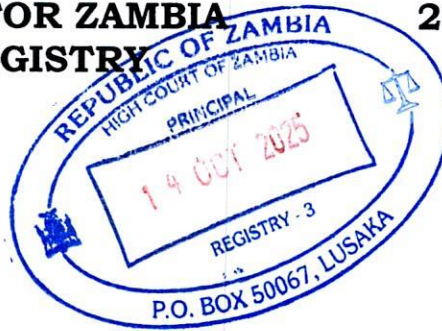


**IN THE HIGH COURT FOR ZAMBIA
AT THE PRINCIPAL REGISTRY
HOLDEN AT LUSAKA**
(Civil Jurisdiction)

2024/HP/0613



BETWEEN:

LIBYAN AFRICAN INVESTMENT COMPANY (Z) LIMITED PLAINTIFF

AND

SHUKRI ESIDIEG AHMED ELJAIEDI DEFENDANT

**BEFORE: HONOURABLE, LADY JUSTICE G. C. CHAWATAMA IN
CHAMBERS ON THE 09TH MAY, 2025**

For the Plaintiff : No Appearance
For the Defendant: Mr. W. Phiri from Messers Miyanda Williams Legal
Practitioners
Mr. B. Hatoombu from Messers Muleza Mwimbu and
Company

RULING

CASES REFERRED TO:

1. Anderson Kambela Mazoka, Lt general Christon Tembo, Godfrey Kenneth Miyanda v Levy Patrick Mwanawasa, the Electoral Commission of Zambia, the Attorney General (2005) Z.R 138
2. Nico Coultis Transport Limited v Buks haulage Limited Appeal no. 65 of 2021
3. Mundia v Sentor Motors Limited (1982) ZR 66
4. Mutambo and 5 others v the People (1965) ZR 24
5. Christopher Lubasi Munida v Sentor Motors Limited (1982) Z.R.66
6. Kapembwa v Maimbolwa and Another S.C.Z Judgment 4 of 1981

LEGISLATION AND OTHER WORKS REFERRED TO:

1. The High Court Rules Chapter 27 of the laws of Zambia
2. The Rules of the Supreme Court (Whitebook) 1999 edition.

1.0 INTRODUCTION

- 1.1 When this matter came up for trial and Gregory Chola, **PW1**, attempted to produce his witness statement for admission into evidence, counsel for the Defendant raised an objection to expunge the allegedly unpleaded and hearsay evidence from the witness statement. This Court directed the parties to file written submissions on the objection raised.

2.0 THE DEFENDANT'S SUBMISSIONS

- 2.1 The Defendant began their submission by stating that the witness statement in issue was filed on 16th September 2024. That perusal of the same, the Defendant discovered that it contained several paragraphs of unpleaded matters and hearsay evidence. That is a legal commonplace that hearsay evidence and also evidence based on unpleaded matters is generally inadmissible. Counsel for the Defendant identified the paragraphs containing unpleaded matters as paragraphs 3,4,5,6,8,9,10,11,12,13,14,15,16,17,18,27,28,29,32,33,35,36, and 37. The said offensive paragraphs containing unpleaded matters are stated as follows:

3. ***Villa 9 was assigned as the villa to house the General/Managing Director for every given period, and therefore, no rentals were collected from Villa 9.***
4. ***That in or about the year 2015, the Defendant joined Libyan African Investment Company Limited,***

abbreviated as LAICO-Zambia, as then Managing Director, and Villa 9 was assigned to house him by the company owing to his position as Managing Director.

- 5. That when he joined as Managing Director, no lease was issued to him because it was the practice that each time a new Managing Director was appointed, they were assigned to villa 9 as their residence, and therefore no rentals or lease agreements were issued with regard to villa 9.*
- 6. That in or about the year 2018, the Defendant, who was still occupying office as Managing Director, mandated me to his office, stating that he was to enter into a lease agreement for the said villa 9, and he then requested me to witness the said lease agreement. The said lease is exhibited from pages 1 to 10 of the Plaintiff's bundle of documents.*
- 8. The Defendant's rentals were pegged at USD 500 as opposed to the USD 2,200 that was standardly charged to all other tenants, as can be seen exhibited on page 9 of the Plaintiff's bundle of documents.*
- 9. That the said lease agreement in 6 above was signed for and on behalf of LAICO-Zambia by the then Board Chairman, Ms. Jihan Faek Elkrikshi, and witnessed by Mr. Walied Aburaseen, and the Defendant signed on his own behalf and asked me to witness the said lease agreement on his behalf. This can be seen on page 10 of the Plaintiff's bundle of documents.*
- 10. That in or about 2021, the company had a structural management change, and we had a new board chairman and Managing Director, Mr. Tawfik Zanbo.*
- 11. With the new structural change in management, in or about February 2022, the Defendant was removed as*

Managing Director and replaced by Mr. Tawfik Zanbo who was also the Board Chairman and was engaged as an employee in the position of Administrator for a period of 1 year. The contract of employment is exhibited from pages 24 to 32.

