

**IN THE HIGH COURT OF ZAMBIA
AT THE PRINCIPAL REGISTRY
HOLDEN AT LUSAKA**
(Civil Jurisdiction)

2019/HP/1936



BETWEEN:

RODRICK PHIRI AND 16 OTHERS**PLAINTIFFS**

AND

ROBERT CHIBANDA**1st DEFENDANT**

(Sued in his capacity as Chairperson of the Ngabwe
Royal Establishment Committee)

ALLAN LUPENGA**2nd DEFENDANT****EVANCE CHINKUMBI****3rd DEFENDANT****IDOYIN KONI****4th DEFENDANT****AGRIPA KALILANGE****5th DEFENDANT****SAWYERS KUNDA****6th DEFENDANT****JESTON MULANDO****7th DEFENDANT**

(Sued in his capacity as Chairperson of the Mukuni
Ngombe Royal Establishment)

**BEFORE HON MRS JUSTICE S. KAUNDA NEWA IN CHAMBERS THIS 27th
DAY OF NOVEMBER, 2024**

For the Plaintiffs : No appearance
For the 1st Defendant : No appearance
For the 2nd Defendant : No appearance
For the 3rd Defendant : Mr. B. Mwelwa, Messrs Mwelwa Phiri & Partners
For the 4th Defendant : No appearance
For the 5th Defendant : Mr. J. Sichinsambwe, Messrs Abercorn Chambers
For the 6th Defendant : No appearance
For the 7th Defendant : No appearance

R U L I N G

CASES REFERRED TO:

1. *Stumm v Dixon & Co* 1899 22 QB 529
2. *Zambia Electricity Supply Corporation Limited v Redlines Haulage Limited* 1992 S.J.
3. *Shawaz Fawaz and Prosper Chelelwa v The People* 1995 SJ

4. *Danielli Construction Ltd v Mabey & Johnson Ltd 2007-2008 1SCGLR*
5. *Charles Kajimanga (Honourable Judge) v Marmetus Chilemya Appeal No 50 of 2014*
6. *Inutu Etambuyu Suba v Indo Zambia Limited Selected Judgment No 52 of 2017*
7. *Akhilesh Singh v Krishan Bahadur Singh Writ Petition No 10710/2017*
8. *Foveros Mining Limited v Bell Equipment Zambia Limited CAZ Appeal No 115/2018*
9. *Northwoll Investments Limited v Diamond General Insurance Limited CAZ Appeal No 135 of 2018*
10. *Ennen Castings Pvt Limited (in liquidation) v Y.R Nagabhushan v M.M Sunderaseh 2018 (4) MPLJ 74*

LEGISLATION REFERRED TO:

1. *The Rules of the Supreme Court of England, 1965, 1999 Edition.*

OTHER WORKS REFERRED TO:

1. *Black's Law Dictionary by Bryan A. Garner, 8th Edition*
2. *Black's Law Dictionary, by Bryan A. Garner, 9th Edition, Thomas Reuters, 2009*
3. *Phipson on Evidence, 10th Edition*
4. *Principles and Digest of the Law of Evidence by M. Monir 3rd Edition*
5. *Zambian Civil Procedure: Commentary and Cases, Volume 2, by Patrick Matibini, Lexis Nexis, 2017*

1. INTRODUCTION

- 1.1 During the cross examination of DW1, Robert Chibanda, objection was raised by Counsel for the 3rd Defendant, Evance Chinkumbi, to the said witness being cross examined by Counsel for the 5th Defendant, Agripa Kalilange, on the basis that Robert Chibanda and Agripa Kalilange had settled a joint defence.
- 1.2 I asked Counsel for Evance Chinkumbi to reduce the objection into writing, so that Agripa Kalilange could respond to the same.

1.3 On 21st October, 2024, summons were filed, pursuant to **Order 14A and Order 33 Rule 3 as read with Order 18 Rule 2 (3) of the Rules of the Supreme Court of England, 1965, 1999 Edition** by Evance Chinkumbi, raising the following questions:

1. *Whether or not two Defendants who have filed a unitary defence can be represented by different Counsel;*
2. *If the answer to the above question is in the negative, whether or not Counsel for Agripa Kalilange can cross examine Robert Chibanda when they have settled a unitary defence?*
3. *If the answer to the two questions above (1 and 2) are in the negative, whether or not cross examination by the Agripa Kalilange's Counsel and the answers to the same by Robert Chibanda are liable to be expunged from the Court's record.*

1.4 The application was supported by an affidavit and a list of Authorities and Skeleton Arguments. In opposing the application, an affidavit in opposition and a List of Authorities and Skeleton Arguments in opposition were filed by Agripa Kalilange on 7th November, 2024.

