IN THE HIGH COURT OF MALAWI

PRINCIPAL REGISTRY

JUDICIAL REVIEW CASE NUMBER 71 OF 2017

BETWEEN:

THE STATE (On application of Francis Bisika) **CLAIMANT**

AND

THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY **DEFENDANT**

CORAM: JUSTICE M.A. TEMBO

Gondwe, Counsel for the Applicant
M'meta, Counsel for the Defendant
Mpasu, Official Court Interpreter

ORDER

This is the order of this Court on the defendant's application to set aside the order of interlocutory injunction granted in this matter. The order of interlocutory injunction was obtained on the granting of permission to apply for judicial review to the applicant.

The order of interlocutory injunction in question was in the following terms

> An order of injunction is hereby granted against the defendant's decision reversing the decision to renew the applicant's contract of employment upon acting on dictation from the Government until this matter is determined.

The grounds for the application to set aside are six-fold, namely, that the order of injunction herein was not applied for by the claimant. That the order of injunction granted herein is different from the order of injunction applied for, if any, in the notice of application for permission to apply for judicial review. That the application for injunction or interlocutory injunction if any was marred with patent defects and deficiencies. That the claimant is guilty of suppression and misrepresentation of material facts. That damages are an adequate remedy. And that the interests of justice militate against the grant of the injunction.

Counsel for the defendant filed a sworn statement in support of the application to set aside the order of injunction.

He indicated that the application is made under Order 10 rule 1 Courts (High Court) (Civil Procedure) Rules. That rule provides that

> A party may apply during a proceeding for an interlocutory order or direction of the Court by filing an application in Form 4.

This Court observes that it has inherent power to vary or set aside an order of interlocutory injunction which it has power to grant in the first place, although that power to set aside is not specifically provided for in Order 10 Courts (High Court) (Civil Procedure) Rules. This is simply a lacuna in the Rules. This Court has inherent power to reconsider an order of interlocutory injunction that was made ex parte as a matter of complying with the rules of natural justice.

It is quite clear that the other types of injunction that this Court has power to grant under Order 10 Courts (High Court) (Civil Procedure) Rules can be varied or set aside on application. See Order 10 rule 16 Courts (High Court) (Civil Procedure) Rules providing for variation or setting aside of freezing injunctions. And also Order 10 rule 27 Courts (High Court) (Civil Procedure) Rules providing for variation or setting aside of seizing injunctions.

The application was therefore properly taken out under Order 10 rule 1 Courts (High Court) (Civil Procedure) Rules.

The defendant's counsel then indicated that he perused the papers on the application for permission and the order granting permission as well as the notification of the decision of this Court granting permission.

He stated that the notice of application included a relief for a direction which mentioned an interlocutory injunction in its paragraph 6 as follows

> If permission is granted a direction that such a grant should operate as an interlocutory injunction restraining the defendant from abdicating its powers under the Communications Act by subcontracting of their powers in terms of the contract of employment to a third party (government).

He added that save for the reference to an interlocutory injunction in the relief section of the notice of application for permission to apply for judicial review, there was neither an application for an order of injunction nor for an order of interlocutory injunction in the originating process before this Court.

He then stated that the order granting permission provides for an order of injunction in the following terms

> An order of injunction is hereby granted against the defendant's decision reversing its decision to renew the claimant's contract of employment upon acting on dictation from a third party (government) until the determination of the judicial review proceedings.

He added that the notification of the Judge's decision embodies the order of injunction as follows

> An order of injunction is hereby granted against the defendant's decision reversing its decision to renew the claimant's contract of employment upon acting on dictation from the Government until the determination of the judicial review proceedings.

He then stated that the order of injunction applied for in the application for permission, if at all, is different from the order of injunction granted by this Court as contained in the order granting permission and the notification of this Court's decision.

The defendant then stated that the claimant suppressed or misrepresented the following material facts, namely, that exhibit FB2, being minutes of the 2nd extra ordinary meeting of the Board of the defendant held on 5th October 2017, was a correct copy of the minutes of the defendant's board and approved as such.

Further, that the claimant was in a new contract of employment from 19th October 2017.

The defendant's counsel indicated that, contrary to the immediately preceding factual distortions, the correct minutes of the 2nd extra ordinary meeting of the board of the defendant held on 5th October 2017, are as exhibited by the defendant as exhibit MM1. And that the claimant did not have a new contract of employment from 19th October 2017. Further, that the claimant was not in attendance at the meeting of the defendant's board when the board deliberated the claimant's performance.

