

**IN THE HIGH COURT FOR ZAMBIA
AT THE PRINCIPAL REGISTRY
HOLD AT LUSAKA**

2014/HP/1554

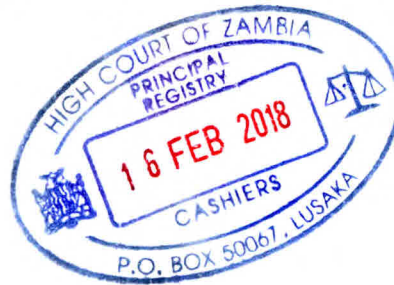
(Civil Jurisdiction)

BETWEEN:

EDRICK JERE

AND

MALISON MUKONDE



PLAINTIFF

DEFENDANT

**Before Honourable Mrs. Justice S. M. Wanjelani on 16 day of
February, 2018**

*For the Plaintiff: Mrs. P. Chisanga-Miti, Messrs KMG Chisanga
Advocates*

For the Respondent: N/A

RULING

Cases referred to:

1. *Zulu v The People* (1990-1992) ZR 62
2. *Balogh v The Crown Court at St. Albans* [1974] 3 All E.R. 283.
3. *Beatrice Nyambe v Barclays Bank Zambia Plc* (2008) ZR Vol. 2 page 195
4. *Rosemary Chibwe V Austin Chibwe* (SCZ Judgment No. 38 of 2000),

Legislation and other material referred to:

1. *Rules of the Supreme Court, 1999 Edition*
2. *Black's Law Dictionary, 8thEdn (2004)*

This is a Ruling on the Plaintiff's Ex-parte application for Leave to commence Contempt Proceedings pursuant to **Order 52, the Rules of the Supreme Court, 1997**.

The application is supported by an Affidavit in Support sworn by **EDRICK JERE**, in which he deposed that on 23rd March 2015, a Judgment in Default of Appearance and Defence was entered in favour of the Plaintiff for specific performance of the Contract for the sale of the property known as **Stand Number 34797**, Lusaka. as per exhibit copy of the same marked "**EJ1**".

He further deposed that despite the Order in the Judgment made by the Court, the Defendant failed or neglected to perform his obligation under the Contract of Sale and in a bid to finalize the sale, the Deponent sought an Order to have the Deputy Registrar of the High Court execute the Assignment on behalf of the Defendant on 23rd December 2015 as per copy of the Order marked "**EJ2**".

The Deponent contends that he was advised by his Counsel of record that they had been making frantic and repeated efforts to get the Defendant to specifically perform the assignment by settling the property transfer tax payable on the sale and allow the Zambia Revenue Authority to grant clearance of the transaction but the Defendant has continued to disregard the Order of the Court, and all attempts to have him perform his obligation under the Contract of Sale have proved futile. The Deponent concluded by stating that he was advised by his Advocates of record that the conduct of the Defendant was calculated at undermining the Judgment of the