2. SUBMISSIONS AT THE HEARING

SUBMISSIONS BY COUNSEL FOR EVANCE CHINKUMBI

2.1 In raising the objection, Counsel for Evance Chinkumbi stated that they filed the formal application on 21st October, 2024, which was supported by an affidavit and a List of Authorities and Skeleton Arguments. He further submitted

that the question for determination, was whether the two defendants, Robert Chibanda and Agripa Kalilange who had settled a unitary defence could cross examine each other.

- 2.2 It was also Counsel's submission, that ***Order 18 Rule 3 (2) of the Rules of the Supreme Court of England, 1965, 1999 Edition*** is clear that Defendants who settle the same defence forego their right to cross examine each other, as it would be unjust, and amounts to collusion.
- 2.3 The further submission was that ours is an adversarial system, and therefore Robert Chibanda and Agripa Kalilange could not cross examine each other.

RESPONSE BY COUNSEL FOR AGRIPA KALILANGE

- 2.4 In response, Counsel for Agripa Kalilange stated that they relied on the affidavit in opposition and the List of Authorities and Skeleton Arguments in opposition which were filed on 7th November, 2024, in opposing the application.
- 2.5 By way of augmenting, Counsel submitted that Abercorn Chambers does not represent Robert Chibanda, and they had exhibited as 'AK1', the Notice of Appointment which clearly showed that they act for Agripa Kalilange, the now 5th Defendant, who was previously the 6th Defendant.
- 2.6 It was stated that it is trite law, that a party, other than the one who calls a witness, is entitled to cross examine the witness. Therefore, the question was; who had called Robert Chibanda as a witness? Counsel went on to ask the question that if it was not Agripa Kalilange who had called Robert

Chibanda as a witness, then they as Counsel, were entitled to cross examine Robert Chibanda.

- 2.7 On the law that had been relied on to raise the objection, Counsel's submission was that it was not in dispute, that Robert Chibanda and Agripa Kalilange had settled a joint defence. However, his contention was that the two had different interests, and the capacities in which they had been sued are different.
- 2.8 In that regard, the submission was that Robert Chibanda had been sued in his capacity as Chairperson of the Ngabwe Royal Establishment Committee, while Agripa Kalilange had been sued as a party that is eligible to be appointed as Chief Ngabwe, hence their interests were not common.
- 2.9 The continued submission was that the provision of the law that had been relied on, would have best been applicable when the pleadings were still open, and not after the pleadings had closed, and the matter was at trial. This Court was asked to exercise its' powers under **Article 118 2 (e) of the Constitution** by not paying undue regard to procedural technicalities, and have the matter determined on its' merits.
- 2.10 On that premise, the prayer was that the application be dismissed with costs, as Evance Chinkumbi sat on his rights, and in any event, the application was devoid of merit.

REPLY BY COUNSEL FOR EVANCE CHINKUMBI

- 2.11 The submission in reply, was that it had been submitted that Evance Chinkumbi sat on his rights. This was denied, with Counsel stating that, that was why the application had been

made. His further submission was that the contention was an admission. Counsel still in reply, stated that the skeleton arguments did not help Agripa Kalilange, as they had raised issues which were distinguishable from this matter.

2.12 Counsel submitted that Robert Chibanda and Agripa Kalilange have different interests in this matter, and therefore **Order 18 Rule 3 (2) of the Rules of the Supreme Court of England** applied, and they should have settled different defences, so that they could cross examine each other. The contention was that by settling joint defences, they gave up their right to cross examine each other, and **Article 118 (2) (e) of the Constitution** could not be called to aid, as there were no procedural technicalities.

2.13 Counsel added that a Notice of Appointment as Advocates is administrative, and the question was the settling of a joint defence. The prayer was that the application be allowed.

