

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

2022/HP/1172

BETWEEN:

EBEN TRADES INVESTMENTS LIMITED

AND

**KECHAS GENERAL DEALERS LIMITED
KEMMY CHAANDE**

PLAINTIFF**1st DEFENDANT****2nd DEFENDANT**

**BEFORE HON MRS JUSTICE S. KAUNDA NEWA IN CHAMBERS THIS 9th DAY
OF FEBRUARY, 2026**

For the Plaintiff : Mr J Tembo, Messrs Bancroft Legal Practitioners

For the Defendants : 2nd Defendant in person

R U L I N G

LEGISLATION REFERRED TO:

1. *The Rules of the Supreme Court of England, 1965, 1999 Edition*
2. *The Debtors Act Chapter 77 of the Laws of Zambia*

1. INTRODUCTION

1.1 In a Ruling dated 24th April, 2025, following the examination of the 2nd Defendant, Kemmy Chaande as a Judgment Debtor, I stated as follows:

“As for the purpose of the examination, the explanatory notes in Order 48/3/12 of the said Rules of the Supreme Court of England state the following:

“An examination under this rule "is not only intended to be an examination, but to be a

cross-examination and that of the severest kind," and is not confined to answering the simple question "what debts are owing," but the debtor must answer all questions "fairly pertinent and properly asked" with a view of ascertaining what debts are owing to him, and from whom they are due and must give "all necessary particulars to enable the plaintiff to recover under a garnishee order"

In this matter, Kemmy Chaande has not produced any books of accounts, as well as bank statements for Kechas General Dealers Limited. His evidence in cross examination, was that the roller equipment is being shared by Kechas General Dealers Limited and the Citizen's Economic Empowerment Commission who have obtained Judgment for possession of the equipment, although it is still in his possession.

Kemmy Chaande by the cross examination, did not establish how much money is being received from the business and how it is being shared with the Citizens Economic Empowerment Commission, which would have enabled me to establish whether Kechas General Dealers Limited and Kemmy Chaande have the means to pay the Judgment sum and have just neglected to do so.

Further, while Kemmy Chaande stated that Kechas General Dealers Limited is owed K309, 000.00 by Collins Mucho, and that the matter is still in Court, he did not produce any evidence to show the same. He did not explain what the K300.00 that he sometimes receives from Mr Kumar as deposed to in the affidavit of means, is for.

As such, Kechas General Dealers Limited and Kemmy Chaande have not provided proof of their means to pay the Judgment sum.”

1.2 I concluded as follows:

“In view of the above, I direct that the current bank statements and books of accounts for Kechas General Dealers Limited, as well as the lease agreement with Zambia Railways Limited for the property that Kechas General Dealers Limited is renting, and a statement of the rentals owed shall be filed in Court by 21st May, 2025. Failure to do so, shall amount to Kemmy Chaande being in contempt of Court and a warrant shall issue for his arrest.

On the books of accounts, bank statements, the lease agreement and statement of the amounts owed to Zambia Railways as rent being filed into Court, I will make a further appropriate Order. Costs shall be in the cause.”

- 1.3 A bundle of documents was subsequently filed which contains the above stated documents.

2. DECISION OF THIS COURT

- 2.1 I have considered the bundle of documents. At page 1 of the said bundle of documents, is a bank account statement for Kechas General Dealers which is held at Indo Zambia Bank in Kabwe. The balance in the account as at 1st May, 2025 was K32, 817.57.
- 2.2 At page 2 of the said bundle of documents is a lease agreement that Kechas General Dealers executed with Zambia Railways Limited on 13th May, 2009. The monthly rentals payable under the lease were stated as K650.00.
- 2.3 A further lease was executed on 21st March, 2016. There is an account statement for the lease which shows that as at 4th January, 2025, the rentals due for payment were in the sum of K20, 000.00.
- 2.4 The Judgment sum due in this matter, is K220, 000.00 with interest thereon and costs. Kemmy Chaande proposed to be paying K1, 500.00 a month towards the Judgment sum.
- 2.5 The bank statement for Kechas General Dealers shows that as at 1st May, 2025 the balance in the account was K32, 817.57.
- 2.6 What can be noted from the bank statement was a credit of K11, 422.02 into the account from the Ministry of Finance on 13th July, 2023, which increased the balance to K32, 317.57 from K23, 895.55. After that, there were only debits of K100.00 a month for account maintenance.

- 2.7 What this entails is that there was very little, if any, any income going into the account. However, the account as at 1st May, 2025 had K32, 817.57. No payment was made from that money towards satisfying the Judgment Debt in this matter.

3. CONCLUSION

- 3.1 Kechas General Dealers Limited having some means to pay the Judgment sum has not made any efforts to do so.
- 3.2 ***Section 7 of the Debtors Act Chapter 77 of the Laws of Zambia*** states that:

“7. For the purpose of section four, the court may direct any debt due from any person in pursuance of any order or judgment of that or any other competent court to be paid by instalments, and from time to time rescind or vary such order.”

- 3.3 In order that Ebens Trades Investment Limited should recover the Judgment sum, I Order that Kechas General Dealers Limited shall liquidate the Judgment sum in monthly instalments of K8, 000.00 commencing the 27th February, 2026 and thereafter on every 30th day of each month until full and final payment.
- 3.4 Should any instalment which is due to be paid not be paid, in line with ***Section 4 of the said Debtors Act*** which provides that:

“4. Subject to the provisions hereinafter mentioned and to prescribed rules, any court may commit to prison for a term not exceeding six weeks, or until

payment of the sum due, any person who makes default in payment of any debt or instalment of any debt due from him in pursuance of any order or judgment of that or any other competent court:..”,

- 3.5 Kemmy Chaande shall be sent to prison for a term of six weeks at Ebens Trades Investments Limited's cost, which shall be recovered as costs in the proceedings.
- 3.6 Each default and service of a term of imprisonment shall not amount to a discharge of debt. Kechas General Dealers Limited and Kemmy Chaande shall only be discharged from liability on full payment of the Judgment sum.
- 3.7 Costs of the application go to Eben Trades Investments Limited which shall be taxed in default of agreement. Leave to appeal is granted.

DATED AT LUSAKA THE 9th DAY OF FEBRUARY, 2026


**S. KAUNDA NEWA
HIGH COURT JUDGE**

