



IN THE HIGH COURT OF MALAWI  
PRINCIPAL REGISTRY  
CIVIL CAUSE NO.48 OF 2015

**BETWEEN**

**NOEL FOLE.....PLAINTIFF**

**-AND-**

**MALAWI HOUSING CORPORATION.....DEFENDANT**

**Coram: Hon. Justice M L Kamwambe**

Kalanda of counsel for the Plaintiff

Matumbi of counsel for the Defendant

Phiri....Official Interpreter

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**ORDER**

***Kamwambe J***

Before me is an application by the Plaintiff for an order for the continuation of the interim injunction order preventing the Defendant from forfeiting the lease that was granted to the Plaintiff.

On or about the 22<sup>nd</sup> August 2007 the Defendant offered Plaintiff a piece of land known as Plot No. LK 782/9 at Namiwawa in Blantyre on condition that he should develop the land within twelve months from 2<sup>nd</sup> July, 2008. On 8<sup>th</sup> May, 2008 the offer was cancelled for failure to pay the purchase price. Upon negotiations, Plaintiff was allowed to pay for the plot which resulted in the lease dated 2<sup>nd</sup> July, 2009 being issued to the Plaintiff. He paid for the plot on



18<sup>th</sup> June, 2008. The lease stated that the development period is from 2<sup>nd</sup> July, 2008 to 1<sup>st</sup> July, 2009. Plaintiff did not query this.

On 29<sup>th</sup> June, 2015 the Defendant gave Plaintiff 30 days' notice to commence development of the plot or risk re-possession. Plaintiff erected a temporary caretaker's house and a brick fence as shown on the picture and also erected a kiln for bricks. On 28<sup>th</sup> August, 2015 the plot was finally withdrawn from the Plaintiff for non-development. Internal office remarks dated 17<sup>th</sup> August, 2015 on Defendant's exhibit PC 2 are as follows:

**DACS**

*There is no development on site. Villagers from Mbwerera village are illegally moulding bricks. Your direction is sought.*

*EO(2)*

*Signed*

*17/08/15"*

The above site visit remarks must have led to the withdrawal of the plot when Plaintiff is of the view that there was and is development that was done in 30 days.

Plaintiff alleges that he submitted his plans to Defendant well in 2009 for their approval before taking them to Blantyre City Council for final approval and that he made several trips to Defendant's offices seeking such approval. The Defendant argues that they do not carry out approvals stated by Plaintiff but merely satisfies itself that the building is within bounds and stamps the building plans which are taken by the owner to Blantyre City Council on the same day. They say they have no storage place or registry for plans requiring vetting. They also say that Plaintiff failed to comply with the development notice.