- 12. That when the Defendant was engaged Administrator, his new contract of employment was signed for and on behalf of LAICO-Zambia Limited by Mr. Tawfik Zanbo as Board chairperson, and I witnessed the said employment contract on behalf of LAICO-ZAMBIA Limited as can be seen on page 32 of the Plaintiff's bundle of documents.*
- 13. That at the time, the said employment contract was executed and or rather signed by the Defendant himself and was witnessed by Mr. Peter Hachisaala, the accountant at LAICO-ZAMBIA Limited. This is exhibited on page 32 of the Plaintiff's bundle of documents.*
- 14. That a perusal of the new contract of employment, it showed that the Defendant was only entitled to a salary of USD 2,000 and other provisions as provided in the contract except that of accommodation or housing allowance as it was not mentioned expressly nor impliedly in his contract as can be (sic) seen from page 28 to page 32 of the Plaintiff's bundle of documents.*
- 15. It was also expected that because the new contract of employment did not express any intention to offer the Defendant any of the villas from the village to (sic) house the Defendant nor grant him allowance as was provided under his previous contract as Managing Director, it was expected therefore that he would move out of villa 9 to another premises.*
- 16. That it was my understanding that the Defendant was to move out of Villa 9 as he was no longer the Managing*

Director and the said role had been assigned to someone else.

- 17. In or about August 2022, the Defendant instructed to be issued with a receipt following that the Defendant informed me that he had paid USD 1,500 for the first quarter of 2014 as rentals for villa 9, a position I found odd considering that it was my understanding that villa 9 was the assigned residence for any incumbent top boss of the Plaintiff company and having being removed as Managing Director did not require him to pay rent that far ahead,*
- 18. That at the time of issuance of the receipt, we did not understand why the Defendant had made rental payments that far ahead, but because we could not question him, the receipt was issued.*
- 27. That in spite of the Defendant having been served with the letter of demand to vacate villa 9 and having been informed in writing that sic the Plaintiff was no longer renewing the lease, the Defendant still went ahead and made a deposit directly to our company's bank, but never produced this particular payment requesting to be issued with a receipt of any sort. An action I found odd.*
- 28. That following various correspondences, the Defendant continued to occupy villa 9, which to date he still occupies.*
- 29. That the Plaintiff's legal representative in May 2024 was instructed to inform the Defendant that there was renewed lease agreement in existence with the Defendant and that he avails his bank account details where the said ZMW 24,502.50 would be reverted, but the Defendant blatantly ignored and or never took heed, and therefore the Plaintiff was not able to refund him the*

said money. The letter is on page 17 of the Plaintiff's bundle of documents.

- 32. We both requested through the Managing Director that we be shown the said copy, following that at no point had (sic) he been asked by the Defendant to witness any such lease agreement before nor after he left LAICO-Zambia with regards to Villa 9.*
- 33. That to our surprise, when we had shown the document, I observed that a scanned copy of my signature was seemingly endorsed on the said document.*
- 34. A further perusal of the document showed that this lease was signed by Ms. Marilyn Mwamba who was no longer an employee of LAICO-Zambia at the purported date and that further, she had resigned in or about the year 2020 from her position as office Manager.*
- 35. It further surprised me that Ms. Marilyn Mwamba signed the said renewed lease as "Board Director" for and on behalf of LAICO-Zambia when all leases and contracts related (sic) to the Defendant were issued either by the incumbent Board Chairman as can be seen in the Defendant's contract of employment and his old agreement or an authorised person with power of attorney.*
- 36. Ms. Mwamba at that time would not have issued this lease as she was no longer an employee nor was she part of any structure related to LAICO-Zambia, following that she had left by resigning from her post as office manager in or about 2020.*
- 37. What was further odd was that our signatures were in scanned form and not original pen-signed signatures and the 2nd and last page of the lease seemed very different from the other pages in the document.*

