WARD 2 FLATS HOUSING COOPERATIVE SOCIETY LIMITED
versus
CITY OF HARARE
and
MINISTER OF LOCAL GOVERNMENT, RURAL AND URBAN DEVELOPMENT (N.O)
and
SUNSHINE DEVELOPMENT (PVT) LTD
and
REGISTRAR OF DEEDS (N.O)

HIGH COURT OF ZIMBABWE
MUSITHU J
HARARE: 5 February 2024 & 23 October 2024

Opposed Application – Declaratory Order

Mr *L Ziro*, for the applicant
Mr *C Kwaramba,* for the first respondent
Ms *A Mapanzure,* for the third respondent

MUSITHU J: This an application for a declaratory order. The applicant seeks to have the Deed of Transfer Number 7802/2008 registered in favour of the third respondent in respect of a property known as Stand 19608 Arcadia Township set aside. The relief sought is couched in the following terms:

> **"IT IS DECLARED AND ORDERED THAT:**
>
> **CONSEQUENTLY**
>
> 1. The Deed of Transfer Number in favour of the third respondent be and is hereby cancelled.
> 2. The fourth respondent be and is hereby ordered and directed to transfer stand 19608 Arcadia Township to the applicant.
> 3. Costs of this application shall be borne by the third respondent on a higher scale as between legal practitioner and own client scale."

The application was opposed by the first and third respondents.

Background and the applicant's case

The applicant is a Cooperative Society registered in terms of the Co-operative Societies Act.[1] It sought to be declared the lawful owner of Stand Number Remainder of 18535 (being a portion of Stand 19608) Arcadia Township (the property) and cancellation of Deed of Transfer Number 7802/2008 in favour of the third respondent, Sunshine Development (Pvt) Limited. The applicant claimed to be the owner of the property as evidenced by a confirmation letter from the City of Harare placed before the court. The applicant sought the order aforesaid on the basis that the second respondent, through a letter dated 26 January 2012, furnished it with the requirements for it to proceed with the creation of individual stands on the property. Pursuant to the approvals for the creation of the individual stands, the first respondent further approved the applicant's design fees for water and sewer reticulation. The applicant proceeded to make payment for sewer and water reticulation amongst other things.

At some stage, the applicant became aware that there was a Deed of Transfer registered in the third respondent's name, in respect of the land that was allocated to it by the first respondent. The applicant averred that the deed of transfer was irregularly and fraudulently obtained therefore, it ought to be set aside. Further according to the applicant, the property which was the subject of this dispute had been under investigation by the Zimbabwe Anti-Corruption Commission (ZACC). During the investigation, a statement was recorded from an official of the first respondent one Ignatious Taipa Mukonori who confirmed that indeed the land in question was lawfully allocated to the applicant after laid down procedures had been followed.

The applicant averred that there was no record at the first respondent's offices to show how the land in question was transferred to the third respondent. The circumstances of this case thus demanded that the Deed of Transfer Number 7802/2008 be set aside. The applicant also averred that the transfer of the land was clearly fraudulent and a nullity at law. Whilst a nullity did not require a declaration, it was convenient for the court to pronounce itself. Furthermore, the applicant averred that the natural consequence of declaring the Deed of Transfer null and void was that the purported transfer of Stand 19608 Arcadia Township which was a product of fraud be set aside by a declaration by the court.

[1] [*Chapter 24:05*]

Further, according to the applicant it was trite that one could not transfer rights that he did not have, nor could rights be lawfully transferred through fraudulent means as the law prohibited anyone from deriving benefit from criminality regardless of the origin of the criminal conduct. No court would aid a man who premised his cause of action upon an immoral or illegal act.

According to the applicant, the law allowed in appropriate circumstances the innocent purchaser of the property irregularly sold to him or her to still be able to legally keep such property, especially in the absence of proof of how the property was transferred to the third respondent. The applicant averred that in the present matter the Deed of Transfer was a nullity, and the sale ought to be set aside by a declaration of nullity. The applicant prayed for costs on the legal practitioner and own client scale against the first and second respondents, jointly and severally the one paying the other to be absolved.

