

**THE ROLE OF THE ZAMBIAN COURTS IN ALTERNATIVE DISPUTE RESOLUTION: A
COMMENTARY ON THE RULING OF VITIMA LUNGU AND OTHERS VS ITWI
LIKANDO LIWENA 2026/HPC/0063 DATED 30th MARCH, 2026.**

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ABSTRACT

This research gives a detailed discussion on the role of the Zambian courts in Alternative Dispute Resolution (ADR). The paper comments on the recent ruling of the Zambian High Court in *Vitima Lungu and Others v Itwi Likando Liwena* 2026/HPC/0063 in which the court stayed proceedings (litigation) and referred the matter to ADR. This paper has established that the decision is sound as it reinforces the constitutional mandate of the courts in the role of ADR and promotes prompt settlement of matters in the conveyancing process. The demerit of the decision is that it leaves provision for parties to re-apply to court to re-litigate the matter if ADR fails, a route that may lead to delayed disposal of cases. The paper analyses the Court's reasoning in light of Article 118(2)(d) of the Constitution of Zambia, the Arbitration Act No. 19 of 2000, and the High Court Rules, which collectively mandate the promotion of alternative dispute resolution. It examines the enforceability of arbitration clauses and the court's *prima facie* duty to stay proceedings where a valid arbitration agreement exists, unless shown to be null, void, inoperative, or incapable of performance. The study situates the decision within Zambia's broader constitutional and statutory framework that encourages negotiation, mediation, and arbitration as mechanisms for enhancing access to justice and reducing court congestion. Overall, the judgment affirms judicial support for ADR while revealing procedural concerns where unsuccessful ADR may prolong dispute resolution.

Keywords: *Litigation, Alternative Dispute Resolution, Arbitration, Mediation, Negotiation*

INTRODUCTION

Litigation is the primary means of resolving disputes in Zambia (process of adjudication in the courts). This power is vested in the courts.¹ However, the Constitution also provides for Alternative Dispute Resolution (ADR) mechanisms (means of resolving disputes *ex curia*).² It provides for resolution of disputes using traditional dispute resolution mechanisms provided it is in line with the Constitution.³ To reinforce the ADR mechanisms, lawyers are now mandated to advise clients to resolve disputes amicably outside court rather than pursuing litigation, for matters which are capable of being resolved through ADR. This is pursuant to the *Legal Practitioners Rules*.⁴

This paper comments on the recent High Court of Zambia decision (hereinafter “Vitima case) in light of its decision to stay proceedings and refer the matter to ADR. The paper progresses as follows:

BRIEF FACTS OF THE CASE

The brief facts of the case are the Plaintiffs were the personal representatives of a deceased vendor who contracted with the Defendant as purchaser of a leasehold property in the Kabulonga area of Lusaka. The court found as a fact that special condition 1 of the contract of sale imported the LAZ General Conditions of Sale, 2018 (the "LAZ General Conditions"), subject to variations which did not include the dispute resolution provisions. The court further established that the Defendant reacted to the originating process with an application filed on 11th February 2026 seeking that the dispute be referred to arbitration and proceedings stayed. The application was supported by an affidavit and arguments dated 11th February 2026 and opposed through an affidavit and arguments of 13th March 2026.

DECISION AND REASONING OF THE COURT

The court quoted the *High Court Rules*⁵ (the "HCR") which provides:

If the parties to a suit are desirous that the matters in difference between them in the suit, or any of such matters, should be referred to the final decision of one or more arbitrator or arbitrators, they may apply to the Court or a Judge, at any time before final judgment, for an order of reference; and the Court or a Judge may, on such application, make an order of reference accordingly. (Emphasis mine)

¹ *Constitution of Zambia*, Amendment Act No. 2 of 2016, Chapter 1 of the laws of Zambia, Article 118

² *Constitution of Zambia*, Amendment Act No. 2 of 2016, Chapter 1 of the laws of Zambia, Article 118(2)

³ *Constitution of Zambia*, Amendment Act No. 2 of 2016, Chapter 1 of the laws of Zambia, Article 118(2)

⁴ *Legal Practitioners Rules* SI No. 50 of 2025 Rule 39

⁵ *High Court Rules* Chapter 27 of the Laws of Zambia, Order 45 Rule 1

The court further cited the *Arbitration Act*⁶ which confers a statutory power on the Court to re-direct a matter to arbitration at the instance of a litigant before it. It provides:

A court before which proceedings are brought in a matter which is the subject of an arbitration agreement shall, if a party so requests at any stage of the proceedings and notwithstanding any written law, stay those proceedings and refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed. " (Emphasis added by the court)

The court further quoted an English case of *Home and Overseas Insurance Co Ltd v Mentor Insurance co (UK) Ltd*⁷ in which Parker J stated:

In cases where there is an arbitration clause it is in my judgement the more necessary that full-scale argument should not be permitted. The parties have agreed on their chosen tribunal and a defendant is entitled prima facie to have the dispute decided by that tribunal in the first instance, to be free from the intervention of the courts until it has been so decided and thereafter, if it is in his favour, to hold it unless the plaintiff obtains leave to appeal and successfully appeals. " (Emphasis added by court)

The High Court further quoted the decision of the Zambian Supreme Court in *Audrey Nyambe v Total Zambia Limited*⁸ in which it was stated:

Quite clearly, the law is settled as far as the jurisdiction of the High Court is concerned in matters where a contract embodies an arbitration clause. Section 10 of the Act provides as follows---

Counsel for the respondent is right that we have passed a number of decisions where we have given effect to section 10 of the Act. However, in determining whether a matter is amenable to arbitration or not, it is imperative that the wording in the arbitration clause itself is closely studied. " (Emphasis added by the court)

In determining the matter, the court considered the LAZ General Conditions (applicable to the contract of sale in issue) which provided as follows in clause 27 (d):

d) Resolution of dispute by arbitration

⁶ *Arbitration Act* No. 19 of 2000, Section 10

⁷ *Home and Overseas Insurance Co Ltd v Mentor Insurance co (UK) Ltd* (1989) 3 All ER 74 at p.78

⁸ *Audrey Nyambe v Total Zambia Limited* Vol. 1 (2015) Z.R 1 at p. 7

In default of resolution of a dispute by negotiation or disputes, controversies or claims arising from the interpretation, performance or non-performance or enforcement of the Contract between the parties or any and all transactions related to these General Conditions of Sale (including; but not limited to, the validity, scope and enforceability of this provision, or disputes under rights granted pursuant to law) shall be finally and completely resolved by arbitration before a single arbitrator in accordance with the provisions of the Arbitration Act No. 19 of 2000 of the Republic of Zambia (or any statutory modification thereof applicable at the time of the issuance of the Dispute Notice).

The place and seat of arbitration shall be Lusaka, Zambia. The language to be used in the arbitral proceedings shall be English. " (Emphasis added by the court)

The High Court adopted the ordinary and natural meaning of the words used in clause 27(d) of the LAZ General Conditions and held that the blanket wide forum for ultimate resolution of disputes under the contract is arbitration. The court found that the Plaintiff's cause of action was one for breach of the contract. It was further established that the differences between the Plaintiff and Defendant are therefore wholly captured by the arbitration clause applicable to the contract. It was held that the Plaintiff and Defendant must thus be taken to be bound by the contract, the provisions of which ought to be enforced by this Court.

The court held that there is a prima facie duty on this Court to uphold the arbitration clause in LAZ General Conditions 27 (d) unless satisfied that it is invalid, inapplicable or inoperative. The court was guided by the decision of CJ, Malila in *ZCCM Investments Holding Plc. v Vedanta Resources Holding Ltd. & Anr*⁹.

The court was found that there was no material on record to show that the arbitration clause is invalid, inapplicable or inoperative and I have already determined that the Plaintiff's grievances are captured by the clause. It held that the dispute resolution mechanism in clause 27 of the LAZ General Conditions was applicable and consequently, the application was granted.

The court noted that there was a multi-tiered mechanism with the first stage being dialogue and negotiations (see 27b) and c)) while arbitration is reserved as the escalation point. (Emphasis mine). Accordingly, it was ordered that the proceedings are stayed and the matter is referred to arbitration on

⁹ *ZCCM Investments Holding Plc. v Vedanta Resources Holding Ltd. & Anr* Ruling dated 22nd March 2022 in Appeal No. 14/2021 at p. R51-53.

condition that the parties follow through with the graduated approach under clause 27 of the LAZ General Conditions. (Emphasis mine)

It was further ordered that if the said clause was not invoked within 45 days thereof (or any other period agreed upon in writing), any of the parties was at liberty to file an affidavit verifying the facts of such inactivity and to request that the matter be re-listed for litigation. (Emphasis mine)

ANALYSIS AND COMMENTARY ON THE DECISION

Zambia's legal system is based on the English legal system. The legacy of English law has its roots in the British colonial era when Northern Rhodesia, now present-day Zambia, was a protected territory of Britain.¹⁰ The basic tenet of the Zambian legal system is the adversarial system of adjudication for both criminal and civil proceedings.¹¹ The jury system is not provided for under Zambian legislation. The Constitution of Zambia creates the three arms of government, namely the Executive, Legislature and Judiciary. Separate pieces of legislation provide for the establishment of the various courts, while the procedure for each court is promulgated by way of statutory instruments usually issued under the hand of the Chief Justice.

