THE HIGH COURT OF TANZANIA

(COMMERCIAL DIVISION)

AT DAR ES SALAAM

MISCELLANEOUS CIVIL CAUSE NO.4 OF 2011

In the Matter of an Arbitration Act, Cap.15 of the Laws of Tanzania, RE 2002

And

In the Matter of a Petition to challenge the registration and enforcement of an Arbitral Award issued in an Arbitration between Super Star Forwaders Company Limited, (as the Claimant), and Shell Tanzania Limited, (as the Respondent), (the "Arbitral Award")

And

In the Matter of the Petition challenging the registration and enforcement of the Arbitral Award and consequent application by the Petitioner seeking extension of time to file rejoinder to the Respondent's Reply to the Petitioner's submissions

Between

Shell Tanzania Limited..... Petitioner

And

Super Star Forwarders Company Limited ..... Respondent

Date of last orders – 16/08/2011

Date of oral submissions – 16/08/2011

Date of judgment – 19/08/2011

RULING

MAKARAMBA, J.:

This is a ruling on preliminary objection the Respondent raised against the Petitioner's application for leave to file rejoinder submissions to the Respondent's Reply to the Petitioner's submissions out of time.

The application has been preferred under sections 68, 93 and 95 of the Civil Procedure Code [Cap.33 R.E 2002] and any other enabling provisions of the law, as the enabling provisions of the law and is supported by the sworn affidavit of Mr. Fredrick Ringo, learned Counsel for the Petitioner. The application was disposed of orally.

The nature of the matter is such that a brief background is apposite. On the 14th day of April, 2011, the Arbitrator Mr. M.J.A. Lukwaro, Advocate for the Arbitrators on instruction from Dr. Fauz Twaib, the Chairman of the Arbitral Panel in the Arbitration between SUPER STAR FORWARDERS COMPANY LIMITED (the Claimant), and SHELL TANZANIA LIMITED (Respondent), presented to the Registrar of this Court the Arbitral Award for filing under section 12 of the Arbitration Act [Cap.15 R.E. 2002] and Rule 4 of the Arbitration Rules [GN 427 of 1957] and Rule 20(1) of the Second Schedule of the Civil Procedure Code, [Cap.33 R.E. 2002] respectively. This Court, on the 05/05/2011 issued Notice to the Respondent to show cause why the relief sought in the Arbitration should not be granted, and caused the matter to come for mention on the 18th day of May 2011. On that date, Mr. Magembe, learned Counsel for the Award Holder (the Claimant), and Dr. Ringo, learned Counsel for the Award Debtor (the Respondent), appeared before this Court. On that date, Dr. Ringo learned Counsel for the Respondent duly informed this Court that he was intending to lodge a Petition to challenge the enforcement of the arbitral award filed in this Court on the 14th day of April, 2011. This Court accordingly issued scheduling order for the filing of the petition and written

submissions by Counsel for the parties and set the 25th day of August 2011 for the judgment on the petition. The learned Counsel for the parties duly complied with the scheduling order by filing their submissions, by the Petitioner in support of the petition on the 11/07/2011 and reply submissions by the Respondent on the 01/08/2011. On the 10th day of August, 2011, Dr. Fredrick S. Ringo, learned Counsel for the Petitioner lodged in this Court a Chamber Summons under Certificate of Urgency supported by his own sworn affidavit seeking for leave to file rejoinder submissions to the Reply submission to Petitioner's submissions out of time. On the 16/08/2011, the learned Counsel for the parties appeared before this Court and addressed it orally on the preliminary objection against the application by the Respondent for leave to file rejoinder submissions out of time and hence this ruling.

The first point of preliminary objection is that the Petitioner has cited wrong provisions of the law, to wit, sections 68, 93 and 95 of the Civil Procedure Code, [Cap.33 R.E. 2002] and "any other enabling provisions of the law", as the enabling provisions of the law for moving this Court for the orders sought in the Application. Mr. Duncan, learned Counsel for the Claimant contends that section 68 of the Civil Procedure Code has five sub-sections (a) to (e) and it is not shown anywhere in the application under which of these subsections the application has been preferred.

Mr. Duncan submits further that section 93 of the Civil Procedure Code cited in the application can only apply where the application is for enlargement of time fixed or granted by Court. As per the court record of

18/05/2011, there is no time which was fixed by this Court for the Petitioner to file rejoinder to the reply to the Petitioner's submission or at all, and as such there is no time to be enlarged, Mr. Duncan submits further.

