

IN THE HIGH COURT FOR ZAMBIA
AT THE COMMERCIAL REGISTRY
HOLDEN AT LUSAKA
(Civil Jurisdiction)

2014/HPC/0430

In the matter of: An Application under Order 30 Rule 14 of the High Court Act Chapter 27 of the Laws of Zambia

In the matter of: The property comprised in a Third Party Mortgage relating to Stand No. 873, Lusaka in the Lusaka Province of Zambia in the name of Peter Bukasa Mbaya

BETWEEN:

FIRST NATIONAL BANK ZAMBIA LIMITED

APPLICANT

AND

BIG WILLAS TRANSPORT & GENERAL SUPPLIER
LIMITED

1ST RESPONDENT

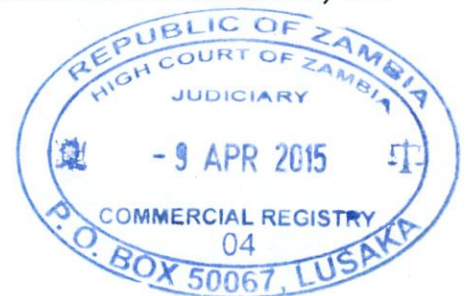
PETER BUKASA MBAYA

2ND RESPONDENT

**BEFORE HON. MADAM JUSTICE PRISCA MATIMBA NYAMBE, SC
AT LUSAKA IN CHAMBERS**

For the Applicant:

Mr. M Moonga
Manager Litigation
First National Bank



For the Respondents:

No appearance

JUDGMENT

List of authorities referred to:

1. Order 30 Rule 14 of the Rules of the High Court Cap 27 of the Laws of Zambia

This is a Mortgage action brought by the Applicant Pursuant to **Order 30 Rule 14 of the Rules of the High Court Cap 27 of the Laws of Zambia**. The application is supported by an affidavit, skeleton arguments filed on 17th October 2014. **Mr. Moono** for the Applicant also relied an affidavit in reply filed on 17th February, 2015.

The record shows that the Respondents are indebted to the Applicant in the sum of K505,931.29 as at 14th August, 2014. The debt arises from an Overdraft Facility and a Business Term Loan availed to the 1st Respondent on 6th October, 2010 as evidenced by Exhibit "EK1"; the Facility Letter herein.

The Respondent filed an affidavit in opposition dated 13th January 2015; which in any event does not disclose any defence to the claim. Notice of the hearing date and time was served upon the Respondents, and duly acknowledged. The Respondents are therefore aware of this hearing date and time. At the hearing there was no appearance on behalf of the Respondents.

No reason has been communicated to Court for their none appearance.

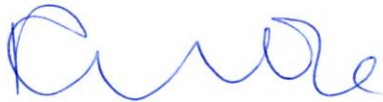
On the documents on record, I am satisfied that the Respondents are justly indebted to the Applicant in the sum as endorsed; and have no defence to the claim.

In the event the application by the Applicant is granted as endorsed.

ORDER:-

1. I enter Judgment in favour of the Plaintiff in the sum of K505,931.29 with interest at the current Bank of Zambia lending rate.
2. The Respondents do settle the Judgment Debt with interest as above within three (03) months from the date of this Judgment. In default the Applicant shall be at liberty without further Court Order to exercise its power to Foreclose, take delivery of vacant possession and Sale the Mortgaged Property being Stand No. 873, Lusaka registered in the name of the 2nd Respondent, which was pledged as security for the 1st Respondent's borrowing.
3. In the event the Sale of the Mortgaged Property does not satisfy the debt, the Applicant shall be at liberty to enforce the Personal Guarantee provided herein.
4. Costs shall follow the Cause, to be taxed in default of agreement.

Dated this.....^{9th}.....day of^{April}.....2015


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Prisca M. Nyambe, SC
JUDGE