38. *A further perusal of the purported lease showed that it had been filed with and registered with the Ministry of Lands in July 2022.*
39. *That to the best of my knowledge, I do not recollect the Defendant ever informing or asking me to witness any such lease as he customarily would whenever he required anything witnessed and therefore it was surprising that he had only produced this lease in his affidavit evidence in court but has to date continued to fail to produce the original document.*
40. *That I have never been aware or called by the Defendant, whether at LAICO-ZAMBIA or anywhere outside LAICO, by the Defendant to witness or sign any such document, and that in fact I did not even know of its existence until its production before this Honourable Court.*

2.2 Counsel also argued that the Defendant identified and has objected to the production of hearsay evidence in paragraphs 19, 20, 21, 22, 23, 24 and 25. The said paragraphs are:

19. *That in or about September 2022, I was informed that the Defendant's contract was to be cancelled following irregularities and misconduct of the Defendant while holding office as Managing Director and that he said contract was to being (sic) cancelled. This can be read from the letter sent to the Defendant on page 14 of the Plaintiff's bundles of documents.*
20. *It was my understanding that prior to the termination of his employment as administrator, he was informed to vacate villa 9 and pave way for renovations that would*

lead to occupancy of the new Managing Director, but he did not vacate villa 9.

- 21. That in fact on several occasions he was engaged to vacate villa 9 both verbally and in writing but I observed that he still did not vacate villa 9.*
- 22. That having failed to have the defendant amicably vacate villa 9, in or about January 2024, I was informed by the Managing Director that the company's legal representatives were instructed to demand the vacant possession of villa 9 as the lease had now expired. The demand letters are on pages 11 and 18 of the Plaintiff's bundle of documents.*
- 23. I was informed that the Defendant through his lawyers, in or about January 2024, informed our company's legal representatives that the Defendant had renewed the lease agreement on the same and had made payment for rentals for the first quarter of 2024 but no lease was produced to support the position. The said letter is on pages 12 of the Plaintiff's bundle of documents.*
- 24. On or about the 15th January 2024, the Defendant was asked to produce proof of payment, receipt of the payment and a copy of the renewed lease agreement as had been suggested by the Defendant. the said letter is on page 22 is the Plaintiff's bundle of documents.*
- 25. I was informed that the Defendant did produce a deposit slip dated 5th August 2022 and a receipt dated 8th August 2022 but failed to avail or produce a copy of the purported lease agreement. The deposit slip and receipt are on pages 13 and 15 (sic) in the Plaintiff's bundle of documents.*

2.3 It was submitted that the law is settled that witness statements must align with the pleadings and must be based on pleaded matters before the court; also, that it is trite law that hearsay evidence is inadmissible to prove facts in issue. That a perusal of the statement of claim reveals that the issues raised by the Plaintiff in the witness statement of Gregory (sic) Chola were not pleaded. Counsel argued that it is trite law that a witness statement must align with pleaded issues and cannot introduce new material not contained in the pleadings. This Court was referred to the case of **Anderson Kambela Mazoka, Lt general Christon Tembo, Godfrey Kenneth Miyanda v Levy Patrick Mwanawasa, the Electoral Commission of Zambia, the Attorney General**¹. Wherein the Supreme Court dealt with the function of pleadings and stated that:

“The function of pleadings is to give fair notice of the case which has to be met and to define the issues on which the court will have to adjudicate in order to determine the matters in dispute between the parties. Once the pleadings have been closed, the parties are bound by their pleadings and the court has to take them as such”.

The implication of the foregoing is that a party is bound to deal only with the issues it has pleaded and nothing else. The matters contained in the offending paragraphs are outside the Plaintiff's pleadings and therefore objectionable.

2.4 The following cases were also cited.

1. ***New South Wales Court of Appeal case of Chen v Karandonis (2002) NSWCA 412 (Australia)***, the Court held that:

“Witness statement must be confined to pleaded issues and unpleaded matters cannot be introduced without amendment”.

2. ***Loveridge v Healey (2004) EWCA civ 173 (UK)***, the Court of Appeal reiterated that:

“Witness statements must relate to the pleaded case. introducing new facts or issues in a witness statement without amending the pleadings is improper.”

