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IN THE HIGH COURT FOR ZAMBIA **2024/HPA/A043**
AT THE PRINCIPAL REGISTRY
HOLDEN AT LUSAKA
(Civil Jurisdiction)

REPUBLIC OF ZAMBIA
HIGH COURT OF ZAMBIA
PRINCIPAL
30 SEP 2025
REGISTRY - 1
P.O. BOX 50067, LUSAKA

BETWEEN:

LAZAROUS SIBANDA **APPELLANT**

AND

VINCENT NGULUBE **RESPONDENT**

BEFORE THE HONOURABLE MRS. JUSTICE M.C. KOMBE

For the Appellant: *Mr. M. Makala - Messrs. LM Chambers.*

For the Respondent: *Mr. J. Chibungo - Messrs. Bancroft Legal Practitioners.*

J U D G M E N T

Cases referred to:

1. **Dr. George Banda v. Bestile Phiri and 4 others (Appeal No. 113 of 2018).**
2. **Dorica Mwenye Miti v. Jackson Musona Mpilipili (2010/HP/0998).**
3. **Marcus Kampumba Achiume v. The Attorney General (1983) Z.R 1**
4. **Wilson Masauso Zulu an Avondale Housing Project Limited (1982) Z.R 172.**
5. **Khalid Mohammed v. Attorney General (1982) Z.R 49.**
6. **Banda v. Tembo (SCZ Judgment No. 18 of 2008).**
7. **Trentham v. Luxfer (1992) EWCA Civ Jo720 -2.**

8. **Mpashi v. Avondale Housing Project Limited (S.C.Z. Judgment 7 of 1989).**
9. **Development Bank of Zambia & Livingstone Saw Mils Limited v. Jet Cheer Development Zambia Limited (2000) Z.R 52.**
10. **Re Mahmoud and Ispahani (1921) 2 K.B 716.**
11. **Gideon Mundanda v. Timothy Mulwani and two others (1987) Z.R 27.**
12. **Moses Milambo (administrator of the estate of Alfred Siandavu and one other v. Florence H. Mweemba (CAZ Appeal No. 009/2020).**

Legislation and materials referred to:

1. **Zambia Customary Land Documentation Tenure Assessment by Melisa Hall, James Murombezi, Mpala Nkonkommalimba, Pamela Sambo and Matt Sommerville (USAID) Tetra Tech June 2017.**
2. **The Subordinate Court Act Chapter 28 of the Laws of Zambia.**
3. **Chitty on Contracts Volume 1, General Principles.**
4. **Sangwani P and Chungu C: Contract Law in Zambia, 2nd Edition, Juta and Company, 2021.**

1. INTRODUCTION

1.1 This is an appeal against the Judgment of the Lusaka Subordinate Court presided over by Hon. E.N. Chanda-Resident Magistrate and delivered on 11th May, 2023.

2. BACKGROUND

2.1 The facts as distilled from the record of appeal is that the Respondent who was the Plaintiff in the court below brought an action against the Appellant who was the Defendant for an order of specific performance of a contract. The Respondent sought an order compelling the Appellant to complete the sale transaction by introducing him to the village headman in the area. He also sought an order that he was the rightful owner of the 35 acres of land together with the ten (10) goats.

2.2 The trial Magistrate found that the Respondent had proved his case going by the agreement he entered into as it was clear that he was given the land by the Appellant upon receipt of K28,000.00 and that he transferred his rights and interest in the land to the Appellant though the balance of K7,000.00 was not paid.

2.3 That the Appellant had permitted the Respondent to pay the balance at any time which indicated that there was no specific date on which to complete the payment by the Respondent. Judgment was entered in favour of the Respondent and costs were awarded to be taxed in default of agreement.

2.4 Dissatisfied with the judgment of the trial Magistrate, the Appellant filed a Notice of Appeal and Memorandum of Appeal and advanced three grounds of appeal which were couched as follows:

(i) **Ground one**

The Court below erred in law and fact when it gave Judgment enforcing a contract between the Appellant and the Respondent for the sale of customary land contrary to the law that customary land cannot be sold.

(ii) **Ground Two:**

The Court below erred in law and fact when it ordered specific performance of the contract despite there being evidence of recession of the contract of sale and refund of the whole deposit of the purchase price to the Respondent.