Mr. Duncan, submits further that similarly section 95 of the Civil Procedure Code cited in the application which concerns the inherent powers of court, is equally inapplicable. Buttressing his argument on this point, Mr. Duncan has cited the decision of the Court of Appeal of Tanzania in **TANZANIA ELECTRIC SUPPLY COMPANY (TANESCO) v. INDEPENDENT POWER TANZANIA LTD (IPTL) AND TWO OTHERS (Consolidated Civil Application No.19 and No.27 of 1999) [2000] TLR 324** at page 341 where Samatta CJ (as he then was) had the following to say with respect to section 95 of the Civil Procedure Code thus:

> *"As I understand it, this section does not confer any jurisdiction on the High Court or courts subordinate thereto. What it was intended to do and does, is to save inherent powers of those courts. The section is undoubtedly a very useful provision, but it is not a panacea for all ills in the administration of justice in civil case."*

Mr. Duncan submits further that on the basis of his submissions and the authority cited, the application has been preferred under wrong provision of the law. Mr. Duncan insists that numerous decisions of the Court of Appeal of Tanzania have held that the consequences of citing wrong provision of the law or non citation of provision of the law renders an application incompetent and liable to be struck out. Mr. Duncan cited

but only a few of such decisions, including that of **FABIAN AKONAAY and MATIAS DAWITE Civil Application No.11 of 2003,** CAT at Arusha (unreported); **HARISH AMBARAM JINA (by His Attorney Ajar Patel and ABDULRAZAK JUSSA SUMEIMAN ZNZ Civil Application No.2 of 2003** CAT at Zanzibar (unreported); and **JOSEPH NTONGWISANGU ANDF ANOTHER and THE PRINCIPAL SECRETARY MINISTRY OF FINANCE AND ANOTHER Civil Reference No.10 of 2005** CAT at Dar es Salaam (unreported), copies of which were availed to this Court by Mr. Duncan. In view of the submissions and the case authorities cited above, the application has no merit and should therefore be struck out with costs, prays Mr. Duncan.

Dr. Ringo Fredrick, learned Counsel for the Petitioner responding to the submissions by Mr. Duncan on the first preliminary objection on wrong citation of enabling provision of the law, submits that not citing the particular subsection of section 68 under which the application has been preferred does not make it a wrong citation of the law. Dr. Ringo submits further that it is erroneous to state that no time was fixed since the orders of this Court of 18/05/2011 fixed time lines for certain acts including submissions, and therefore if a party wishes to go beyond the time fixed, leave must be sought. Dr. Ringo submits further that section 93 of the Civil Procedure Code is proper since it deals with enlargement of period originally fixed by the court for the doing of any act. Dr. Ringo submits further that section 95 of the Civil Procedure Code is applicable where there is no specific provision in the Civil Procedure Code dealing with filing

of submissions and therefore this Court has properly been moved to exercise its inherent powers for the ends of justice or to prevent abuse of the process of the court.

In rejoinder, Mr. Duncan reiterates his submissions in chief re-citing **HARISH AMBARAM JINA (by His Attorney Ajar Patel and ABDULRAZAK JUSSA SUMEIMAN** (supra) that non citation of a subsection is also a wrong citation. Mr. Duncan insists that as per the court record, on the 18/05/2011 no time was fixed for filing rejoinder but only time for filing submissions in chief and in reply. Mr. Duncan reiterates that as per the decision of the Court of Appeal of Tanzania in **TANZANIA ELECTRIC SUPPLY COMPANY (TANESCO) v. INDEPENDENT POWER TANZANIA LTD (IPTL) AND TWO OTHERS** (supra), section 95 of the Civil Procedure Code does not confer any jurisdiction on the High Court or courts subordinate thereto but what it does is to save the inherent powers of those courts.

I have carefully and with keen interest followed the submissions of learned Counsel for the parties in support and counter submissions on the first point of preliminary objection that the applicant has cited wrong provisions of the law. Let me start with section 68 of the Civil Procedure Code, which provides as follows:

> "68. *In order* ***to prevent the ends of justice from being defeated*** *the court may, subject to any rules in that behalf–*
>
> *(a) issue a warrant to arrest the defendant and bring him before the court to show cause why he should not give security for his*

appearance, and if he fails to comply with any order for security commit him as a civil prisoner;

(b) direct the defendant to furnish security to produce any property belonging to him and to place the same at the disposal of the court or order the attachment of any property;

(c) grant a temporary injunction and in case of disobedience commit the person guilty thereof as a civil prisoner and order that his property be attached and sold;

(d) appoint a receiver of any property and enforce the performance of his duties by attaching and selling his property; or

*(e) **make such other interlocutory orders as may appear to the court to be just and convenient.**"*