3. ***Nico Coultis Transport Limited v Buks haulage Limited Appeal***² that:

“Once pleadings have been closed, the parties are bound by their pleadings and the court has to take them as such. Therefore, the court below properly excluded all evidence relating to demurrage and unauthorised fuel claims which the appellant sought to introduce in their witness statement”.

4. ***Ram Sarup Gypa (Dead) by LRS v Risnum Narain inter College AIR (1987) SC 1242.***

“It is well settled, as a general rule, that in the absence of pleading, evidence if any produced by the parties cannot be considered. It is also equally settled that no party should be permitted to travel beyond its pleading and that all necessary and material facts should be pleaded in support of the case set up by it. The object and purpose of pleading is to enable the adversary party to know the case it has to meet. In order

to have a fair trial, it is imperative that the party should state the essential material facts, so that the other party may not be taken by surprise”.

- 2.5 Furthermore, the works of the learned author of *Zambian Civil Procedure: Commentary and cases*, volume 1 citing the case of ***Mundia v Sentor Motors Limited***³ at page 577 was cited, wherein it was stated that:

“In conclusion, where the pleadings are at variance with the evidence adduced in court, the case fails since the case is completely recast without actual amendment of the pleadings”.

- 2.6 It was argued that in addition to evidence of unpleaded matters, the Defendant has also shown that the Plaintiff’s witness statement contained substantial hearsay evidence in paragraphs 19, 20, 21, 22, 23, 24 and 25. That these paragraphs largely comprise information from other persons who the Plaintiff has not called as witnesses. Further perusal of the said paragraphs suggest that the witness is tendering the evidence to *show truth in the statements being made*. That in the case of ***Mutambo and 5 others v the People***⁴, the Supreme Court stated that:

“Evidence of a statement made to a witness by a person who is not himself called as a witness may or may not be hearsay. It is hearsay and inadmissible when the object of the evidence is to establish the truth of what is contained in the statement. It is not hearsay and is admissible when it is proposed to establish by the evidence not the truth of the statement but the fact that it was made”.

Counsel then argued that, in keeping with the principle in the Mutambo case, the evidence identified as hearsay in the witness statement of Gregory Chola is inadmissible and should be expunged.

- 2.7 As regards timing for raising objections to admission of evidence, counsel argued that the correct time for raising objections to production and admissibility of evidence is at the time when a proponent of that evidence attempts to tender that evidence into court. Citing the case of **Nico Coultis Transport Limited**, paragraph 9.14, page J38, wherein it was held that:

“Before we delve on the issue of pleadings, we shall address the side argument by the appellant that the objection to the witness statement of PW1 subject of exclusion of the stated evidence in paragraphs 3 and 4 was irregular. That it ought to have been raised earlier before trial and by way of a formal objection”.

That Court of Appeal in dismissing the argument for application before trial said in paragraph 9.15, page J39 as follows:

“We do not agree with the above contentions: the respondent was within its right to object to the said evidence at trial when the evidence by PW1 was being tendered into Court”.

- 2.8 It was submitted that **Order 5 rule 21 of the High Court Rules** also provides guidance as to time for raising objections to the production of evidence in the following manner:

“In every case, and at every stage thereof, any objection to the reception of evidence by a party affected thereby shall be made at the time the evidence is offered.

Provided that the Court may, in its discretion, on appeal, entertain any objection to evidence received in a subordinate court, though not objected to at the time it was offered”.

- 2.9 The Court was referred the learned authors of *Zambian Civil procedure: commentary and cases* volume 1 at paragraph 15.7 wherein it states that:

“Kapembwa v Maimbolwa and Another (1981) ZR 127, in which the Supreme Court counseled that where a party refers to evidence not pleaded the proper course to take is for the other party to object immediately to the reference to such evidence”.

- 2.10 This Court was urged and it was counsel’s prayer that offensive evidence and or matters be expunged from Gregory Chola’s witness statement with costs.

3.0 THE PLAINTIFF’S SKELETON ARGUMENTS IN OPPOSITION TO THE APPLICATION TO EXPUNGE ALLEGEDLY UNPLEADED AND HEARSAY EVIDENCE FROM THE WITNESS STATEMENT

- 3.1 Counsel submitted that having closely looked at the impugned paragraphs of the witness statement and examined the same against the Plaintiff’s statement of claim, the Defendant’s contention that these paragraphs contained unpleaded issues is unfounded.