3. DECISION OF THIS COURT

3.1 I have considered the application. **Order 14A of the Rules of the Supreme Court of England** provides that:

“(1) The Court may upon the application of a party or of its own motion determine any question of law or construction of any document arising in any cause or matter at any stage of the proceedings where it appears to the Court that -

(a) such question is suitable for determination without a full trial of the action, and

(b) such determination will finally determine (subject only to any possible appeal) the entire cause or matter or any claim or issue therein.

(2) Upon such determination the Court may dismiss the cause or matter or make such Order or Judgment as it thinks just.”

3.2 Then **Order 33 Rule 3 of the said Rules of the Supreme Court of England** states that:

“The Court may order any question or issue arising in a cause or matter, whether of fact or law or partly of fact and partly of law, and whether raised by the pleadings or otherwise, to be tried before, at or after the trial of the cause or matter, and may give directions as to the manner in which the question or issue shall be stated.”

3.3 On the other hand, the explanatory notes in **Order 18/3/2 of the said Rules of the Supreme Court of England** are that:

“If there are several Defendants and their interests are not identical, if, for instance, one has a special defence peculiar to himself, they should sever (i.e. they should serve separate defences). If they do not serve separate defences, they cannot be represented by different counsel at the trial; though if they serve different defences, they may nevertheless appear by the same counsel at the

trial. Only that Defendant who serves a separate defence is liable for any special or extra costs occasioned thereby (Stumm v. Dixon & Co. (1889) 22 Q.B.D. 529), unless the other adopts his defence with its consequences (Penny v. Wimbledon Urban District Council [1899] 2 Q.B. 72 at 78)."

- 3.4 The gist of the affidavit which was filed in support of the application, which was deposed to by Benjamin Mwelwa, Counsel who is seized with conduct of the matter on behalf of Evance Chinkumbi, was that after Rodrick Phiri and the other Plaintiffs amended the Writ of Summons and statement of claim, on 18th May, 2023, Robert Chibanda and Agripa Kalilange settled a unitary defence on 30th May, 2023.
- 3.5 He also averred that on 1st August, 2023, Robert Chibanda and Agripa Kalilange filed a unitary bundle of pleadings, List of Documents and Bundle of Documents. It was also stated that on 8th October, 2024, Robert Chibanda opened his defence, and he was cross examined by Allan Lupenga, Evance Chinkumbi and Agripa Kalilange, and the matter was adjourned to 9th October, 2024 for continued cross examination by Agripa Kalilange.
- 3.6 He stated that on the said 9th October, 2024, he as Counsel, raised objection to the continued cross examination of Robert Chibanda by Counsel for Agripa Kalilange, as the two had settled a unitary defence, and their interests were not common, as each of them had pleaded a defence, that is peculiar to themselves.

- 3.7 In the List of Authorities and Skeleton Arguments in support, the law which had been relied on, in making the application was cited. ***Black's Law Dictionary by Bryan A. Garner, 8th Edition at page 999***, was stated as having defined *matter* as:

“A subject under consideration involving a dispute or litigation. Something that is to be tried or proved; and allegation forming the basis of a claim or a defence.”

- 3.8 Therefore, based on the definition, it was argued that ***Order 14A of the Rules of the Supreme Court of England***, was applicable in making the application, as the questions asked, would if answered in the affirmative, conclude the issue of Robert Chibanda and Agripa Kalilange having settled a unitary defence.
- 3.9 Further argument was made, that the provisions of ***Order 18/2/3 of the Rules of the Supreme Court of England*** are clear, that defendants who do not have common interests cannot settle a unitary defence, but must settle separate defences. Therefore, as Robert Chibanda and Agripa Kalilange have different interests, but they had settled a unitary defence, they could not cross examine each other.
- 3.10 In the affidavit in opposition, Agripa Kalilange deposed that he admitted the historical events of the matter as averred in the affidavit which was filed in support of the application. He acknowledged that he had settled a joint defence with Robert

Chibanda. However, his contention was that he had also filed a counterclaim in this matter.

3.11 Further averment was made, that Messrs Abercon Chambers act only for himself, and that Messrs Keith Mweemba advocates act for both Robert Chibanda and himself. Exhibited as 'AK1', was the notice of appointment as advocates for Messrs Abercorn Chambers. It was also deposed that Agripa Kalilange's advocates have a right to cross examine Robert Chibanda in relation to the counterclaim, and that the objection had come too late in the day.