The First Respondent's Case

The first respondent averred that the application lacked merit and ought to be dismissed with costs. According to the first respondent, when all the stated processes were being undertaken, all participants were oblivious to the fact that the property no longer belonged to City of Harare or the State as it had already been sold and transferred to the third respondent. It was for that reason that all those processes regarding the subdivision and creation of stands were of no consequence. There was thus, no legal basis for the setting aside of the third respondent's title. The first respondent denied that the third respondent's title was fraudulently obtained as there was no evidence to support the allegations of fraud.

Further, according to the first respondent a matter stands or falls on its founding papers. Apart from mere allegations nothing had been placed before the court to support the allegations of fraud. The first respondent also averred that such allegations needed to be proved through *viva voce* evidence as they were incapable of resolution on the papers. The applicant's case, therefore, clearly raised material disputes of fact which the court could not resolve on papers. The first respondent averred that the transfer of the property to the third respondent was closely related to the business relationship between the first respondent and an entity called Augur Investments, which was consummated through the third respondent as a joint venture company.

The first respondent further averred that there was nothing in the papers which showed that the first respondent surrendered title of the property to the applicant. All the processes such as the approval of designs for water and sewer reticulation were exercises in futility as title had already passed to the third respondent. At the time of preparing its opposition, the first respondent was still trying to establish the cause of this apparent disconnect. The first respondent also averred that some of the officials involved had left the first respondent's employ, while others were on suspension for misconduct. For that reason, the first respondent could not conclusively explain what could have transpired. The first respondent reserved its rights to file a supplementary affidavit should further information become available. What was certain at that time was that all the correspondence pertaining to the property in question after 2008 was issued without the knowledge of the transfer of the property to the third respondent, which was obviously a mistake.

The first respondent contended that the applicant had failed to make out a case for the *declaratur* sought and that there was no evidence that it had purchased the property or paid for it. There was also no evidence that the applicant was leasing the property from the first respondent. Further according to the first respondent, the applicant ought to have anticipated that serious disputes of fact would arise in the matter and that such matter should not proceed by way of motion proceedings. The first respondent prayed for the dismissal of the matter with costs on the higher scale.

Third respondent's case

The opposing affidavit was disposed to by one Mandla Ndebele in his capacity as the third respondent's Chief Projects Officer. The third respondent denied that the applicant was the owner of the property, averring that the property belonged to the third respondent as evidenced by the title deed registered in the third respondent's name on 3 November 2008 under Deed of Transfer Number 7802/2008. For that reason, it was contended that the applicant had no legal basis to seek cancellation of such title deed.

The third respondent averred that the applicant failed to establish any meaningful and legal grounds to challenge third respondent's title to the property in question. It also averred that the processes that the applicant purports to have done from 26 January to April 2019 were done long after the third respondent had obtained title to the property. The applicant had no existing or future

right to the property in terms of which it sought a declaratory order and cancellation of the third respondent's Deed of Transfer. The third respondent denied that the Deed of Transfer was obtained fraudulently and irregularly.

The third respondent was a duly incorporated Joint Venture Company borne out of a Memorandum of Understanding executed between the first respondent and Augur Investments sometime in 2007. According to the third respondent, this business arrangement culminated in the Shareholders Agreement in terms of which Augur Investments held 70% shareholding whilst the first respondent held 30% shareholding in the third respondent. The third respondent averred that the land (which comprised the property in question and others which are unrelated to the case at hand) was passed on to the third respondent as part of first respondent's obligations under the Memorandum of Understanding and Shareholder obligations. The title deed for the property existed as *prima facie* proof that the property belonged to the third respondent and not the applicant as was being claimed.

Further according to the third respondent, all the so called approvals to subdivide and create portions of stands were therefore invalid and void from the beginning and did not help the applicant's case. It also averred that all the documents and correspondence attached to the applicant's founding affidavit did not constitute a substitute for a title deed entitling the applicant to the relief it sought. The third respondent submitted that it could not comment on the alleged ZACC investigations as it was not privy to them.

The third respondent also averred that the purported confirmation attributed to the second respondent and addressed to the first respondent on 7 October 2011 was therefore invalid and *void ab initio* as the third respondent had already secured title in the property by that date. Any payments made to the first respondent for sewer and water reticulation in respect of the property were illegal as the property now belonged to the third respondent. The applicant, therefore, ought to seek recourse against the first respondent which had erroneously accepted payments.