3.2 It was submitted that the Plaintiff's claim in this matter is that the lease between the Plaintiff and the Defendant expired at the end of the year 2023 but the Defendant has refused to yield vacant possession of the demised premises. That in order to extend his stay on the premises, the Defendant fraudulently created a document purporting to be a duly issued, renewed lease. Counsel stated that all the provisions of the witness statement of Gregory Chola seek to establish the claims:

1. *Paragraphs 3 to 5 of the witness statement seek to explain how the Defendant came into occupation of the demised premises; it was given to him for use in his capacity as the then Plaintiff's General Manager and not as a tenant.*
2. *Paragraphs 6 to 9 of the witness statement explain how the lease between the Plaintiff and the Defendant was created and the life of the said lease. This has been pleaded in paragraphs 4 to 6 of the statement of claim.*
3. *Paragraphs 10 to 18 of the witness statement explain what transpired when the lease between the Plaintiff and the Defendant expired, and the fact that the Defendant was supposed to leave the premises because he no longer had the contractual right to remain in occupation of the same, but the Defendant refused to leave. This is pleaded in paragraphs 6,7, and 8 of the statement of claim.*
4. *Paragraphs 27 to 29 of the witness statement explain the steps that the Plaintiff took to get rid of the Defendant from the premises, but the Defendant remained adamant. This has been pleaded in paragraph 8 of the statement of claim.*
5. *Paragraphs 32 to 37 of the witness statement address the manner in which the Defendant fraudulently procured a forged lease agreement to extend his stay at the premises.*

This has been pleaded in paragraphs 9 to 11 of the statement of claim.

3.3 Counsel submitted that all the paragraphs in the witness statement, which the Defendant claims were not pleaded, can be traced to specific contents of the statement of claim. The statement of claim was drafted in a brief and succinct manner and the witness statement now expands upon those issues to substantiate the contents of the statement of claim.

3.4 It was then submitted that the Defendant's position seems to be that the witness statement should be restricted to the specific words of the statement of claim. According to counsel for the Plaintiff, this is erroneous as the function of pleadings was well explained in the case of ***Christopher Lubasi Munida v Sentor Motors Limited***⁵ that:

"The function of pleadings is to give fair notice of the case which has to be met and to define the issues on which the court will have to adjudicate in order to determine the matters in dispute between the parties".

3.5 It was counsel's contention that in the current matter, the question, therefore, is would a Defendant who had sight of the statement of claim be taken by surprise by the impugned contents of the witness statement. Accordingly, to counsel for the Plaintiff the answer is certainly in the negative. The statement of claim clearly warns the Defendant of what the Plaintiff's case is being, that the Plaintiff's lease expired a long

time ago, and he was asked to surrender the premises, but he has refused to do so, using his forged lease agreement to extend his stay. That this is what the witness statement in question seems to address. The paragraphs in question have been pleaded and are not an ambush on the Defendant.

3.6 As regards whether hearsay in the witness statement, the Defendant argued that paragraphs 19-25 of the witness statement are hearsay; it was submitted that the said paragraphs are not hearsay. That the case of Mutambo and 5 others is instructive that evidence of a statement made to a witness by a person who is not himself called as a witness may or may not be hearsay. It is not hearsay and is admissible when it is proposed to establish not the truth of the statement but the fact that it was made.

3.7 It was contended that the contents of paragraphs 19 to 25 of the witness statement are not hearsay as they go to show that the witness was, in fact, informed about the things he deposed to. The statements in themselves do not seek to prove that what the witness was told is true. To the contrary, what seeks to prove what the witness was told is true are the documents contained in the Plaintiff's bundle of documents, which the witness has identified and referred to in paragraphs 19, 22, 23, 24, and 25 of the witness statement. That the objection is unfounded as the witness only seeks to show that he was told about the expiration of the Defendant's lease and the effects

that were made to evict the Defendant, and not the truth of what he was told. The truth of what he was told is established and proved by independent documents contained in the bundle of documents, which the witness has correctly identified.

- 3.8 It was counsel's final submission that the Defendant's objection is misconceived and ought to be dismissed.

4.0 ANALYSIS AND DECISION OF THIS COURT

- 4.1 I have carefully considered the application for preliminary issues before me and the submissions made by the parties through their legal counsel. In this application, I am being asked by the Defendant to expunge paragraphs 3 to 37 of the witness statement on the grounds that it contains unpleaded and hearsay statements. The Plaintiff, on the other hand has strongly opposed, stating that the witness statement was drafted in a brief and succinct manner and that the witness statement expands upon the issues to substantiate the contents of the statement of claim. As regards the contention of hearsay it is the Plaintiff's position that paragraphs 19 to 25 are not hearsay as they go to show that the witness was in fact informed about the things he deposed to and that the statements do not seek to prove what the witness was told is true but that to the contrary seeks to prove what the witness was told is true are the documents contained in the bundle of documents which the witness identified.