3.12 The arguments in the List of Authorities and Skeleton Arguments contended that all the parties were present when on 8th October, 2024, Counsel for Agripa Kalilange commenced the cross examination of Robert Chibanda. However due to time, the cross examination was deferred to the next day, at which the objection which is the subject of this Ruling was raised.

3.13 The contention was that when Counsel for Agripa Kalilange started cross examining Robert Chibanda on 8th October, 2024, and no objection was raised to the same, there was waiver.

3.14 The definition of waiver as given by ***Black's Law Dictionary, 9th Edition, at page 1717*** was stated as:

“Waiver is the intentional or voluntary relinquishment of a known right....and further that a waiver is essentially unilateral resulting as

a legal consequence from some act or conduct of a party against whom it operates, and no act of a party in whose favour it is made is necessary to complete it.”

3.15 The argument was further that the said Dictionary with regard to *implied waiver* states that:

“A waiver is implied where one party has pursued a course of conduct with reference to the other party as to evidence an intention to waive his rights or the advantage to which he may be entitled, or where the conduct pursued is inconsistent with any other honest intention than an intention of such waiver, provided that the other party has been induced by such conduct to act upon the belief that there has been a waiver and has incurred trouble or expense thereby.”

3.16 The contention was that Evance Chinkumbi sat on his rights, and the objection had come too late in the day. The case of ***Charles Kajimanga (Honourable Judge) v Marmetus Chilemya*** ⁽⁵⁾ was relied on, as having held that objection must be made timely to allow the opposing party to respond, and if possible to make the relevant application.

3.17 Also relied on, was the case of ***Zambia Electricity Supply Corporation Limited v Redlines Haulage Limited*** ⁽²⁾ as well as the case of ***Inutu Etambuyu Suba v Indo Zambia Limited*** ⁽⁶⁾ the submission being that in the latter case, the Supreme Court stated that the objection to the production of

the evidence should have been done at discovery and inspection.

3.18 Other authorities which were relied on, was the case of ***Danielli Construction Ltd v Mabey & Johnson Ltd*** ⁽⁴⁾.

3.19 As to whether Counsel for Agripa Kalilange can cross examine Robert Chibanda, the case of ***Shawaz Fawaz and Prosper Chelelwa v The People*** ⁽³⁾ was relied on, as having held inter alia, that there is no property in a witness. Therefore, Agripa Kalilange has a right to cross examine Robert Chibanda.

3.20 ***Phipson on Evidence, 10th Edition in paragraph 1538*** was also relied on, as providing that a defendant may cross examine a co-defendant who has given evidence against him and reply on such evidence, though there is no issue joined between them.

3.21 ***Principles and Digest of the Law of Evidence by M. Monir 3rd Edition at page 1114*** was also cited as authority, stating that it reiterated the provisions as contained in ***Phipson on Evidence***, which had been seen above. The case of ***Akhilesh Singh v Krishan Bahadur Singh*** ⁽⁷⁾ was further relied on, as where the High Court stated that the condition precedent for giving a co defendant opportunity to cross examine a co-defendant, is either from the pleadings of the parties, or the existence of conflict of interest between them.

3.22 That once it is demonstrated that their interests are not common, and there is conflict of interest, and evidence has

been adduced affecting the interest of the co-defendant, then before the Court could act on that evidence, the person against whom the evidence is given, should be given opportunity to cross examine the said witness, so that ultimately the truth emerges on the basis of which the Court can act.

3.23 Thus, based on the above, Agripa Kalilange should be given opportunity to cross examine Robert Chibanda, and the contention was that the objection lacked merit.

3.24 The case of ***Ennen Castings Pvt Limited (in liquidation) v Y.R Nagabhushan v M.M Sunderaseh*** ⁽¹⁰⁾ was also relied on, as having held that cross examination is the most effective way of extracting truth and exposing falsehood. Further, that its' object is to impeach accuracy, credibility and the general value of the evidence that is given in chief, to sift the facts already stated by the witness, to detect and expose discrepancies or to elicit facts which are suppressed which will support the case of the party that is cross examining.

3.25 It was also stated that the said case held that a party is entitled to cross examine a co-defendant, if they give evidence that incriminates them or gives evidence that is hostile to their interests.

3.26 In respect of the counterclaim, the case of ***Foveros Mining Limited v Bell Equipment Zambia Limited*** ⁽⁸⁾ and ***Northwoll Investments Limited v Diamond General Insurance Limited*** ⁽⁹⁾ were called to aid as authority, stating

that they held that it is a well-established principle of law that a counterclaim is a distinct action.

