

**IN THE COURT OF APPEAL FOR ZAMBIA
HOLDEN AT LUSAKA**
(Civil Jurisdiction)

APPEAL No. 79/2017



BETWEEN

CITIBANK ZAMBIA LIMITED

APPELLANT

AND

SUHAYL DUDHIA

RESPONDENT

Coram: Mchenga DJP, Mulongoti and Sichinga JJA

On the 4th October, 2017 and 14th December, 2017

For the Appellant: Mr. R. Peterson of Chibesakunda and Co

For the Respondent: N/A

JUDGMENT

MULONGOTI, JA, delivered the judgment of the court.

Cases referred to:

1. *N.B Mbazima and Others Joint Liquidators of Zimco Limited (In Liquidation) v Reuben Vera (2001) ZR 43 (SC)*
2. *Development Bank of Zambia and KPMG Peat Marwick v Sunvest Limited and Sun Pharmaceuticals Limited (1995 – 97) ZR 187 (SC)*

3. **Michelo Special Georges Mwiinga and Florence Kachesa Mwiinga v Zambia National Commercial Bank Plc. SCZ Judgment No. 51/2014**
4. **National Westminster Bank Plc. V Skelton and another (1993) 1 ALL E.R 242**
5. **Ashley Guarantee Plc. v Zacharia and another (1993) 1 ALL E.R 254**
6. **Citibank Trust v Ayivor and another (1987) 3 ALL E.R**

Legislation referred to:

1. **Constitution of Zambia (Amendment) Act No.2 of 2016**
2. **High Court Act, Chapter 27 of The Laws of Zambia**

This is an appeal against the ruling of the High Court which stayed the appellant's case before that Court pending determination of the case between the same parties in the Industrial Relations Court (IRC) division.

The brief background to this case is that the respondent was employed by the appellant from 10th December, 2010 until 4th July, 2013 when his contract of employment was terminated. During the tenure of his employment, the respondent obtained a personal loan from the appellant in the sum of K121,004.82. One of the terms of the loan agreement was that upon termination of the respondent's employment the loan would become due and payable. The appellant immediately following termination, informed the respondent that the loan was due and payable.