Section 68 of the Civil Procedure Code cited above, provides for "***supplemental proceedings***." Explaining the meaning of the term "***supplemental***", Samatta C.J. (as he then was) in **TANZANIA ELECTRIC SUPPLY COMPANY (TANESCO) v. INDEPENDENT POWER TANZANIA LTD (IPTL) AND TWO OTHERS** (supra) after quoting at length both section 68 and 69 of the Civil Procedure Code had this to say at page 340 of that decision, that:

*"These two sections fall under Part VI of the Code, which is headed Supplemental Proceedings. The word "supplemental" is defined in **Black's Law Dictionary,** abridged (6ed), at page 1003, as "that which is added to a thing or act to complete it." In my opinion, the heading suggests that the powers conferred upon the court by the two sections can be invoked only where there is a suit before it. "Section 68 does no more than summarise the general powers of courts in regard to interlocutory proceedings, the details of which are set out in the First Schedule to the Code"*

Clearly subsection (e) of section 68 of the Civil Procedure Code as rightly stated by Samatta CJ in the above cited case, "*summarise the general powers of courts in regard to interlocutory proceedings",* the details of which are set out in the First Schedule to the Code. There is however nowhere the Code defines the term "***interlocutory orders.***" ***Black's Law Dictionary*** (8th edition) (2004) at page 832 defines the term interlocutory as "***(of an order, judgment, appeal, etc.) interim or temporary, not constituting a final resolution of the whole controversy.***" The main purpose of section 68 of the Civil Procedure Code and particularly subsection (e) of that section is to provide generally for the discretionary powers of the Court "***to make such other interlocutory orders as may appear to the court to be just and convenient in order to prevent the ends of justice from being defeated.***"

In my view, seeking leave to file rejoinder submissions to the reply submissions out of time certainly falls under the general powers of the court "***to make such other interlocutory orders as may appear to the court to be just and convenient in order to prevent the ends of justice from being defeated.***" In my view the filing of rejoinder submissions certainly "*add to a thing or act to complete it" and as could be gathered from the sworn affidavit of Dr.* Fredrick Ringo, learned Counsel for the Petitioner, there are issues raised in the reply submissions which call for rejoinder to assist this Court in arriving at a conclusion that is both judicious and equitable in respect of those issues. In the absence of any specific provision in the Code providing specifically for the specific powers

of this Court to grant leave to file rejoinder submissions out of time, subsection (e) of section 68 if it had been properly cited by the Applicant would have been appropriate provision for moving this Court to exercise its discretionary powers generally to grant leave to the Applicant to file rejoinder submissions out of time. However, the Applicant has only cited section 68 generally without mentioning subsection (e) of that section, which omission is fatal. The reason is fairly straight forward. Section 68 has a number of subsection each of which deal with a specific kind of general powers of the court with respect to unrelated matters. Much as the present application for leave to file rejoinder submissions out of time could in law be preferred under the general powers of the court under section 68 of the Code failure to cite subsection (e) of that section renders the application incompetent for non-citation of the specific provision of the law for moving this Court to exercise its general powers of granting interlocutory or interim orders. It is for the above reasons that I am not at one with the submission by Dr. Ringo that failure to cite subsection (e) of section 68 of the Civil Procedure Code is not that fatal. In my view it is only subsection (e) of section 68 of the Code which would have been relevant for purposes of the present application had it been properly cited. I am alive to the decision of the Court of Appeal of Tanzania in **Civil Application No. 64/03 between CITIBANK TANZANIA LTD VS TTCL AND FOUR OTHERS** (CAT at Dar) (unreported) where it was stated as follows:

> *"The applicant was required to cite the relevant provision from which the court derives the power to hear and determine the application. If a wrong citation of a law renders an application incompetent, I have*

not a flicker of doubt on my mind that non-citation of the law is worse and equally renders an application incompetent. It hardly needs to be overemphasized that in a notice of motion, an application must state the specific provision of the law which the applicant wants to move the court to exercise its jurisdiction."

The Applicant by failing to cite subsection (e) of section 68 of the Civil Procedure Code has therefore failed to cite the relevant provision from which this Court derives the power to hear and determine the application for leave to file rejoinder submissions out of time. This therefore makes the citation of only section 68 of the Civil Procedure Code without subsection (e) of that section a wrong citation of provision of the law. The mere citation of section 68 of the Civil Procedure Code without subsection (e) of that section therefore amounts to non citation of a provision of the law from which this Court derives the power with the attendant legal consequences that the application is incompetent and thus liable to be struck out. This however does not make the whole application incompetent as there are other provisions of the law cited therein, which I now turn to consider.