The third respondent also averred that the third respondent was a viable ongoing concern which continuously declared dividends and had paid the first respondent its 30% share from the Mbudzi people's market flagship development. The Mukuvisi land (which covered the property in question, among others) was one of the third respondent's earmarked prime developments which had been sanctioned by the first respondent as a development partner.

Further according to the third respondent, it was the applicant which committed fraud in respect of the third respondent's property in question and was facing criminal charges at the Harare Magistrates Court under CRB Number R222/2019 for invading the third respondent's property. The third respondent also averred that the applicant through its chairman became aware of the third respondent's title as far back as 2016 when it was interdicted by the third respondent from carrying out any developments on the property. The applicant did not challenge the third respondent's title to the property from 2016 to date, a period of close to seven years. The third respondent filed an application seeking an interdict in the High Court order under HC 11555/16 and obtained an order against one Phineas Molesen (the deponent to the applicant's founding affidavit) on 14 October 2020 before the Honourable TAGU J.

The third respondent averred that the applicant's claim against it had therefore prescribed as the applicant failed to act for a period of seven years from the time it became aware of the third respondent's title through the proceedings it instituted against the applicant's chairperson under HC 11555/16. The third respondent also averred that the applicant was not entitled to the relief it sought as it did not have a direct and substantial interest related to any existing future, or contingent right in the property.

The court was urged to dismiss the application with costs on a punitive scale as the applicant had failed to make a case for a *declaratur*.

Submissions

Mr Ziro submitted that the Deed of Transfer was irregular as it was not supported by evidence to show how it came about. Normal requirements pertaining to land transfers had not been complied with. The fourth respondent's requirements pertaining to submission of plans when one applied for land had not been complied with. The submission of plans when one applied for land had to be complied with. Counsel also submitted that the servicing of land had been done by the applicant over the years and all of the first respondent's requirements had been satisfied. One would therefore be at a loss as to why the first respondent would allow payment and servicing of the land to be done by the applicant if the property was already owned by the third respondent.

It was further submitted that the third respondent had not tendered any agreement of sale or receipts confirming any payment that it made in respect of the property. While conceding the

existence of a title deed in favour of the third respondent, it was averred that the title deed only served as *prima facie* evidence of its existence, but its legality could still be contested. Without any evidence showing that the third respondent had applied for the land and serviced it, the third respondent had no leg to stand on.

Mr Ziro also submitted that the title deed showed that the property was 30, 8624 hectares in extent. The title deed also showed that the third respondent had only paid ZW$800,000.00 for a property of that size. When compared to the values of related properties, it was clear that the property had been sold for a song. It was also submitted that the third respondent was only formed in 2007, but by 2008 it already owned such a massive property. The documentary evidence at hand did not even relate to the land in question. The first respondent had not said much about the land save to admit that the servicing of the land had been done by the applicant.

In response, Mr *Kwaramba* for the first respondent submitted that the applicant's reason for seeking the setting aside of the third respondent's title to the property was because it had been fraudulently acquired. The allegation of fraud raised a dispute of fact which could not be resolved on the papers. The alleged fraud was not set out in the papers. There was no attempt to demonstrate how the fraud allegedly occurred, what the actual fraud was, who were the fraudsters involved and when it was perpetrated. The applicant's papers referred to an investigation by ZACC, but the outcome of that investigation was not stated.

Counsel further submitted that it was only in submissions that allegations of impropriety in the servicing of land were made. It was not alleged in the founding affidavit that no payment was made for the land. It was also in the submissions that allegations were made that the property was sold for a song. The founding affidavit therefore raised disputes of fact which could not be resolved on the papers. Mr *Kwaramba* argued that this was not the kind of matter where the court could be invited to exercise discretion and refer the matter to trial. The court simply had to dismiss the application based on the serious disputes of fact which the applicant ought to have foreseen.

Counsel submitted that even if the applicant were given the benefit of doubt, and the court considered the matter on the merits, the applicant had not made a case for the granting of the *declaratur*. The applicant had failed to establish a right in the property. The applicant did not own the property. It did not say it held a lease in the property. All the applicant could say was that it had submitted some designs to the first respondent. Counsel argued that one did not acquire title

in property by submitting designs. The basis for seeking relief was not established in the absence of proof of an agreement of sale or a lease agreement or payment of the intrinsic value for the land. There was nothing to show that the applicant had even been conferred with any rights in the land by the second respondent as claimed. The first respondent may have engendered a wrong impression in entertaining the applicant on land that was owned by the third respondent. Whatever happened between the applicant and the third respondent all counted to nothing.