(iii) **Ground Three:**

The Court below erred in law and fact when it failed to evaluate the evidence given by the parties at trial in a balanced manner.

3. HEARING

3.1 The appeal was heard on 13th August, 2025, where learned counsel Mr. M. Makala from Messrs. L.M Chambers was present on behalf of the Appellant and learned counsel Mr. J. Chibungo was present on behalf of the Respondent from Messrs. Bancroft Legal Practitioners.

3.2 On ground one, Mr. Makala argued that the trial Magistrate misdirected herself when she gave judgment enforcing a contract between the Appellant and the Respondent for sale of customary land contrary to the law that customary land could not be sold. In the judgment of the Court below particularly at page J9 which appeared at page 64 of the Record of Appeal the trial Magistrate stated that:

> **"I will proceed to state that the Plaintiff and the Defendant entered into the valid contract of sale of customary land whereas they both may be aware that customary cannot be sold...**
>
> **...The Plaintiff claimed Specific Performance. Specific Performance is an equitable remedy in the law of contract where a court orders a party to perform a specific act such as to complete performance of a contract. I find that this order is sufficient because monetary award would not be sufficient to the Plaintiff, though the Defendant has an obligation to complete the agreement by letting the Plaintiff enjoy quiet possession of the land in issue."**

3.3 Mr. M. Makala submitted that the decision of the Court below was made *per incuriam* as the trial Magistrate went against a very cardinal legal issue raised by the Appellant at trial that as a matter of law, customary land could not be sold. Mr. Makala submitted that since customary land could not be bought or sold, the transaction or contract for the sale of customary land in dispute to the Respondent was null and void *ab initio.*

3.4 Counsel further submitted that the Respondent's ignorance that customary land could not be sold could not be used as an excuse for engaging in an illegal contract. Counsel made reference to the learned authors of Zambia Customary Land Documentation Tenure Assessment by Melisa Hall, James Murombezi, Mpala Nkonkommalimba, Pamela Sambo and Matt Sommerville (USAID) Tetra Tech June 2017 at paragraph 1.2 who stated that:

> **"The dual systems developed during colonialism allowed for the development of full property rights in land in the freehold sector, which facilitated the commoditization of land through land markets. Customary tenure, on the other hand, not only prevented the emergence of land markets but also created new forms of land governance in which all customary lands were deemed to be held in trust for the people by chiefs or other traditional authorities. As a result, in Zambia, customary land cannot be bought or sold by law has not monetary value."**

3.5 Mr. Makala placed further reliance on the case of **Dr. George Banda v. Betile Phiri and 4 others** (1) where the Court of Appeal stated at pages J16 and J17 regarding transactions for sale of customary land that:

> **"...customary land that has been converted to state leasehold tenure within customary areas often loses its relationship to the traditional authorities. What that entails is that customary land can only be alienated, but cannot be bought or sold. Only land under leaseholds tenure can be bought or sold. Arising from the foretasted, the defence of bona fide purchaser for value without notice was not available, to the Appellant as at the time of the transaction, the land was customary land and therefore the essentials of being a bona fide purchaser for value were no met."**

3.6 Furthermore, in the case of **Dorica Mwenye Miti v. Jackson Musona Mpilipili** [(2)] the Defendant was claiming to be bona fide purchaser of the customary land for value without notice. Majula J. in her Judgment delivered on 17th December, 2020, stated at pages J22 and J23:

> **"What emerges from the holding of the Court of Appeal is that by law customary land can only be alienated but cannot be bought nor sold under the current legal framework. Only land under leasehold tenure can be bought or sold".**

Thus in view of the holding of the Court of Appeal on this aspect, I find the claim by the 6th and 7th Defendants tenable at law. The same is accordingly dismissed."

3.7 Given the foregoing, Mr. Makala submitted that in this matter, the sale transaction between the Respondent and Appellant herein was null and void for illegality as far as the current legal framework in Zambia was concerned.

3.8 In relation to grounds two and three, it was submitted that the Court below erred in law and fact when it ordered specific performance of the contract despite there being evidence of recession of the contract of sale and refund of the whole deposit of purchase price to the Respondent.

3.9 Mr. Makala added that there was a refund of the whole amount which the Respondent had deposited to the Appellant as part of the payment of the purchase price. That this was not in dispute as asserted by the trial Magistrate on page 62 of the Record of Appeal who stated as follows:

> **"It is not in dispute that the Defendant deposited ZMW10, 000.00 and ZMW18, 000.00 respectively through the Airtel agent. The Plaintiff called back to confirm from the agent who has sent the money**

and DW2 confirmed that it was a refund on the reversal of the sale of land."