The defendant's counsel added further, that the claimant created the illusion of a decision by exhibiting an incorrect set of purported minutes of the defendant's board.

He then stated that the claimant's contract of employment lapsed on 13th October 2017 and the said contract had no provision for renewal. And further, that the said contract that lapsed on 13th October 2017 had government as a party privy to the contract.

He then stated that recruitment of employees at the rank of Deputy Director General is not by renewal or promotion. And that such appointments are made after calling for nominations by way of public advertisement.

Counsel then stated that the order of injunction herein is merely academic and embarrassing to this Court. And he believes that the interests of justice tilt in favour of setting aside the order of injunction. He prayed that the injunction be set aside forthwith.

Counsel for the defendant was cross-examined on his sworn statement. And he stated as follows.

That he did not attend the 2nd extra ordinary meeting of the board of the defendant held on 5th October 2017. He observed that on the minutes of the said extra ordinary meeting, MM1, there is a list of members who were present at the said meeting.

He stated that he got the minutes in MM1 from Mr Chiwoni, the Company Secretary of defendant. He however could not recall the date when he was given the said minutes. But indicated that it was after he was retained to act for the defendant in this matter.

He stated that he got the contract of the claimant that expired in this matter from the same Mr Dan Chiwoni.

He then stated that the minutes that he was given by Mr Chiwoni were properly signed for.

He then stated that he is not aware of the defendant's procedures on preparation of its board meeting minutes.

He then stated that he is not aware of the renewal of the claimant's contract as alleged by the claimant in this matter. He added that he is not aware of salary payment to the claimant pursuant to the alleged new contract.

He then stated that he already knew of the Communications Act by the time he got instructions in this matter.

He added that from his reading of the Communications Act, Government is not an employer of the claimant. He added that Government is not the employer of the claimant as per the expired contract. He stated that the defendant is the claimant's employer.

He stated that the expired contract of the claimant with the defendant shows that it was entered into on 1st June 2016.

He then stated that he is not aware that the minutes of resolutions of the defendant's board are sent to a dox meeting before confirmation by the subsequent board meeting. He added that he is not aware that the dox meeting has no power to change the minutes of the defendant's board meeting.

He then agreed that appointments of employees for the defendant are made by the defendant.

He then stated that the defendant earlier applied to strike out the proceedings. He added that the could not bring the instant application in view of the issues it raised on its earlier application as felt embarrassed then hence its earlier application.

During re-examination, he stated that the Communications Act does not have the position of Deputy Director General which existed under the previous Act. And

further, that the defendant would appoint a person to a non-existent position unless the defendant makes a decision on its organogram.

He then stated that he was conversant with the old Communications Act which provided for the position of Deputy Director General. He added that the old Act must have been repealed in September 2017 but he had to verify the actual date.

He then stated that in his opinion it is reasonable to refer the appointment of the claimant to the Comptroller of Statutory Corporations.

On his part, the claimant filed a sworn statement in opposition to the instant application. He stated as follows.

He stated that the defendant is very desperate in its application and is busy parroting edited documents before this court in order to convince this Court that there was suppression of material facts.

Further, that the exhibit marked MM1 is an edited and a doctored document as the original copy of the material defendant's board resolutions of the is the one that was exhibited herein during the application for permission for judicial review and the interim remedies.

The claimant also stated that his initial contract of employment was between himself and the defendant and not with the Government of Malawi. He exhibited a copy of the said contract of employment as FB1.

He stated that as per the terms of the said contract the same was for a period of three years effective from 14th October, 2014. And that his contract of employment was expiring on the 13th October, 2017. He added that prior to that expiry date he expressed interest to have the contract renewed and he wrote a letter expressing the same dated 12th June 2017 and exhibited as FB2.

The claimant stated that pursuant to his expression of interest to have his contract renewed, the defendant called for the 2nd extra-ordinary meeting of its board members and the same was held on the 5th October, 2017 at its offices in Blantyre.

He stated further that as per the minutes of the 2nd extra-ordinary meeting of the board of the defendant, he was in attendance except that he participated on a different agenda item, and he did not participate in the 2nd agenda item, which was the issue

of the renewal of his contract of employment. He then exhibited a copy of the minutes and marked the as FB3. He added that the minutes represents the correct version of the minutes in question.