- 3.27 The learned author **Patrick Matibini**, in the book, **Zambian Civil Procedure: Commentary and Cases, Volume 2, Lexis Nexis 2017** was further cited as authority, stating that at page 1059, he states that any party, other than a party calling the witness, is entitled to cross examine the witness. Further, that the essential objective of cross examination, is to ensure that the cross examiners' version of events is preferred to the version that the witness who is being cross examined has given.
- 3.28 The argument was that while Robert Chibanda and Agripa Kalilange had settled a unitary defence, Robert Chibanda was not the instructing client for Abercorn Chambers. Then as the record would show, Messrs Keith Mweemba advocates led Robert Chibanda in his evidence in chief, and therefore, Abercorn Chambers had not called him as a witness. It was also argued, that Agripa Kalilange has a counterclaim, which is a distinct action, on which Robert Chibanda can be cross examined.
- 3.29 The argument was that if Robert Chibanda and Agripa Kalilange settled a defence without a counterclaim, the provision relied on, would have been applicable.
- 3.30 The facts that are common cause in this matter, are that Robert Chibanda and Agripa Kalilange settled a unitary defence on 30th May, 2023.

- 3.31 The explanatory notes in ***Order 18/2/3 of the Rules of the Supreme Court of England, 1965, 1999 Edition*** which have been seen above, guide that defendants who have different interests should settle separate defences. The guidance is also that if they do not do so, they cannot appear at trial by separate advocates. The guidance that is further given is that if they settle separate defences, they may nevertheless appear by the same Counsel at trial.
- 3.32 A perusal of the joint amended defence which was filed by Robert Chibanda and Agripa Kalilange on 30th May, 2023 shows that Agripa Kalilange makes allegations relating to the procedure that was adopted to select the candidate who was to be installed as Chief Ngabwe by the queen mothers, which was further subjected to scrutiny by the Lenje Chiefs.
- 3.33 Then further in that defence, Robert Chibanda and Agripa Kalilange challenge the notice that was given to select Chief Ngabwe stating that it was irrelevant, as Agripa Kalilange had been selected as Chief.
- 3.34 Agripa Kalilange thereafter makes the counterclaims, which claims repeat the averments in the defence and contend that he rightfully selected as Chief Ngabwe.
- 3.35 From the averments, in the defence and counterclaim, it can be seen that while Robert Chibanda and Agripa Kalilange have argued that they have different interests in this matter, even though they settled a unitary defence, the defence and counterclaim as pleaded reveals that they share a common position with regard to what their defence is.

- 3.36 In relation to the counterclaim it will be noted that it merely reiterates the selection process that was used to select Agripa Kalilange as Chief Ngabwe, and he counterclaims that he was duly selected as Chief Ngabwe. In essence, Robert Chibanda and Agripa Kalilange have a common position in their defence even though their argument is that they have different interests in this matter.
- 3.37 It is true that Agripa Kalilange, is represented by both Messrs Keith Mweemba Advocates and Messrs Abercorn Chambers, while Robert Chibanda is represented by Messrs Keith Mweemba advocates alone.
- 3.38 The purpose of cross examination is to discredit the evidence of a witness, and also to elicit evidence which is in favour of the party that is cross examining the witness. Further cross examination seeks to elicit evidence that has been withheld by the party being cross examined in favour of the party that is cross examining.
- 3.39 It is trite that a defendant to any proceedings, has a right to cross examine his co-defendants who give evidence that is unfavourable to them. Robert Chibanda and Agripa Kalilange are Defendants in their own right, who have a right to cross examine each other in furtherance of their cases. However, they have a common defence.
- 3.40 My view is that that being the position and the fact that a party is bound by their pleadings, in cross examining each other, the net effect is that they should not contradict their

joint defence. That ultimately has a bearing on whether their defence is credible.