3.10 Mr. Makala maintained that it was surprising that despite making these findings, the trial Magistrate did not say anything about the Respondent having been refunded the money but proceeded to state that customary land could be surrendered by the interested party without payment. The trial Magistrate went further to state that the Respondent took possession of the land as such, whether or not the Appellant refunded the money did not affect the possession of the land by the Respondent.

3.11 Counsel further submitted that the evidence on record revealed that the Respondent did not take possession of the land but was merely shown the land by the Appellants caretaker. After viewing the land, the Respondent made a down payment but could not complete payment due to the fact that his deposit was returned to him.

3.12 In addition, it was argued that the issue of land being surrendered without payment was never canvassed by any of the parties at trial and that the dispute centered on the sale of land.

Mr. Makala relied on the case of **Marcus Kampumba Achiume v. The Attorney General** (3) where it was held as follows:

> **"The appeal court will not reverse finding of fact made by a trial judge or made in the absence of any relevant evidence or upon a misapprehension of the facts or that they were findings which on a proper view or the evidence, no trial court acting correctly can reasonably make."**

3.13 Further reliance was placed on the case of **Wilson Masauso Zulu v. Avondale Housing Project Limited** (4) where the Supreme Court held as follows:

> **"i) The Trial court has a duty to adjudicate upon every aspect of the suit between the parties so that every matter in controversy is determined in finality.**
> **ii) The appellate court will only reverse findings of fact made by a trial court if it is satisfied that the findings in question were either perverse or made in the absence of any relevant evidence or upon misapprehension of the facts."**

3.14 Mr. Makala also made reference to the case of **Khalid Mohammed v. Attorney General** (5) where the Court emphasized the need for the Plaintiff to prove his case. It stated that:

"It is trite law that he who alleges must prove. An unqualified proposition that a Plaintiff should succeed automatically whenever a defence has failed is unacceptable to me. A plaintiff must prove his case and if he fails to do so the mere failure of the opponent's defence does not entitle him to Judgement. I would not accept a proposition that even if a plaintiff's case has collapsed of its inertia or for some reason or other, judgement should nevertheless be given to him on that a defence set by the opponent has also collapsed. Quiet clearly a defendant in such a circumstance would not even need a defence."

3.15 Based on the above authorities, Mr. Makala argued that the findings of the court below that the Respondent was in possession of the land was not supported by evidence and such findings must be reversed for having being been made without evidence on record to support such findings.

3.16 He also submitted that it was a misdirection by the court below to enforce a sale of the customary land even when the disputed evidence showed that the purchase price had been refunded.

3.17 In the arguments opposing the appeal, Mr. Chibungo argued in relation to ground one that the Appellant had not demonstrated sufficient grounds to warrant this Court to set aside the said findings. He submitted that it was trite law that an appellant court could only reverse findings of fact made by the court if it was satisfied that the findings in question were either perverse or made in the absence of relevant evidence as held in the ***Wilson Masauso Zulu*** case cited above.

3.18 Mr. Chibungo submitted that the trial Magistrate was on firm ground when it enforced the contract between the Appellant and the Respondent. The record showed that the Appellant and the Respondent entered into an oral contract of sale and that the Respondent paid the sum of K28, 000.00 out of the purchase price and the sum of K2000.00 was given to the Headman. The evidence on record showed that he Appellant and his wife agreed to give the land to the Respondent and that the Respondent was given possession of the land by the Appellant.

3.19 Mr. Chibungo submitted that the Court exercised its powers under the provision of section 16 of the Subordinate Court Act Chapter 28 of the Laws of Zambia which provides:

> **"16. Subject as hereinafter in this section provided, nothing in this Act shall deprive a Subordinate Court of the right to observe and to enforce the observance**

of, or shall deprive any person of the benefit of, any African customary law, such African customary law not being repugnant to justice, equity or good conscience, or incompatible, either in terms or by necessary implication, with any written law for the time being in force in Zambia. Such African customary law shall, save where the circumstances, nature or justice of the case shall otherwise require, be deemed applicable in civil causes and matters where the parties thereto are Africans, and particularly, but without derogating from their application in other cases, in civil causes and matters relating to marriage under African customary law, and to the tenure and transfer of real and personal property, and to inheritance and testamentary dispositions, and also in civil causes and matters between Africans and non-Africans, where it shall appear to a Subordinate Court that substantial injustice would be done to any party by a strict adherence to the rules of any law or laws other than African customary law:

Provided that-

(i) no party shall be entitled to claim the benefit of any African customary law, if it shall appear, either from express contract or from the nature of the transactions out of which any civil cause, matter or question shall have arisen, that such party agreed or

must be taken to have agreed that his obligations in connection with all such transactions should be regulated exclusively by some law or laws other than African customary law;

(ii) in cases where no express rule is applicable to any matter in issue, a Subordinate Court shall be guided by the principles of justice, equity and good conscience."

3.20 Counsel submitted therefore that the trial Magistrate could not be faulted when it found under J9 at page 64 of the Record of Appeal that the Appellant and the Respondent entered into a valid contract of sale for customary land. Further, the evidence on record showed that the Appellant made the decision to give away the land to the Respondent at a price of K30, 000.00. The Court had the power to enforce an oral agreement for the sale of land as the Supreme Court stated in the case of **Banda v. Tembo** [(6)] where it held:

> **"A Court will enforce a contract which had all formalities been observed, would be binding at law and in which case it would be specially enforced. Where a party demonstrates past performance in reliance on the oral agreement consistent with the**

contract alleged, the Court will enforce the contract."

3.21 Mr. Chibungo further relied on the case of **Trentham v. Luther** [7] where it was stated that:

> **"The fact that there was no written agreement is irrelevant, a contract can be concluded by conduct."**

3.22 Mr. Chibungo argued grounds two and three together. He maintained that the record showed that there was a binding contract to enforce between the Appellant and the Respondent. Despite the contract being an oral contract, it is trite law that any valid contract ought to have consideration and that such consideration need not be adequate but sufficient.

3.23 Reference was made to the learned authors of Chitty on Contracts Volume 1, General Principles at page 169 who stated that:

> **"The traditional definition of consideration concentrates on the requirement that something of value must be given and accordingly states that consideration is either some detriment to the promise (in that he may give value) or some benefit to the promisor (in that he may receive value)."**

3.24 Further that:

> **"Payment by a buyer is consideration for the seller's promise to deliver and can be described either as a detriment to the seller or as a benefit to the buyer."**

3.25 Counsel submitted that the Court should note that consideration may take the form of part performance of a contract. It was his submission that the undisputed payment of the sum of K28, 000.00 by the Respondent to the Appellant constituted sufficient consideration for the transaction in the present case and as such there was a binding oral agreement between the Respondent and the Appellant which could be enforced. The Court had the power to enforce an oral agreement as established in the ***Banda*** case cited above.

3.26 Mr. Chibungo further argued that it is trite law that contracts of sale of land had to be reduced in writing as provided by the Statute of Frauds 1677. However, there was an exception to this requirement as highlighted in the case of **Mpashi v. Avondale Housing Project Limited** [8] where the Supreme Court held:

> **"There is no doubt that there was no written contract between the two, but there remains only an oral contract which could be enforced through part performance. The decision in the Steadman's case shows that there is no general rule that payment of**

many cannot be part performance but this payment must be referable to one transaction. The purchaser in the case said that the deposit was in respect of the house which had been offered to her. The deposit therefore referred to only one particular transaction i.e. the purchase of the house in Avondale. The payment of the deposit in this case was clearly referable only to one transaction; such payment therefore amounted to part performance of the contract and is an exception to the rule requiring memorandum in writing."

3.27 Mr. Chibungo submitted that from the evidence on record, there was performance of the oral agreement as the Respondent paid the Appellant a total sum of K28, 000.00 for customary land in Situmbeko Area inclusive of ten goats. Despite the agreement not being reduced into writing, there was part performance by the Appellant accepting the payment of K28,000.00 for customary land thus the agreement between the Respondent and the Appellant for the sale of land was valid and could be enforced by the Court.

3.28 Mr. Chibungo further submitted that the Appellant initially received K23,000.00 from the Respondent. The Appellant later on received a K3, 000.00 and another K2, 000.00 and a

K2000.00 was reserved for the headman. Even if the Appellant testified that there was a delay in the payments by virtue of the Appellant receiving the later payments after the agreed upon period, new terms were set so as to the payment plans of the balance. He added that the Appellant should be estopped from going back to the terms of the agreement.