Ms *Mapanzure* for the third respondent submitted that four issues arose for determination. These were: whether the applicant's claim had not prescribed; whether the third respondent's title must be cancelled because of the alleged fraud; whether the applicant was entitled to a *declaratur*; and lastly the question of costs. Concerning the prescription, it was averred that proceedings ought to have been instituted some seven years back following the order by TAGU J in HC 11555/16. The claim qualified under the definition of a debt. The alleged fraud had not been established in the papers. Counsel further submitted that the applicant had failed to satisfy the requirements of a *declaratur,* to justify the granting of the relief sought. The alleged irregularities concerning the failure to comply with the first respondent's procedures gave rise to grounds for review and not a *declaratur*.

In his brief response, counsel for the applicant argued that a claim for a *declaratur* did not prescribe contrary to the third respondent's averments. The court was referred to the case of *Ndlovu v Ndlovu*[2] in support of this proposition.

The analysis

Section 14 of the High Court Act[3] (the Act), bestows on this court the powers to grant a *declaratur*. The section provides as follows:

> "**14 High Court may determine future or contingent rights**
> The High Court may, in its discretion, at the instance of any interested person, inquire into and determine any existing, future or contingent right or obligation, notwithstanding that such person cannot claim any relief consequential upon such determination."

Authors Herbstein & Van Winsen, in their book *'The Civil Practice of the High Courts of South Africa,* 5 Ed, p 1428, define a declaratory order as:

[2] 2013 ZLR 110
[3] [*Chapter 7:06*]

> "An order by which a dispute over the existence of some legal right or obligation is resolved. The right or obligation can be existing, prospective or contingent and no specific consequent relief need be claimed."

In *Munn Publishing (Pvt) Ltd* v *Zimbabwe Broadcasting Corporation* 1994 (1) ZLR 337 (S) at 343-344, it was held that:

> "The condition precedent to the grant of a declaratory order is that the applicant must be an interested person, in the sense of having a direct and substantial interest in the subject matter of the suit which could be prejudicially affected by the judgment of the court. See *United Watch & Diamond Co (Pty) Ltd &Ors* v *Disa Hotels Ltd & Anor* 1972 (4) SA 409 (C) at 415 *in fine*; *Milani & Anor* v *South African Medical & Dental Council & Anor* 1990 (1) SA 899 (T) at 902G–H. The interest must relate to an existing, future or contingent right. The court will not decide abstract, academic or hypothetical questions unrelated to such interest. *See Anglo-Transvaal Collieries Ltd* v *S A Mutual Life Assurance Soc* 1977 (3) SA 631 (T) at 635G–H. But the existence of an actual dispute between persons interested is not a statutory requirement to an exercise by the court of jurisdiction. See *Ex p Nell* 1963 (1) SA 754 (A) at 759H–760A. Nor does the availability of another remedy render the grant of a declaratory order incompetent."

From a reading of s 14 of the Act, the High Court may grant a *declaratur* with or without a concomitant claim for consequential relief. Further, from a reading of that law, the court can only grant consequential relief pursuant to a *declaratur*. In other words, a litigant cannot approach the court for the granting of consequential relief without having sought a *declaratur* in the first instance.

Before delving into the merits of the dispute herein, two legal issues that were raised in the first and second respondents' opposing affidavits warrant some attention first. These legal issues were not raised as preliminary points, even though ordinarily they are invoked as preliminary points. The first issue was raised by the first respondent. It concerns the existence of material disputes of fact which the first respondent contends cannot be resolved on the papers. The factual disputes pertained to allegations of fraud that were made by the applicant against the first and third respondents.

The second issue was raised by the third respondent. It was averred that the applicant's claim had prescribed, if consideration was had to the order granted by TAGU J in a matter involving the third respondent herein and Phineas Molesen, who happens to the Chairman of the applicant and the deponent of its founding affidavit.[4] That order was granted on 14 October 2020. The third respondent's contention was simply that at the time it filed an application for an interdict under

[4] *Sunshine Development (Private) Limited v Phineas Molesen* HC 11555/16

case No. 11555/16, the applicant became aware that title in the property had already passed to the third respondent in 2008. The applicant countered the prescription submission by contending that the present application was one for a *declaratur*, which was not susceptible to prescription based on the weighty of case law authority from this jurisdiction.