The cardinal pieces of legislation, with respect to the Constitution and jurisdiction of the courts, are the Local Courts Act, the Small Claims Court Act, the Subordinate Court Act, the High Court Act, the Industrial and Labour Relations Act, the Court of Appeal Act, the Constitutional Court Act, and the Supreme Court of Zambia Act. It is important to note that the Zambian Constitution enjoys supremacy over all legislation and the provision of Article 120¹² of the Constitution of Zambia provides for the establishment of courts.¹³

In the Zambian civil court system, the Supreme Court determines all appeals from the Court of Appeal. The Supreme Court is the highest court of the land and the final court of appeal. It is not bound by its judgments. The Supreme Court and the Constitutional Court rank *pari passu*¹⁴, and it is important to state that the Constitutional Court's jurisdiction is limited to cases arising out of the Constitution.

¹⁰ Erick, Silwamba, Lubinda, Liyanda, Milesi Undi and Mwape, Chileshe 'Litigation and Dispute Resolution Laws and Regulations Zambia 2024.' Retrieved from. <iclg.com/practice>.

¹¹ Ibid.

¹² Article 120 of the Zambian Constitution (Amendment) No. 2 of 2016.

¹³ Erick, Silwamba, Lubinda, Liyanda, Milesi Undi and Mwape, Chileshe 'Litigation and Dispute Resolution Laws and Regulations Zambia 2024.' Retrieved from. <iclg.com/practice>.

¹⁴ Article 121 of the Zambian Constitution (Amendment) No. 2 of 2016.

The Constitutional Court has both original and final jurisdiction.¹⁵ The Constitutional Court has original and final jurisdiction to hear a matter relating to the interpretation of the Republican Constitution and matters relating to the violation of the Republican Constitution. Where a question relating to the Constitution arises before any court, the presiding judge may refer the question to the Constitutional Court for determination.¹⁶

The Court of Appeal has an appellant jurisdiction.¹⁷ Its appellate jurisdiction is to hear appeals from the High Court and quasi-judicial bodies, for example tribunals or arbitrators. An appeal from the Court of Appeal lies to the Supreme Court with leave of the Court of Appeal.¹⁸

The High Court has both original and appellant jurisdiction.¹⁹ Its original jurisdiction is to the extent that any civil claim exceeding an amount set by the High Court Rules of the High Court Act (the “High Court Rules”) has to be commenced in the High Court. On the other hand, its jurisdiction is appellate to the extent that decisions from the subordinate courts are appealable to the High Court. Currently, it also determines matters relating to the Bill of Rights as enshrined in the Constitution. It is worth noting that, administratively, the High Court has been segmented into specialised jurisdictions, i.e., the Family Division, Labour and Industrial Relations, Commercial List and General List. It is also important to note that the High Court has time limitations for delivery of rulings and judgments of 90 days and 100 days, respectively.

The Subordinate Court has an original and appellate jurisdiction similar to the High Court; however, its jurisdiction is limited according to the quantum of the claim and the nature of the relief being sought by a party to litigation. The Subordinate Court exercises its appellate jurisdiction when it hears appeals from the Local Court. The appeal for the local courts takes the form of a rehearing on the record and matters are heard afresh (*de novo*).²⁰ The Subordinate Court has its own rules of court procedure, and recourse to the County Court Rules (“CCR”) is to be had in the event of any default on account of a lack of provision to deal with any procedural aspect. The Local Courts are courts that administer customary law, usually restricted to traditional disputes.

¹⁵ Article 128, *ibid*

¹⁶ *Ibid*.

¹⁷ *Ibid*.

¹⁸ Moira, Mukuka and Sharon, Sakuwaha, ‘Legal system in Zambia’, 2023. Accessed at:<mondaq.com/trial>.

¹⁹ Article 134, *ibid*.