He then stated that the defendant renewed his contract of employment effective 19th October, 2017. He added that he even received his salary and benefits during the tenure of the new renewed contract on the 25th day of October, 2017.

He stated that the renewal of his contract of employment was orally communicated to him by the defendant's board chairperson during the same extra-ordinary meeting and that the defendant's Board Chairperson even congratulated him on behalf of the board members, immediately after management was called in.

He then stated that the defendant in its desperate attempt has edited the minutes and it has brought before this Court edited minutes to use as a ground to vacate the injunction.

He stated further that counsel Madalitso Mmeta's sworn statement is not true but rather false as this Court can go through exhibit FB1 which is to the effect that the Government of Malawi has never been a party to his contract of employment.

He then stated that after the said extra- ordinary meeting of the Board of the defendant of 5th October, 2017 the board has never met to rescind on what was resolved and that the minutes of the claimant still remain the correct ones.

He added that the Government has no role in his contract and the conduct of the defendant will be tantamount to abdication of duty and working under dictation, and that as long as the defendant decided to renew his Contract, Government has no role to play as per the dictates of the Communications Act

He then stated that he has been informed that under the new rules an interim application can even be made orally in the same application for permission to apply for judicial review, even without a separate application

He added that the factual assertions by counsel Madalitso M'meta are fundamentally wrong and have no legal basis. And that the defendant, through the said counsel Madalitso Mmeta, is the one that is guilty of suppressing material facts as they are geared at sustaining an irregularity under public law administration.

He then stated that exhibit MM1 to counsel Madalitso M'meta's sworn statement has been edited and doctored as the previous original minutes had no such clause.

Further, that the defendant has also introduced something by way of editing on the resolution part. He stated that the original Resolution read:- *"the Board deliberated on the matter and resolved that the Contract of the Deputy Director General Mr Francis Bisika be renewed for a further term of three years from the 19th day of October 2017"* and not what is contained in the MM1 which reads *"The Board deliberated on the matter and resolved to recommend to Government to renew the Contract of the Deputy Director General"* which even contradicts the law as the Deputy Director General is never employed by Government but rather by the defendant.

The claimant then stated that the injunction was properly granted and that the conduct of the defendant is fit for Judicial Review and that before the hearing of the judicial review application there be this order of injunction and the defendant should be called upon to comply with the same.

He noted that it quite interesting for the defendant to ignore a Court order on an interlocutory injunction and come to this very same Court and expect the very same Court whose orders it is disrespecting, to entertain the defendant's application and that the same would be a mockery of justice and equity.

He observed that there is nothing like a different order of an injunction being granted different from the one in the Order granting permission and the Notification decision.

He then stated that where there is an extra-ordinary meeting of the defendant, the proceedings which are contained in the minutes are adopted at the next regular meeting and that before the next regular meeting, the minutes are circulated to the executive management for them to correct typos, punctuations and grammar but not to change the facts.

He added that on 3rd November, 2017 he actually chaired Dox Meeting (Language used at MACRA for Executive Management Meeting) that reviewed the minutes of the extra-ordinary board meeting, and that the reviewed minutes are not the ones as exhibited by the defendant as MM1.

He then stated that on the same 3rd November 2017 in the evening, he received the letter indicating that Government has not honoured his expression of interest to have his contract of employment renewed.

He added that even out of curiosity, the Government was dully represented in the extra-ordinary meeting by Mr. Stuart Ligomeka, Comptroller of Statutory Corporations and Mr. Justin Saidi, Principal Secretary for Information Communications Technology.

He added further that the suggestion that his contract had to be approved by Government is too vague as Government is a colossal entity

The claimant then prayed that the defendant's application herein be dismissed with costs and the defendant should be ordered to comply with this Court's Order forthwith under this Court's powers of active case management.

Both the defendant and the claimant then made arguments on the several grounds for seeking to set aside the injunction which this Court deals with in turn.

The first ground for seeking to set aside the order of interlocutory injunction is that the order of interlocutory injunction herein was not applied for by the claimant.

On this ground, the defendant argued that the claimant applied for a direction which purportedly referred to an interlocutory injunction alongside the application for permission to commence judicial review proceedings.

It stated that the claimant couched his application as follows:

> If permission is granted a direction that such a grant should operate as an interlocutory injunction restraining the defendant from abdicating its powers under the Communications Act by subcontracting of their powers in terms of the contract of employment to a third party (government).