I proceed to deal with the question of prescription first. Based on the applicant's contention that an application for a *declaratur* does not prescribe, the court must be satisfied that what is before the court is an application for a *declaratur*. The court application is indeed labelled as one for a declaratory order. In terms of paragraph 7 of the founding affidavit, the applicant wishes to be declared the lawful owner of the property, and that the deed of transfer number 7803/08, passed in favour of the third respondent be cancelled. However, the draft order shows that the applicant was seeking consequential relief and not a *declaratur*. Be that as it may, in determining the nature of the relief sought by an applicant, the court must relate to the grounds of the application and the evidence placed before it.[5] From a consideration of the founding affidavit, I have no doubt that what is before the court is an application for a *declaratur*.

The question whether the applicant's claim had prescribed is in my view tied to the second issue concerning the existence of material disputes of fact. While the court must also determine whether a claim for a *declaratur* is susceptible to prescription, I am persuaded to follow the approach taken by sister judge BACHI MZAWAZI J in *Masamba v Hove & 5 Ors*[6], where she held that whether a *declaratur* prescribes is content specific. Having analyzed several case law authorities on the subject, the learned judge observed that the approaches taken in some of the cases were content and claim specific.[7] There is no one size fits all approach, and perhaps this explains the conflicting decisions from this court on the same issue. In my view, the question of prescription within the context of a *declaratur*, is a matter that can only be resolved after interrogating the circumstances of each matter in greater detail.

I pause to observe that the order by TAGU J granted in HC 11555/16 on 14 October 2020, was granted in a matter involving the third respondent herein and PHINEAS MOLESEN. That order was granted in default in 2020, yet proceedings had been instituted way back in 2016. The

[5] See *Chingombe v City of Harare* SC 177/20 para 20 at p 7 and *Muchenje v Mutangadura & 5 Ors* HH 21/21 at p 6
[6] HCC 68/24
[7] See cases of *Ndlovu v Ndlovu & Anor* HB18/2013, *NSSA v City of Mutare* HH385/18 *Wireless Ngilazi v Edith Mutema and the Master of the High Court*, HH645/2014, *River Ranch Ltd v Delta Corporation* Ltd HH1/10

applicant herein was not a party to those proceedings. The person who deposed to the applicant's founding affidavit herein is one FINIYASI CUTHBERT MOLISENI. It is not clear whether Phineas Molesen and Finiyasi Cuthbert Moliseni are one and the same person because of the differences in their identities. It would be difficult therefore to attribute knowledge of the court order in HC 11555/16 to the applicant herein, because firstly, the applicant was not a party in that matter, and secondly, it is not clear whether the Phineas Molesen referred to in that matter is the same person who deposed to the applicant's founding affidavit herein, thirdly, the order in HC 11555/16, was granted in default, meaning that the respondent therein would only have known about its existence after 14 October 2020. It is not clear when exactly that order was served on the said Phineas Molesen in that matter.

That brings me to the issue of the existence of disputes of fact raised by both the first and third respondents. It will be recalled that allegations of fraud were made concerning the way the third respondent acquired title in the property. The determining factor in interrogating the existence of disputes of fact was set out by MAKARAU JP (as she then was) in *Supa Plant Investments (Pvt) Ltd* v *Chidavaenzi*, as follows:

> "A material dispute of facts arises when material facts alleged by the applicant are disputed and traversed by the respondent in such a manner as to leave the court with no ready answer to the dispute between the parties in the absence of further evidence."[8]

In *Muzanenhamo v Officer in Charge CID Law and Order & 7 Ors*[9], it was held that the mere allegation of a possible dispute of fact was not conclusive of its existence. A respondent was required to demonstrate in its opposing papers that there was a *bona fide* dispute of fact which could not be resolved without recourse to *viva voce* evidence. In determining the materiality of the disputed facts, the court must also consider the circumstances of the case including the relief sought by the applicant. The relief sought herein is drastic and far reaching. The applicant wants the transfer of the property in favour of the third respondent declared a nullity set aside. It also wants the fourth respondent directed to transfer the property into the applicant's name.