²⁰ Moira, Mukuka and Sharon, Sakuwaha, ‘Legal system in Zambia’, 2023. Accessed at:<mondaq.com/trial>.

All the respective courts have Rules of Procedure for Civil Matters in terms of Supreme Court Rules, Constitutional Court Rules, Court of Appeal Rules, High Court Rules, Subordinate Court Rules and Local Court Rules.

Worthy of mention are the Small Claims Courts, which are presided over by part-time judicial officers called Commissioners, who are in fact practising advocates. These courts are informal and determine minor disputes by way of a fast-track procedure.

With respect to ADR, the Zambian courts are constitutionally mandated in exercising judicial authority, to be guided by principles which include, promotion of alternative forms of dispute resolution, including traditional dispute resolution mechanisms provided they are in line with the bill of rights, among others.²¹

The Zambian High Court decision in *Vatima* is sound as it fulfils the constitutional mandate to promote ADR mechanisms. Zambia has increasingly adopted the use of alternative dispute resolution (ADR) in its legal system as a means of resolving dispute between parties.²² In doing so Zambia introduced court annexed mediation in both the Subordinate Courts and the High court. A judge is at liberty to refer a matter to mediation in appropriate cases.²³ There is however, no current framework for non-court annexed mediation. Parties can, nonetheless, contractually agree to resolve their dispute by mediation or other form of ADR.

The Zambia constitution serves as a vital instrument for Alternative Dispute Resolution (ADR). One key aspect of the Zambian Constitution that promotes ADR is its recognition of the importance of traditional and customary dispute resolution mechanisms. Zambia is a country with a rich diversity of cultures and traditions, each with its own ways of resolving conflicts. The constitution acknowledges the value of these traditional methods and encourages their use alongside formal legal process. Article 118 (2) (d)²⁴ provides that alternative forms of dispute resolution, including traditional dispute resolution mechanisms, shall be promoted, subject to clause (3) of the constitution. Furthermore, the Zambian constitution shrines the principles of fairness, justice and equality before the law.²⁵ These principles are essential for the successful implementation of ADR, as they ensure that all parties involved in the dispute are treated fairly and have equal access to the process. Upholding these

²¹ Constitution of Zambia, Act No. 2 of 2016, Article 118(2)(e)

²² *Ibid*

²³ *Ibid*.

²⁴ Constitution (Amendment) Act No. 2 of 2016.

²⁵ Article 18 of the Constitution (Amendment) No. 18 of 2016.

principles, the constitution sets the stage for the successful use of ADR methods such as mediation and arbitration in resolving disputes in Zambia.

The Arbitration Act No 19 of 2000.

One of the key laws that governs ADR in Zambia is the Arbitration Act of 2000. This Act provides a legal framework for the resolution of disputes through arbitration, which is a form of ADR where an independent third, known as an arbitrator, hears the parties' argument and makes a binding decision. The Act sets out the procedures for conducting arbitration proceedings, the qualifications and powers of arbitrators and the enforcement of arbitral awards.

Section 10 (1)²⁶ of the Zambian Arbitration Act stipulates as follows;

“A court before which legal proceedings are brought in a matter which is the subject of an arbitration agreement shall, if a party so request at any stage of the proceedings and notwithstanding any written law, stay those proceedings and refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed. Where proceeding referred to in subsection (1) have been brought, arbitral proceedings may nevertheless be commenced or continued, and an award may be made, while the issue is pending before court”

Section 10 (1) of the Arbitration Act is couched in language which suggests that it is mandatory to refer a matter to Arbitration which is the subject of an arbitration agreement. The question that then arises is how do you determine whether an arbitration agreement is null, void, inoperative or incapable of being performed as demanded by Section 10(1) of the Zambian Arbitration Act

To be considered valid, an arbitration agreement should be both formally and materially valid. An arbitration agreement fulfils formal validity if it meets the requirements set out by national and international rules that determine arbitration validity in the jurisdiction where the validity of such an agreement is being contested²⁷. However, it must be noted from the onset that not all matters can be referred to arbitration. Section 6(2)²⁸ of the Arbitrations Act list certain matters that cannot be resolved or referred to Arbitration for resolution. The aforesaid section provides that, “Criminal matters (unless the courts allow), Matters contrary to public policy, Matrimonial causes and matters incidental thereto, matters against public policy, Maternity and paternity disputes and Matters affecting the interest of a minor cannot be sent to arbitration for resolution.”