3.29 In buttressing the argument, Mr. Chibungo submitted that the Appellant did not issue the Respondent with a Notice to Complete to ensure that the Respondent complied with the obligations of the agreement by a certain date, failure to which would have entitled the Appellant to rescind the contract between the parties. On this point, counsel referred to the case of **Development Bank of Zambia & Livingstone Saw Mils Limited v. Jet Cheer Development Zambia Limited** (9) where the Court observed as follows:

> **"...moreover, regardless of what they said about the state consent to assign, the Appellant should have given the Respondent Notice to Complete. This was not done and, therefore, the purported recession was null and void."**

3.30 Mr. Chibungo submitted that similarly, in the case at hand, irrespective of the Appellant's allegation that the Respondent did not pay the balance of the purchase price on time, the Appellant still should have given to the Respondent a Notice to Complete as failure to do so rendered the purported recession of the sale null and void.

3.31 Mr. Chibungo implored the Court not to disturb the lower courts findings as they were unassailable.

3.32 In the arguments in reply, Mr. Makala submitted that it was not his argument the Subordinate Court lacked the jurisdiction to enforce customary law, his argument was that customary land could not be sold and as such the transaction between the Appellant and the Defendant was *void ab initio.* Mr. Makala further submitted that the argument about the validity of the oral agreement was irrelevant because the contract was illegal at law.

4. <u>DECISION OF THE COURT</u>

4.1 I have carefully considered the parties heads of arguments, the impugned judgment and I am grateful for the same. The Appellant has advanced three grounds of appeal. I shall consider the three grounds in the order that they have been raised although they are interrelated.

4.2 The main issue canvassed in ground one is that the customary land cannot be sold and therefore, the trial Magistrate misdirected himself when he enforced a contract of sale of land between the Appellant and the Respondent.

4.3 In other words, the Appellant contends that the contract for sale of land was null and void *ab initio* and therefore could not be enforced.

4.4 The Respondent on the other hand contends that the trial Magistrate could not be faulted when he found that the Appellant and Respondent entered into a valid contract of sale of customary land as all the formalities of the contract had been observed.

4.5 On ground two, the Appellant attacks the order of specific performance of the contract of sale of customary land when there was evidence that the contract had been rescinded and in ground three the Appellant contends that the evidence was not evaluated in a balanced manner.

4.6 From the evidence on record, the learned trial Magistrate found that it was not in dispute that the parties entered into a valid contract of sale of land.

4.7 What is a contract?

4.8 According to the learned authors Sangwani P and Chungu C in their text book entitled: Contract Law in Zambia, they stated that a contract is an agreement which is legally binding on the parties and gives rise to obligations for the parties involved.

4.9 It was further stated that for a contract to be valid, these essential elements must be present: offer and acceptance, consideration, contractual capacity, intention to create legal relationship, free and voluntary consent and legality.

4.10 On legality, the authors stated that:

> **"The object of the contract must not be one which the law disapproves. A contract must be made to accomplish something that is legal and not against public policy. Thus, courts of law will not enforce a contract whose objective or consideration is found to be illegal, immoral or contrary to public policy."**

4.11 It is evident from the foregoing that the object of the contract should not be one which the law disapproves. It should be made to accomplish something that is legal. And the courts of law will not enforce a contract whose objective is found to be illegal even where the other formalities have been satisfied.

4.12 Given the above exposition of the law, it is important to ascertain the objective of the contract that was entered into between the Appellant and Respondent. From the evidence on record, the object of the contract was for the Appellant to sell customary land to the Respondent. What then is the law regarding the sale of customary land?

4.13 In the case of ***Dr. George Banda v. Bestile Phiri*** which counsel for the Appellant has relied on, the Court of Appeal stated that:

> **"Customary land can only be alienated but cannot be sold or bought. Only land under leasehold tenure can be bought."**

4.14 The Court of Appeal arrived at this conclusion after considering the legal writing by the learned authors of <u>Zambia Customary Land Documentation Tenure Assessment by Melisa Hall, James Murombezi, Mpala Nkonkommalimba, Pamela Sambo and Matt Sommerville (USAID) Tetra Tech June 2017</u> which counsel for the Appellant also made reference to. It was stated that in

Zambia, customary land cannot be bought or sold by law as it has no monetary value.