The defendant then observed that the order granting permission to apply for judicial review and giving directions included an order for injunction worded as follows:

> ... an Order for injunction is hereby granted against the Respondent's decision reversing its decision to renew the Claimant's Contract of Employment upon acting on dictation from a third party (Government) till the determination of the judicial review proceedings.

The defendant observed further that the notification of judge's decision on application for permission also dated 6th December, 2017 (the Notification Decision) reads slightly different:

> Order for injunction is hereby granted restraining the Defendant's decision reversing its decision to renew the Claimant's Contract of Employment upon acting on dictation from the Government till the matter is determined.

The defendant referred to Order 10, rule 27 Courts (High Court) (Civil Procedure) which provides that

> The Court may, on application, grant an injunction by an interlocutory order when it appears to the Court –
>
> (a) There is a serious question to be tried;
>
> (b) Damages may not be adequate remedy; and
>
> (c) It shall be just to do so,
>
> And the order may be made unconditionally or on such terms or conditions as the Court considers just.

The defendant then referred to Order 10, rule 30 Courts (High Court) (Civil Procedure) which states that

> Where a party seeks an urgent relief, the party shall –
>
> (a) State the urgent relief; and
>
> (b) Inform the Court, that the party is seeking an urgent relief.

The defendant also referred to Order 19, rule 21 Courts (High Court) (Civil Procedure) provides that an application for a mandatory order, a prohibiting order or a quashing order shall be made with an application to the court for judicial review.

The defendant further referred to Order 19, rule 22 Courts (High Court) (Civil Procedure) provides that

> An application for a declaration or an injunction shall be made with an application to the Court for judicial review and the court may grant a declaration or injunction where it considers that it would be in the interests of justice to do so having regard to-

(a) The nature of the matter in which relief may be granted by a mandatory order, a prohibition order or a quashing order;

(b) The nature of the person or institution against whom relief may be granted by such an order; and

(c) All the circumstances of the case

The defendant then posed the question whether there was an application for an order of injunction in this matter.

The defendant submitted that an order of interlocutory injunction is preceded by an application before the court. And that the application should satisfy the following aspects.

That an order of interlocutory injunction can only be granted upon satisfaction of the conditions outlined in Order 10, rules 27-30 Courts (High Court) (Civil Procedure).

An order of interlocutory injunction within judicial review proceedings has to comply with the additional requirements spelt out in Order 19, rule 22 Courts (High Court) (Civil Procedure).

The defendant submitted that in *State v Chaponda and another ex parte Kajoloweka and others* MSCA Civil Appeal No. 5 of 2017 (unreported) the Court opined that a party, therefore, seeking interim relief must specifically apply, according to the rules, for interim relief.

And that the Court went on to restate the following

> A party seeking judicial review who wants the ancillary interim relief of an injunction must apply for an injunction in the application for judicial review and also apply for an interim relief. An interim injunction does not follow immediately from grant of permission for judicial review.

The defendant indicated that it hase considered the omnibus application for permission for judicial review and noted the following aspects.

That there was no application for an order of interlocutory injunction.

That the Notice of Application for Permission to apply for judicial review had one of the reliefs seeking a direction which mentioned an interlocutory injunction as follows:

> If permission is granted a direction that such a grant should operate as an interlocutory injunction restraining the Defendant from abdicating its powers under the Communications Act by subcontracting of their powers in terms of the contract of employment to a third party (government).

That the Certificate of Urgency filed with the Court did not state the urgent relief sought. Further, that it did not inform the Court that the Claimant was seeking an urgent relief. And that this is contrary to Order 10, rule 30 Courts (High Court) (Civil Procedure). The defendant observes that the certificate of urgency simply read as follows:

> We Messrs Gondwe & Attorneys of 1st Floor, Avalon Complex, P.O. Box 1903, Blantyre in the Republic of Malawi, do hereby certify that this matter herein is of extreme urgency and deserves urgent attention by the Court.

That the sworn statement of Francis Bisika referred to an interlocutory order of injunction that was even extraneous to the reliefs sought. And the paragraph 16 of the claimant's sworn statement read as follows:

> That this Honourable Court has the jurisdiction to grant an interlocutory Order of an injunction to restrain the Defendant's unlawful breach of contract and failure to observe the statutory dictates of the Communications Act.

