

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

2013/HPC/0560

In the matter of: The Landlord and Tenant (Business Premises) Act Cap 193  
In the matter of: The Termination of Lease Agreements  
In the matter of: Sections 4, 5, 6, 11, 15, 16 and 23 of the Act

**BETWEEN:**

M.I.A. LIMITED AND 15 OTHERS  
AND



APPLICANTS

NATIONAL PENSION SCHEME AUTHORITY

RESPONDENT

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

For the Applicants: Mr. M J Katolo  
*Messrs Milner & Paul Practitioners*

For the Respondent: Mr. K Musaila  
*Messrs Chonta, Musaila & Pindani  
Advocates*

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**RULING**

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On 12<sup>th</sup> May 2016, the parties herein by their Advocates appeared before me and presented a Consent Order dated 3<sup>rd</sup> May 2016 to which they had consented. In the said Order the Court was moved/requested to make certain determinations. The Court did not agree with the contents of the said Order,

and to be made part of it in that manner. I therefore declined to sign the subject Consent Order and requested the parties to redraft the same without enjoining the Court; and to file the new Consent Order no later than Friday 13<sup>th</sup> May 2016.

On Friday 13<sup>th</sup> May 2013, through the Marshal, **Messrs Chonta, Musaila & Pindani Advocates**, wrote and informed the Court that the Applicant's lawyers had instructions from their clients not to sign the Consent Order as directed by the Court on 12<sup>th</sup> May 2016 and that they were of view that the Court should proceed by way of a Ruling. The letter finally seeks the way forward in this matter.

The Judgment dated 25<sup>th</sup> August 2014 is very clear and unambiguous. Moreover neither party has appealed the said Judgment.

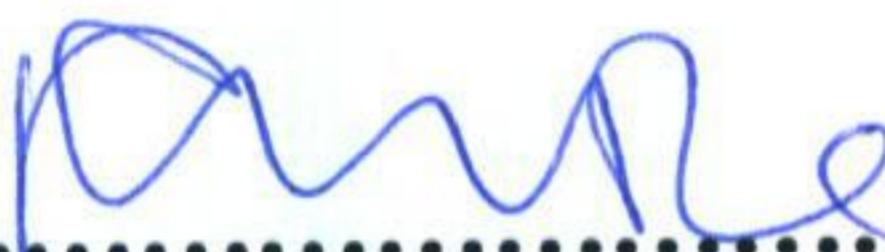
In the event the Judgment of the Court dated 25<sup>th</sup> August 2014 is of full force and effect. In particular the parties shall proceed as provided for in paragraph (iii) of the said Judgment i.e:

*“Fresh Lease Agreements be executed between the Applicants and the Respondent to negotiate and agree between the Landlord and each tenant on the rent that will be applicable to the new tenancy, **taking into consideration the prevailing market prices. In default of agreement the Respondent shall be at liberty to advertise and offer the affected business premises to the public**”.* (emphasis added)

For the avoidance of doubt, the rent applicable at any given time i.e. from the time when the Applicants requested new tenancies shall be as stated in paragraph (iii) of the Judgment dated 25<sup>th</sup> August 2014, i.e. *“the prevailing market price or rentals”*. In default the Respondent shall be at liberty within thirty (30) days from the date of this Ruling to advertise and offer the affected business premises to the public without further Court Order.

I make no order as to costs.

Dated this.....17<sup>th</sup>.....day of .....May.....2016

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**Prisca M. Nyambe, SC**  
**JUDGE**