3.41 The explanatory notes in **Order 18/2/7 of the Rules of the Supreme Court of England**, state as follows:

"Every other party who may be affected thereby"
These words should not be read in a restrictive sense. Prima facie, each of the defendants is affected by the nature of the defence of the other defendants. A Defendant must have a very good, solid reason for withholding the service of his defence from any Co-Defendant, and it will not be enough for him to say that his defence does not affect that Co-Defendant. The grounds of defence raised by one Defendant may well lead another defendant to apply to amend his pleading. The nature and extent of the defences of all the Defendants are relevant, as is the evidence to be adduced at the trial, and indeed as are the issues and questions to be raised and determined at the trial. Any order relieving a Defendant from the obligation to serve every other party who may be affected thereby is likely to be most exceptional. For one Defendant to delay the service of his defence on other Defendants on the ground that he wishes first to see what are the defences of the other Defendants would seem to be contrary to the rule. The time for the service of the defences by one

Defendant on the other Defendant or Defendants is the same as that for the service of the defence on the Plaintiff.”

3.42 Therefore, like I have stated, the fact that Robert Chibanda and Agripa Kalilange have settled a unitary defence entails that their defence to Rodrick Phiri and the others claims is common. The fact that Agripa Kalilange has cross examined Robert Chibanda can only impact on the veracity of their defence, which ultimately affects their loss or success at trial. In my view, that affects their case and not the other defendants, should they contradict themselves, unless the other Defendants adopt that evidence.

3.43 As for the objection having been made late in the day, ***Order 5 Rule 21 of the High Court Rules***, states that:

“21. In every case, and at every stage thereof, any objection to the reception of evidence by a party affected thereby shall be made at the time the evidence is offered:

Provided that the Court may, in its discretion, on appeal, entertain any objection to evidence received in a subordinate Court, though not objected to at the time it was offered.

3.44 Therefore, the objection to the cross examination of Robert Chibanda by Agripa Kalilange, although it was made after the cross examination had commenced, was done when the evidence was being given.

3.45 In the case of ***Inutu Etambuyu Suba v Indo Zambia Bank Limited Selected Judgment No 52 of 2017***, the Supreme Court stated as follows:

“We are inclined to agree with both the reasoning as well as the conclusion of the learned Judge. The appellant as the trial Judge correctly observed, had the opportunity to object to the production and admission in evidence of the documents which she was now belatedly challenging, both at discovery and at trial.

For the avoidance of doubt, our examination of the record reveals that when Counsel for the appellant was invited to indicate his position vis-à-vis the then Defendant’s desire to have the trial Court admit the documents, which were contained in its’ bundle of documents, his response was that he did not object. To cut the story short, grounds two and three cannot succeed and stand dismissed.”

3.46 Therefore, it will be seen that in the said matter, when Counsel was asked if he had objections to the production of the documents at trial, he had answered in the negative, and on appeal, sought to challenge the said documents, hence the decision by the Supreme Court which has been seen above.

3.47 That is not the position in this case. However, like I have said, settling a unitary defence entails that Robert Chibanda and Agripa Kalilange have a common position in defence to

Rodrick Phiri and the others claims, and the counterclaim by Agripa Kalilange mirrors the defence that is settled jointly. There is therefore no prejudice in Agripa Kalilange's advocates Messrs Abercorn Chambers cross examining Robert Chibanda, who is solely represented by Messrs Keith Mweemba advocates, given that parties are bound by their pleadings.

- 3.48 In fact, it will be noted that the explanatory notes in ***Order 18/2/3 of the Rules of the Supreme Court of England*** state that if the Defendants serve different defences, they may nevertheless appear by the same counsel at the trial. A reading of the case of ***Stumm v Dixon & Co*** ⁽¹⁾ which is referred to in the said explanatory notes, shows that it is only that defendant who serves a separate defence who will be entitled to extra costs.

4. CONCLUSION

- 4.1 The defence that was filed by Robert Chibanda and Agripa Kalilange being common, there is no prejudice in the advocates Messrs Abercorn Chambers cross examining Robert Chibanda, as parties are bound by their pleadings, and they cannot adduce evidence that is outside their pleadings.
- 4.2 The cross examination ultimately may not even achieve anything new other than what is pleaded, as it should cement the defence that the two have settled, which accordingly extends to Agripa Kalilange's counterclaim.

- 4.3 The objection is therefore overruled, and trial shall continue with the cross examination of Robert Chibanda on 2nd December, 2024. Costs shall be in the cause, and leave to appeal is granted.

DATED AT LUSAKA THE 27th DAY OF NOVEMBER, 2024

S. Kaunda
S. KAUNDA NEWA
HIGH COURT JUDGE