²⁶ No. 19 of 2000.

²⁷ Tibor Varady, John J Barcelo III & Arthur T.Von Mehren “*International Commercial Arbitration: A Transnational Perspective*” P89.

²⁸ Section 6(2) of the Arbitrations Act of 2000.

The Arbitration Act²⁹ has no explicit provision which states what an agreement entails and should contain, but makes a provision of this via the first Schedule read with s8 (1) of the act.

S8 (1)³⁰ reads as follows;

“Where the place of arbitration is in Zambia, the first schedule shall, subject to other provisions of this act, apply to the arbitration.”

The first schedule contains the United Nations Commission on International Trade Law (UNCITRAL) Model Law³¹. In terms of Article 7 of the aforementioned;

(1) “An arbitration agreement is an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not. An arbitration agreement may be in form of an arbitration clause in a contract or in the form of a separate agreement.

(2) The arbitration agreement shall be in writing. An agreement is in writing if it is contained in a document signed by the parties or in an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement...

The Zambian Arbitration act³² also considers an arbitration agreement which is in the form of an arbitration clause in a contract or in the form of a separate agreement as being valid³³. The act also requires that such an agreement be in writing for it to be valid, the act considers an agreement to be in writing if is contained in a document signed by the parties in writing or in an exchange of letter, telex or telegrams or other means of communication³⁴. An arbitration agreement can only be valid on a material basis where there is a common intention by the parties to refer a possible dispute to arbitration. No common intent exists on arbitration unless the ‘final’ arbitration clause has manifest and certain meaning. This common intent of the parties can be deduced from their expressions.

The High Court Rules Chapter 27 of the laws of Zambia

²⁹ Supra.

³⁰ No. 19 of 2000.

³¹ United Nations Document A/40/17 Annex 1

³² Supra

³³ Supra s9(1)

³⁴ Ibid s9(2)

The High Court Rules play a significant role in governing ADR processes and ensuring the efficient resolution of disputes. The High Court rules of Zambia provide a framework for the implementation of ADR mechanisms such as mediation, arbitration and negotiation. These rules establish guide lines and procedures that parties can use to resolve their disputes in a more informal and cost effective. Furthermore, the High Cout Rules of Zambia promote the use of ADR by creating incentives for parties to explore alternative dispute resolution methods. Order XXXI Rule 4³⁵ of the High Court Rules provides that:

“Except for cases involving constitutional issues or the liberty of an individual or an injunction or where the trial Judge considers the case to be unsuitable for referral, every action may, upon being set down for trial, be referred by the trial Judge for mediation and where mediation fails the trial Judge shall summon the parties to fix a hearing date.”

Industrial Relations (Arbitration and Mediation) Rules 2002.

The Industrial Relations (Arbitration and Mediation) Rules of 2002 in Zambia governs Alternative Dispute Resolution (ADR). The rules provide guidelines for conducting arbitration and mediation proceedings, including the appointment of arbitrators and mediators, conduct of hearings and making awards. Mediation under the Industrial Relations Court used to be provided for under S.I no. 26 of Industrial Relations (Arbitration and Mediation) Rules 2002. It was provided in section 12 (1)³⁶ that, the Court or Judge may refer any action to mediation at any stage of proceedings except where: (a) the case involves an injunction; or (b) the Court or Judge considers a case unsuitable for reference to mediation. Section 13 (1)³⁷ provided, that a mediation officer shall keep a list of mediators who have been trained and certified to act in this capacity. Rule 14 (1)³⁸ stated that, where a mediator who was appointed in respect of a matter, the mediation officer would handover the record of the suit, action or legal proceedings.

However, the Industrial Relations Court under the amended 2016 Constitution has now been annexed as a Division of the High court under Article 133 (2)³⁹ of the Constitution Act No. 2 of 2016. The industrial Relations Division of the High Court may refer the dispute to arbitration or mediation pursuant to Rule 6 and 12 of the Industrial Relations Court (Arbitration and Mediation) Sectio of 2002 respectively. Rule 6 underscores that, “the Court or Judge shall, by an order under the seal of the Court,

³⁵ The High Court Rules Chapter 27 of the Laws of Zambia.

³⁶ S.I No. 26 of Industrial Relations (Arbitration and Mediation) Rules of 2002.

³⁷ Rule 13 (1), Supra.

³⁸ Rule 14 (1), Supra.

