah (Passport Number P00685371).*
 2. *The BORROWER will remain in possession of the vehicles for the duration of this loan.*
 3. *The BORROWER will provide the LENDER with all up-to-date copies of all relevant identify documents.*
 4. *The parties agree to carry out this agreement in good faith.*
 5. *This agreement shall be governed by the laws of the Republic of Zambia.*
- *That in the event that resulted in a delay or default on the repayment of the loan the collateral to be legally executed upon would be two trucks owned by AL-Aziz Logistics Limited. Both are white in colour registration mark BCD 3204ZM and AJE 3150ZM. As security for the loan.*

- *That there came a time when it became necessary to put in place an acknowledgment of debt. To this end a Deed of acknowledgment of debt and undertaking to pay dated the 12th July, 2023 was duly signed.*

The Plaintiff's case against the Defendant pertains to failure to settle the debt as contained in the contract signed on the 22nd May, 2023.

The 2nd Defendant has not agreed to being part of the contract nor to pledging of the volvo trucks as collateral nor have the Defendants agreed to any of the claims that have been prayed save for an acknowledgement of debt through their previous Advocates' consideration and decision of the court.

I have carefully considered the evidence of the parties in this case. As already stated, the main grievance of the Plaintiff is the failure on the part of the Defendant(s) to settle the debt as contained in the contract signed on the 22nd May, 2023.

It is settled law that a breach of contract arises where a party violates a term of a contract to the detriment of the other party.

The definition of a breach of contract was aptly stated by the learned Authors of ***Black's Law Dictionary 8th Edition at page 200*** where they defined it as follows:

“A violation of a contractual obligation by failing to performing one’s own promise by repudiating it or interfering with another party’s performance”.

Where there is in existence a valid contract between the parties. The role of the Court is simply to enforce it. In the case of **Zesco Limited V Edward Angel Kahale**⁵, the Court of Appeal held as follows:

“The general principle is that parties are bound by whatever terms and condition they set for themselves. As a Court, we are bound to enforce contracts which have been freely and voluntarily entered into by contracting parties as articulated in Colgate Palmolive (2) Inc V Shemu and Others Appeal No. 11 of 2005.”

Further the Supreme Court in the case of **Henry Nsama and Others V Telecommunications Company Limited**⁶ cited with authority the case of **Trollop and Coils Limited V North Western Metropolitan Regional Hospital Board**⁷ and went on to hold in part:

“The basic principle is that the Court does not make a contract for the parties. The Court will not even improve the contract which the parties have made for themselves however desirable the improvement might be. The Court’s function is to interpret and apply the contract which the parties have made for themselves”.

In arriving at my decision, I bore in mind that a valid contract creates reciprocal rights and obligations between the parties to it. Thus, where one party to a contract fails to perform his or her obligation or performs them in a way that does not correspond with

the agreement the guilty party is said to be in breach of the contract and the innocent party is entitled to a remedy.

Before me is a valid contract whose terms the parties agreed to and signed. There is no evidence before me that the contract was not voluntarily and freely entered into. Meaning the parties to the contract are bound to abide by the terms of the contract and my role is simply to give efficacy to the contract when one party has breached it.

The failure on the Defendant(s) to settle the debt as contained in the contract amounts to a breach. The Defendant(s) violated the term of the contract is not settling the loan on or before the 12th June, 2023 and not a day later as stated in the loan agreement. Clearly the Defendant(s) failed to perform their own promise.

When the Plaintiff dealt with the 1st Defendant, he did so on behalf of the company that is the 2nd Defendant. There is no evidence before me to suggest that when the 1st Defendant executed the contract, he did not do so without the actual authority to enter into the contract.

The Plaintiff acted in good faith when he entered into the contract with the 1st Defendant whom he did not doubt was acting on behalf of the 2nd Defendant. In the second paragraph of the contract, it is clear that the 1st Defendant was acting in his capacity as Director

of Al-Aziz Logistics Limited. The same contract contained a clause that in the event of delay or default on the repayment of the loan the 1st Defendant puts the following collateral to be legally executed upon. This is where the two trucks come in.

The special conditions which I have already referred to point to the fact that the two trucks were proof of collateral and that the 1st Defendant had the power and authority when he signed the contract as Director of the 2nd Defendant to use the two trucks as proof of collateral.

The Court holds the view that the Plaintiff when transacting with the 1st Defendant and 2nd Defendant was entitled to assume that internal company rules were complied with even if they were not. The indoor management rule seeks to protect persons like the Plaintiff from exactly what the 1st Defendant and 2nd Defendant see as an easy way out for them.

My duty is simple and that it is to give efficacy to the contract which the 1st and 2nd Defendant have breached by enforcing the contract. When all is said and done on the 22nd May, 2023, the Defendants obtained a loan from the Plaintiff of USD15,000.00. The loan was to be secured by a lieu over two volvo trucks whose registration numbers are BCD 3204 ZM and AJE 3150 ZM together with their respective White Books. That the Defendant undertook to settle the loan amount on or before 12th June, 2023 with interest set at 35%

of the principal loan amount bringing the total amount to USD 20,250.00.

That when the Defendants failed to honour the contract and the deed of acknowledgement of debt superseded the previous loan agreement. That the Defendants have failed, neglected and or refused to settle the loan instalment amount owed to the Plaintiff and dishonoured the payment plan which was binding on the parties.

The Court makes the following order:

1. *For the payment of the outstanding sum of twenty thousand two hundred and fifty thousand United States Dollars (USD20,250.00) owed to the Plaintiff by the Defendant pursuant to a loan agreement dated the 24th May, 2023 and subsequently reduced into an acknowledgement of debt and undertaking to pay dated the 12th July, 2023.*
2. *Interest at the current deposit rate from the date of writ up to this judgment and thereafter at the current lending rate up to the date of payment*
3. *I award costs to the Plaintiff to be taxed in default of agreement.*
4. *In the event that the amount is not paid the Court Orders the sale of the collateral property namely two (02) Volvo trucks whose registration numbers are BCD 3204 ZM and AJE 3150 ZM which were secured by lien until the debt is fully settled*

upon the understanding that the same will be executed upon in the event of default on the part of the Defendants. Should the sale of the trucks not fully settle the debt the Plaintiff is at liberty to apply to seek a deficiency judgment against the debtor for the remaining balance.

DELIVERED AT LUSAKA ON THIS 13TH DAY OF MARCH, 2025.



**G.C. CHAWATAMA
HIGH COURT JUDGE**