4.2 In considering the question whether paragraphs 3, 4, 5,6,8,9,10,11,12,13,14,15,16,17,18,27,28,29,32,33,35,36, and 37 contain unpleaded statements. The position of the law as elucidated under Order 18 Rule 7/11 of the Supreme Court Rules of England 1999 edition is that:

“It is essential that a pleading, if it not to be embarrassing, should state those facts which will put those against whom it is directed on their guard, and tell them what is the case which they will have to meet..... each party must plead all material facts on which he means to rely; otherwise, he is not entitled to give any evidence of them at the trial... where evidence at trial establishes facts different from those plead... which are not just a variation, modification or development of what has been alleged, but which constitutes a radical departure from the case pleaded, the action will be dismissed.”

The Supreme Court of Zambia in the case of ***Kapembwa v Maimbolwa and Another***⁶ faced with similar facts as this case, pronounced themselves that where:

“The Plaintiff’s version of the facts was not just a variation of the pleadings but something separate and distinct so that there was a radical departure from the pleaded case”.

4.3 With the above position of the law in mind, in the current case, do paragraphs 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 27, 28,29,32,33,35,36, and 37 of the witness statement contain unpleaded facts as alleged by the Defendant? The Plaintiff, on the other hand, contends that the witness

statement, though drafted in brief, makes reference to the witness statement in paragraphs 4, 6, 9, 10, 11 and 18. I have examined and combed paragraphs 4,6,9,10, 11, 18 of the statement of claim filed by the Plaintiff.

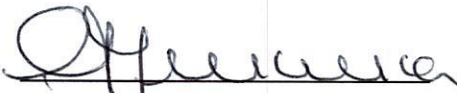
4.4 I find no allegations in the statement of claim supporting the facts or evidence proposed to be adduced by **PW1**'s witness statement. It is my considered view that if the evidence proposed to be adduced by **PW1**'s in the witness statement namely paragraphs 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 27, 28,29,32,33,35,36, and 37 had been made in the statement of claim in the first place as they have now emerged, the Defendant would have been prepared to traverse them and the Defendant is within their right to immediately object to the production of **PW1**'s witness statement. It is trite law that he who alleges fraud carries the burden to prove it and the standard of such proof is greater than a simple balance of probabilities. As such the statement of claim must be clear and concisely spell out the particulars which must be supported by the evidence of **PW1**'s witness statement.

4.5 It is trite law that parties are bound by their pleadings. The Plaintiff must, in their statement of claim, reveal a clear cause of action against the Defendant. So that the Defendant knows what it shall meet at trial.

- 4.6 As regards the allegations that paragraphs 19 to 25 contains hearsay statement, it was the Plaintiff's counsel argument that paragraphs 19 to 25 are not hearsay as they go to show that the witness was in fact informed about the things he deposed to and that the statements do not seek to prove what the witness was told is true but that to the contrary seeks to prove what the witness was told is true are the documents contained in the bundle of documents which the witness identified.
- 4.7 To me, the Plaintiff's position suggests that paragraphs 19 to 25 do not talk to the truthfulness of their contents, for having been attempted to be tendered by **PW1**, a person who was merely informed. In other words, what the Plaintiff is suggesting to this Court is that paragraphs 19 to 25 are persuasive evidence and not binding evidence.
- 4.8 It is a fact that **PW1**'s evidence proffered in paragraphs 19 to 25 of the witness statement was merely told to him. It is hearsay for **PW1** to rely on the facts in paragraphs 19 to 25. It is trite law that the burden of proof lies on a party who substantially asserts the affirmative of the issue, as it is just that he who invokes the aid of the law should be the first to prove his case.
- 4.9 In view of the fact that I have indicated above, I therefore expunge paragraphs 3 to 37 and paragraphs 19 to 25 of the witness statement.

4.10 I further award costs to the Defendant, which costs must be taxed in default of agreement.

DELIVERED AT LUSAKA, THIS 14TH DAY OF OCTOBER, 2025.


G.C. CHAWATAMA
HIGH COURT JUDGE