To support its case, the applicant made allegations of fraud against the first and third respondents in the manner in which the property changed hands from the first respondent to the

[8] 2009 (2) ZLR 132 (H) at 136F-G
[9] CCZ 3/13

third respondent. Underhand dealings were insinuated from the way the first and third respondents conducted themselves. There was allegedly no traceable record to show how the land was transferred to the third respondent. ZACC is also alleged to have carried out an investigation of its own into the same land. Attached to the applicant's founding affidavit was a statement recorded from an official of the first respondent, one Ignatious Taipa Mukonori. He gave that statement in his capacity as the Town Planning Technician. He explained his involvement in the subdivision of the property at the instance of the City Planner, a Mr Nyabeze, to create residential stands. He was latter informed by the City Surveyor, a Mr Munyaradzi Bowa, that the property no longer belonged to the first respondent as there was a title deed in favour of the third respondent.

The nature of the fraud which resulted in the transfer of the property from the first respondent to the third respondent was not explained. The people involved in the fraudulent transfer of the property were not identified. It is also not clear what became of the outcome of the investigation by ZACC. Were any arrests made? Was anyone prosecuted for the alleged fraud? Did the investigation reveal some fraud in the manner the property changed hands? All these questions are not answered in the applicant's affidavits.

The property was transferred from the first respondent to the third respondent in 2008 under Deed of Transfer 7802/2008. The correspondence between the applicant, first and second respondents in connection with the applicant's application to create residential stands on the property and the design approval fees and request for subdivision for the property, was exchanged between 2012 and 2019. On its part the first respondent claimed that at the time of corresponding with the applicant concerning the property, it was unaware that the property had since been transferred to the third respondent. It defended the transfer of the property to the third respondent claiming everything was done above board. It denied any wrongdoing and dismissed allegations of fraud in the transfer of the property.

It is against the above background that the applicant seeks the aforementioned *declaratur* in connection with the property. The gravamen of the applicant's complaint is the alleged fraudulent transfer of the property from the first respondent to the third respondent. The first respondent is a key player in all the transactions involving the property. It is the one that transferred ownership rights in the property to the third respondent. Its dismissal of the alleged fraud leaves

the applicant's case on shaky ground in the absence of oral evidence to back up the applicant's allegations of fraud.

The institution of proceedings through the motion procedure can be a risky venture, especially where the potential of the existence of disputes of fact is reasonably foreseeable. The nature of the cause of action and the relief sought must inform a litigant about the prudence of initiating proceedings by way of motion instead of action procedure. In the present matter, the nature of the cause of action and the relief sought by the applicant militated against proceeding by way of motion. As was stated in *Room Hire Co (Pty) Ltd* v *Jeppe Street Mansions (Pty) Ltd*[10], MARRAY AJP properly articulated the position of the law in such instances as follows:

> "It is obvious that a claimant who elects to proceed by motion runs the risk that a dispute of fact may be shown to exist. In that event (as indicated *infra*), the court has a discretion as to the future course of the proceedings. If it does not consider the case such that the dispute of fact can properly be determined by calling *viva voce* evidence under r 9, the parties may be sent to trial in the ordinary way, either on the affidavits as constituting pleadings, or with a direction that pleadings are to be filed. Or **the application may even be dismissed with costs, particularly when the applicant should have realized when launching his application that a serious dispute of fact was bound to develop. It is certainly not proper that an applicant should commence proceedings by motion with knowledge of the probability of a protracted enquiry into disputed facts not capable of any ascertainment, but in the hope of inducing the court to apply r 9 to what is essentially the subject of an ordinary trial action".** (My emphasis).

I agree with the views of the court in the above matter. The approach advocated by the court applies with compelling force to the circumstances of the present matter. The parties conflicting positions regarding the propriety of the transfer of the property from the first respondent to the third respondent, which has been tainted by allegations of fraud are irreconcilable and unresolvable on the papers. The application must fall on that score.

As regards costs of suit, I found no justification to penalize the applicant as the unsuccessful party with an order of costs on the legal practitioner and client scale, as urged by the first and third respondents.

[10] 1949 (3) SA 1155 T at 1162

Disposition

Resultantly it is ordered that:

1. The application for *declaratur* be and is hereby dismissed.
2. The applicant shall bear the first and third respondents' costs of suit.

MUSITHU J: .....

Takaindisa Law Chambers, applicant's legal practitioners
Mbidzo Muchadehama & Makoni, first respondent's legal practitioners
Chinawa Law Chambers, third respondent's legal practitioners