³⁹ The Zambian Constitution (Amendment) No. 2 of 2016.

refer to the arbitrators, the matter in issue in the suit which requires determination.”⁴⁰ Rule 12 (1)⁴¹ provides that, “the Court or a Judge may refer any action to mediation at any stage of proceedings except where: (a) the case involves an injunction; or (b) the Court or a Judge considers a case unsuitable for reference to mediation.” The mediator soon after collecting record contact parties to the action state time, date and place of the mediation.⁴²

Rule 16⁴³ provides that, “a party to mediation shall appear in person and where represented, with their legal practitioner. At the commencement of mediation, the mediator shall read out to the parties, and their advocates the statement of understanding which the mediator shall request the parties to sign.⁴⁴ The mediator shall not keep a record of the mediation.⁴⁵ Where the mediator prepares any document during proceedings and the mediation fails, the mediator shall destroy such document in the presence of both parties at the end of the mediation.⁴⁶ Any statement made during mediation is confidential and privileged and may not be used as evidence in any matter.⁴⁷

A mediator may not communicate with any trial Judge in relation to any matter which is subject of mediation.⁴⁸ Rule 21 provides that, “where mediation fails, the mediator shall within ten days after the close of mediation proceedings return the record.” Where the Court or Judge receives a report, the Court or a Judge shall, within fourteen days of such receipt, summon the parties for purposes of fixing the date of hearing for the pending action or application.⁴⁹ However, where mediation ends in a settlement, it shall be registered and sealed by the Court.⁵⁰ Rule 22 (3) underscores that, “a mediation settlement sealed and registered by the Court shall have the force and effect of a judgment, order or any decision of the Court or Judge and shall be enforced in the like manner.” There shall be no appeal against a mediated settlement.⁵¹

The Legal Aid Act No. 3 of 2021

The Legal Aid Act in Zambia governs and regulate Alternative Dispute Resolution (ADR). The Legal Aid Act in Section 2⁵² provides the types of ADR. The section states that alternative methods of dispute

⁴⁰ Rule 6 of the Industrial Relation (Arbitration and Mediation) Rules of 2002.

⁴¹ Rule 12, Supra.

⁴² Section 15, supra.

⁴³ Section 16, Supra.

⁴⁴ Section 17 Supra.

⁴⁵ Section 18, Supra.

⁴⁶ Section 18 (2), Supra.

⁴⁷ Section 19, Supra.

⁴⁸ Rule 20, Supra.

⁴⁹ Rule 21 (3), Supra.

⁵⁰ Rule 22(2), Supra.

⁵¹ Rule 27, Supra.

⁵² The Legal Aid Act of 2021.

resolution will include negotiation, mediation, conciliation and arbitration. Furthermore, section 37⁵³ allows the director of the legal aid board to recommend a party to ADR as a condition for a party to get legal aid.

Overall, the laws and regulations that govern ADR in Zambia plays a crucial role in ensuring that the process is transparent, fair and effective. By providing a legal framework for ADR, these laws help to promote access to justice, reduce the backlog of cases in the court system, and encourage parties to resolve their disputes amicably.

CONCLUSION

ADR has become an increasingly popular way to resolve disputes in Zambia due to its cost-effectiveness, efficiency, and flexibility. ADR refers to any method of resolving disputes outside the traditional court system, such as mediation, Arbitration, and negotiation. In Zambia, there laws and regulations that governs ADR to ensure that the process is fair and effective.

Zambia legal system is based on common law and customary law, with hierarchical court structure headed by the Supreme Court and Constitutional Court as they are equivalently ranked. The Constitution is the supreme law, followed by statutes, judicial precedents and customary law. The judiciary is independent and the legal profession is self-regulated. The system recognizes traditional courts and alternative dispute resolution mechanisms, aiming to uphold justice, rule of law and human rights while promoting access to justice and dispute resolution.

The decision *in casu* reinforces the country's legal landscape, sharpening the application of justice and dispute resolution in Zambia. Additionally, the legal framework for ADR in Zamba is established through a range of laws and regulations, including the Arbitration Act (2000) the High Court Act Chapter 27 of the laws of Zambia, the Industrial Relation (Arbitration and Mediation) Rules of 2002 and Constitution of Zambia (Amendment) No. 2 of 2016. These laws provide for various ADR mechanisms, including; arbitration, mediation, and reconciliation, and establish institutions to oversee and facilitate ADR processes, creating a robust framework for resolving disputes efficiently and effectively.

⁵³ Section 37, *Supra*.

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