

**IN THE HIGH COURT FOR ZAMBIA**

**2017/HP/1030**

**AT THE PRINCIPAL REGISTRY**

**HOLDEN AT LUSAKA**

*(Civil Jurisdiction)*



**BETWEEN: -**

**QUEENS ROYALLE INTERNATIONAL  
LIMITED**

**1<sup>ST</sup> APPLICANT**

**MAMBWE KENNEDY**

**2<sup>ND</sup> APPLICANT**

**AND**

**KISEMBO KABALE T/A CLUB VEGAS**

**RESPONDENT**

**BEFORE THE HONOURABLE MADAM JUSTICE P. K. YANGAILO  
ON 18<sup>TH</sup> AUGUST, 2017.**

*For the 1<sup>st</sup> Applicant:* N/A

*For the 2<sup>nd</sup> Applicant:* N/A

*For the Respondent:* Mr. N. Okware - Messrs. Okware & Associates

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## **RULING**

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**CASE REFERRED TO:**

1. *Salomon vs. Salomon & Company Limited (1897) AC 22;*

**LEGISLATION AND OTHER WORKS REFERRED TO:**

1. *High Court Act, Chapter 27 of the Laws of Zambia;*

2. *The Companies Act, Chapter 388 of the Laws of Zambia;*
3. *Gower: Principles of Modern Company Law, Sweet & Maxwell, 4th Edition; and*
4. *The Supreme Court Practice 1999 Edition (The White Book).*

The genesis of this case is that on 27<sup>th</sup> June, 2017, the Applicants launched proceedings against the Respondent. The reliefs sought from the Respondent as contained in the Originating Notice of Motion are: -

1. *For declaratory order that the Applicants are not liable for the sum of K70,000.00 and/or any rentals accruing during the period that the Respondent unlawfully locked the warehouse;*
2. *That the Respondent's verbal notice made on 23<sup>rd</sup> June, 2017 to terminate the tenancy agreement is null and void;*
3. *An order of injunction restraining the Respondent from locking out the Applicants or interfering with the Applicants' quiet enjoyment of the warehouse situate in Buseko along Mzilikazi Road;*
4. *Damages for loss of business; and*
5. *Costs of the proceedings.*

The Originating Notice of Motion was accompanied by an Affidavit in Support sworn by one Mambwe Kennedy, the 2<sup>nd</sup> Applicant herein and Managing Director of the 1<sup>st</sup> Applicant company. In the said Affidavit in Support, the 2<sup>nd</sup> Applicant averred, *inter alia*, as follows: -

1. *That sometime in 2016, the Applicants executed a verbal tenancy agreement with the Respondent to rent its warehouse situated in Buseko along Mzilikazi Road at a monthly sum of K10,000.00;*
2. *That the premises were initially used by the Applicants to make iron sheets and has since ventured into manufacturing of paints;*