4.15 Given the foregoing, it is very clear that the position of the law is that customary law cannot be bought or sold as it has no monetary value. The effect of this is that since the law prohibits the sale of customary land, a contract entered into with the object of selling customary land cannot be enforced as it is void.

4.16 Having said that, the contract of sale in the present case was in relation to sale of customary land which cannot be bought or sold. I have already mentioned that the trial Magistrate in her judgment found that there was no dispute that parties entered into a contract of sale and that the Respondent herein paid K28,000.00 as purchase price.

4.17 In making a determination whether to grant the relief sought of specific performance of the contract, the trial Magistrate at page 63 of the record of appeal acknowledged that in Zambia, customary land cannot be sold or bought and by law it has no monetary value. She further stated that customary land can be surrendered by the interested party without any payment but that the Appellant and the Respondent entered into a valid contract of sale of customary land when they both knew that customary land cannot be sold.

4.18 Although the trial Magistrate stated that, she proceeded to enforce the contract by holding that there was an agreement between the Appellant and the Respondent and the Appellant received K28,000.00 and transferred his rights and interests in the land to the Respondent. This was a misdirection on the part of the trial Magistrate as the contract of sale of customary land was void *ab initio* and could not be enforced having emanated from an illegal transaction.

4.19 I say this because from its inception or formation, the parties could not enter into a contract for the sale of customary land. Thus the contract could not be performed in accordance with the terms.

4.20 In the English case of **Re Mahmoud and Ispahani** [10], the Seed, Oils and Fats Order of 1919 prohibited unlicensed trading in linseed oil. One party had a licence and contracted to supply the defendant who did not but who falsely stated that he did have a licence. When the defendant backed out of the agreement, the claimant sued for the failure to accept delivery. He was unsuccessful because the contract was void and unenforceable for the lack of licence.

4.21 The effect of such a contract which is void for illegality is that the court cannot assist a party to enforce an illegal contract. And if the parties knew that the contract was legally objectionable, neither party can sue or claim a benefit under the contract.

4.22 In this regard, the Supreme Court in the case of **<u>Gideon Mundanda v. Timothy Mulwani and two others</u>** (11) stated that:

> **"It must be made clear that courts will never in any circumstances condone the flouting of the law..."**

4.23 That notwithstanding, trial Magistrate who had made a finding that both parties knew that customary land cannot be sold when they entered into the contract proceeded to enforce the contract. This was a misdirection because the contract had no binding force or legal power in the first place and so no legal rights or obligations were created between the parties.

4.24 For these reasons, there is merit in ground one and so I find.

4.25 Ground two assails the order of specific performance of the contract of sale of customary land. I have made a finding that the contract of sale of customary land was void *ab initio*, it follows that the contract could not be enforced through an order of specific performance. The Court of Appeal in the case of **Moses Milambo (administrator of the estate of Alfred Siandavu and one other v. Florence H. Mweemba** [12] made it very clear that specific performance like any other equitable remedy is discretionary and is based on the existence of a valid enforceable contract.

4.26 In the present case, there was no valid contract of sale of land for the reasons that I have already highlighted above. In this regard, I cannot pronounce myself on the issue of the recession of the contract and refund of the purchase price because the contract was void *ab initio*.

4.27 The issue raised in ground three is also of no effect since the contract was not supposed to be enforced in the first place.

4.28 It is very clear from the foregoing that had the trial Magistrate correctly applied the law regarding the sale of customary land and properly evaluated the evidence, she would have come to a different conclusion that although the other formalities such as consideration and intention to enter into a legal relationship had been met, the issue that customary land could not be sold had a bearing on whether the contract could be enforced. This was not done.

5. CONCLUSION

5.1 Having held that the contract of sale of customary land was *void ab initio* and could not be enforced through an order of specific performance, I find merit in the appeal and the appeal is allowed. Consequently, the judgment of the trial Magistrate is set aside.

5.2 Costs are awarded to the Appellant in default of agreement to be taxed.

DELIVERED AT LUSAKA THIS 30TH DAY OF SEPTEMBER, 2025

REPUBLIC OF ZAMBIA
HIGH COURT OF ZAMBIA
30 SEP 2025
M.C. KOMBE, J
P.O. BOX 50067, LUSAKA

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M.C. KOMBE
JUDGE