

IN THE SUPREME COURT OF ZAMBIA
HOLDEN AT KABWE
(Civil Jurisdiction)

SCZ/8/150/2012
APPEAL No.130/2016

B E T W E E N:

NYIMBA INVESTMENTS LIMITED

APPLICANT

AND

NICO INSURANCE (ZAMBIA) LIMITED

RESPONDENT

Coram: Mwanamwambwa DCJ, Wood and Malila, JJS
on 20th July, 2017 and 9th August, 2017

For the Appellant: Mr. K. Kamfwa, Messrs Wilson & Cornhill Advocates

For the Respondent: Mr. M. Mutemwa SC of Messrs Mutemwa & Co. with
Mr. M. Chipanzhya of Messrs Inambao Chipanzhya &
Company

R U L I N G

Malila, JS delivered the ruling of the court.

Cases referred to:

1. *Mususu Kalenga Building Limited v. Richman's Money Lenders Enterprises (1999) ZR 27*
2. *Norton v. Lostrom (2010) ZR Vol.1, 358*
3. *Liuwa v. Attorney General (Appeal No. 43 of 1996)*
4. *Liuwa v. Judicial Complaints Authority and Another (2011) ZR 318*
5. *Trinity Engineering (Pvt) Limited v. Zambia National Commercial Bank Limited (1995-1997) ZR 166*
6. *Re Swire, Mellor v. Swire (1885) 30 Ch. D 239 at p. 246*

7. *Chibote Limited and Others v. Meridien BIAO Bank (Zambia) Limited (In Liquidation)* (2003) ZR 76
8. *Attorney-General, Development Bank of Zambia v. Gershom Moses Button Mumba* (2006) ZR 77
9. *BP Zambia Limited v. Lishomwa and Others* (Appeal No. 72 of 2007)
10. *Godfrey Miyanda v. Attorney General* (1985) ZR 243
11. *Preston Banking Company v. William Allsup & Sons* (1895) J I Ch. D at p.143
12. *Finsbury Investments Limited v. Antonio Ventrigrria* (Appeal No. 11 of 2009)

Legislation referred:

1. *Supreme Court Rules, chapter 25 of the laws of Zambia*

The notice of motion in this matter was taken out under rule 78 of the Supreme Court Rules, chapter 25 of the laws of Zambia. By the said motion, the applicant beseeches us to order that:

the accidental slips, omissions contained in the judgment of the Supreme Court dated 31st March, 2017 and delivered herein be corrected to the extent that the business interruption claim by the appellant was in fact adjusted by the Loss Adjuster in the sum of US\$181,160.00.

The background facts are common cause. By writ of summons dated 13th September, 2013, the respondent (then plaintiff) sought to recover from the applicant (then defendant) certain monies they considered due and owing from the applicant under an insurance policy that had covered the respondent against certain insured