The defendant then submitted that *State v Chaponda and another ex parte Kajoloweka* MSCA Civil Appeal No. 5 of 2017, the Court emphasized that it is peremptory that in applications for judicial review, just as it is in other causes of action, injunctions, if sought, should be included as a cause of action in the proceedings by their inclusion in the originating process.

The defendant then submitted that the present case appears to be on all fours with the suit, should be rather proceedings since judicial review is not a suit, in *State v Chaponda and another ex parte Kajoloweka* MSCA Civil Appeal No. 5 of 2017. It noted that the Supreme Court vacated an injunction on, among others, the following grounds:

> Neither the ex parte application nor certificate of extreme urgency apply for an interlocutory injunction. They condescend on either 'injunctory relief' or 'injunction.' Secondly, however one considers the documents, there is no affidavit supporting an interlocutory injunction. The actual application that talks about 'ex parte summons on an application for leave for judicial review and for injunctory relief' can be read ominously with the collection of documents constituting the motion for judicial review. Read that way, there is no application for an interlocutory injunction. Moreover, since there is no application for an interlocutory injunction, an application for an injunction – full blown cannot be made ex parte. If the former document is read separately, it does not apply for an interlocutory injunction, it applies for an injunction – full blown – that requires a hearing. Even if it be assumed to be applying for an interlocutory injunction, there is no affidavit supporting it.

The defendant then submitted that this is a classical case where there was neither an application for an order for interlocutory injunction nor for an order for injunction. And that the Court ought not have granted the order for injunction.

On his part the claimant submitted in opposition to the instant application.

The claimant referred to Order 10 rule 1 Courts (High Court) (Civil Procedure) which provides that a party may apply during a proceeding for an interlocutory order or direction of the Court by filing an application in a proceeding in Form 4.

The claimant then submitted that an application for interim remedies can be made with an application to the Court for Judicial Review and the Court may grant a declaration or injunction where it considers that it would be in the interests of justice to do so as per Order 19 rule 22 Courts (High Court) (Civil Procedure).

The claimant then submitted forcefully that the law has dramatically changed since the decision in the *Kajoloweka* case, in which Justice Mwaungulu SC JA was of the view that an application for an interim relief had to be made separately from an application for leave to apply for judicia review.

The claimant submitted further that an application for an interim relief under Order 10 of the Courts (High Court) (Civil Procedure) can be made in any manner either orally or a written application. And that, the insistence by the defendant that this should have been brought by way of separate application is utterly misplaced and wrong.

The claimant submitted that the question to be considered is whether there was a prayer at the permission stage for an interlocutory order of an injunction? And if the answer is yes. Then the next question is, was it granted?

The claimant contended that the parties must strive at helping the Court achieve the overriding objective of the new procedural Code which is to deal with proceedings justly. He observed that the defendant is busy with peripheral issues and leaving out the substantive application for judicial review. He submitted that this must be discouraged as the said applications derail the hearing of the substantive application, more so where the defendant has brought in doctored documents.

The claimant submitted that the justice of this matter would have required a grant of the interlocutory injunction and the defendant has failed to advance cogent grounds to persuade this Court to have the injunction vacated.

The claimant asked this Court to dismiss the present application to vacate the injunction and to give directions on the hearing of the substantive application for judicial review.

This Court agrees with both parties that, in terms of Order 19 rule 22 Courts (High Court) (Civil Procedure), an application for an injunction shall be made with an application to the Court for judicial review and the court may grant a declaration or injunction where it considers that it would be in the interests of justice to do so having regard to the three factors stated in that rule.

As correctly submitted by the defendant what this entails is that, for the Court to grant an injunction as a final relief on judicial review, the application for judicial review must indicate an injunction as one of the reliefs sought. This is in the same way that the application for judicial review indicates a mandatory order, prohibition order or quashing order as a relief in terms of Order 19 rule 21 Courts (High Court) (Civil Procedure).

This is the position that obtains after permission to apply for judicial review is granted.

This Court observes that with regard to the present application, the parties have also correctly submitted that this Court has power to grant an order of interlocutory injunction at the stage where a claimant is applying for permission to apply for judicial review. The contention concerns how that should be done.

This Court agrees with the claimant that considerations of this Court since the *Kajoloweka* case are quite different given that the applicable rules are different. It is therefore important that this Court consider the current rules as it reads the *Kajoloweka* case relied upon by the defendant on this application. In fact, the *Kajoloweka* case applies the Civil Procedure Rules in England and Wales which are not applicable here in Malawi. No explanation was given by the defendant, who bears the burden to do so, as to why and how the said decision should apply in the present matter. This Court will therefore not engage in a discussion of the *Kajoloweka* case since no basis for its discussion has been set up by the defendant given the difference in the applicable rules of procedure.

This Court agrees that, as correctly submitted by the defendant, this Court has power to grant an interlocutory injunction by an interlocutory order on an application. This is according to Order 10 rule 27 Courts (High Court) (Civil Procedure). Clearly, an interlocutory order of injunction can only be granted on an application and not otherwise.

An application for such an interlocutory injunction must satisfy certain aspects as correctly submitted by the defendant and as spelt out in Order 10 rule 27 Courts (High Court) (Civil Procedure).

This is the procedure to be followed when the claimant seeks an order of interlocutory injunction pending determination of an application for judicial review. This is in line with Order 10 rule 3 Courts (High Court) (Civil Procedure) that allows for applications to be made at any stage including before a proceeding has started.

What this entails is that there must be an application for the order of interlocutory injunction where a claimant seeks such an order at the stage where the claimant seeks permission to apply for judicial review. This is in line with what is being submitted by the defendant.

The application must also comply with the requirements set out in Order 10 rule 4 Courts (High Court) (Civil Procedure). The requirement there is that such an application must state the relief sought. And it must have with it a sworn statement by the applicant or his legal practitioner setting out the facts that support the relief sought. A sworn statement will not be required where there are no questions of fact

that need to be decided in making the order sought and where the facts relied on are already known to the Court.

This Court observes that in the present matter the defendant is right that the claimant did not comply with Order 10 rule 4 Courts (High Court) (Civil Procedure) in filing an application for interlocutory injunction at the time the judicial review proceedings were commenced. The claimant ought to have filed an application for interlocutory injunction in Form number 4 with a sworn statement in support of his application for injunction alongside the application for permission to apply for judicial review.

An application, if it is for an interlocutory injunction, has to be served on the other party unless it is so urgent and the applicant states the said urgent relief sought as per Order 10 rules 29 and 30 Courts (High Court) (Civil Procedure).

In conclusion, this Court agrees with the defendant that the claimant did not apply for the order of interlocutory injunction by his mere request for the same to be a consequence of granting of his application for permission to apply for judicial review.

This Court cannot use its active case management powers to save the situation as contended by the claimant given the finding that, in the first place, there is no application leading to the order sought to be saved.

The claimant alluded to applications made orally being acceptable under Order 10 rule 2 Courts (High Court) (Civil Procedure) and that therefore his request in the application for permission to apply for judicial review that permission should operate as an interlocutory injunction restraining the defendant from its impugned action should be acceptable too.

However, the point is that where an oral application is made it is made as an application with supporting grounds stated orally too. Permission to apply for judicial review cannot operate as an interlocutory injunction. There must be a specific application for an interlocutory injunction as required by the Rules as explained above.

In the circumstances, the order of interlocutory injunction herein is accordingly set aside on the ground that there was no application for the same as envisaged under the Courts (High Court) (Civil Procedure).

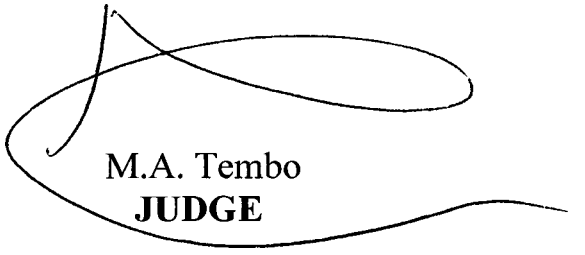
- Given the foregoing findings, this Court is of the view that for the sake of judicial economy it must not delve into examining the other grounds for seeking to set aside the interlocutory order of injunction given that there was no such application as envisaged under the Courts (High Court) (Civil Procedure).

  For the guidance of parties, it must be noted that any application for interlocutory injunction in relation to judicial review proceedings must be made by application supported by a sworn statement. And, if made ex parte, indicating that an order of interlocutory injunction is sought as an urgent relief as required by the Rules on interlocutory injunctions in Order 10 Courts (High Court) (Civil Procedure).

  The application for judicial review in the present matter shall be proceeded with in the usual fashion.

  Costs follow the event and are for the defendant on this application.

  Made in chambers at Blantyre this 31st May 2018.



M.A. Tembo
JUDGE