I shall now turn to consider the submissions of learned Counsel on section 93 of the Civil Procedure Code on the general powers of the court for enlargement of time. I should state here from the outset that different from section 68 of the Civil Procedure Code which deals with "*the general powers of courts in regard to interlocutory proceedings, the details of which are set out in the First Schedule to the Code",* there are no details in the First Schedule to the Civil Procedure Code for enlargement of time

generally let alone for filing rejoinder submissions out of time. Section 93 of the Civil Procedure Code stipulates as follows:

> *"93. Where any period is **fixed or granted** by the court for the doing of **any act prescribed or allowed by this Code,** the court may, in its discretion, from time to time, **enlarge such period**, even though the period originally fixed or granted may have expired." (the emphasis is of this Court).*

The provisions of section 93 of the Civil Procedure Code cited above in my view come into play only where there is any period fixed or granted by the Court for the doing of any act prescribed or allowed by this Code. It is true as Mr. Duncan submitted that this Court on the 18/05/2011 did not fix or grant any period for filing rejoinder submissions. The only period the court fixed or granted on that day as could be gathered from the court record was for filing of submissions in support of the petition and reply thereto. As such there is no "***such period***" for which this Court may enlarge under section 93 of the Civil Procedure Code. However, as Dr. Fredrick Ringo learned Counsel for the Applicant rightly submitted, there is no single provision in the Civil Procedure Code on the procedure for filing submissions let alone rejoinder submissions. It should be noted here that the practice of making submissions as substitute for oral submissions is a practice which has gained long usage such that it has solidified into a rule of law. The Civil Procedure Code only knows of "***first hearing***" of either a suit or an application or an appeal. It seems however, that, through long practice and usage in court the meaning of "hearing" has been stretched to embrace both appearance at the hearing and making oral or written submissions, which is now equated with "***appearance at a hearing***"

failure of which may amount to non appearance such that it can lead to dismissal of a matter in court or determining it exparte.

In his reply submissions, Dr. Fredrick Ringo learned Counsel for the Applicant implored upon this Court to consider the filing of rejoinder submissions as falling within the general order this Court gave on 18/05/2011 for filing of submissions and reply thereto. Mr. Duncan, in his submissions in chief insists that this Court on the 18/05/2011 did not make any order for filing of rejoinder submissions, and therefore the application to file rejoinder submissions out of time is misconceived. Mr. Duncan submits further that rejoinder submissions do not to fall within the ambit of the provision for "***any period is fixed or granted by the court for the doing of any act prescribed or allowed by this Code***" appearing under section 93 of the Civil Procedure Code such that that section is irrelevant and by the Applicant cited it in the application it amounts to a wrong citation of the provision of the law with the attendant legal consequences, that the application is incompetent and liable to be struck out.

I have seriously considered the submissions of learned Counsel on this point. With due respect, I must say that I hold a different view as to the import and reach of section 93 of the Code in so far as what amounts to "***any period is fixed or granted by the court for the doing of any act prescribed or allowed by this Code.***" The practice as I have come to know of it is that where a party has filed reply submissions as is the case presently, the other side may file a rejoinder, the period of which by

practice does not exceed seven days from the day the other party is served with the reply submissions. In that regard therefore much as this Court on the 18/05/2011 did not give any order for filing of rejoinder submissions, the contingency of filing such a rejoinder arises where some new matter or issue is introduced in the reply submissions. Dr. Fredrick Ringo avers in his affidavit that there are issues in the reply submissions of the Respondent which the Applicant/Petitioner feel very strongly that he should rejoin to in order to assist this Court in arriving at a judicious and equitable decision. In my view and as is borne out of practice, the period which ought to have been fixed or granted by this Court for filing rejoinder submissions would have been seven days from the day the Applicant was served with the reply submissions by the Respondent. The record shows that the scheduled date for the Respondent to lodge its reply submissions in this Court was set as at the 01/08/2011, seven days from that date which was to have been the 08/08/2011, the very date which the Applicant ought to have lodged its rejoinder submissions had there been an order of this Court in that regard. This being the case therefore the Applicant ought to have brought its application for leave to file rejoinder submissions out of time before or after the expiry of the seven days, which by practice applies for filing of rejoinder submissions. The Applicant duly filed its application in this Court on the 10th day of August 2011.

In the premise and for the reasons I have explained above, the present application is therefore properly before this Court. This Court has therefore been properly moved under section 93 of the Civil Procedure

Code for the relief sought in the Application for leave to file rejoinder submissions out of time, which as I have said it is allowed by long established practice which has solidified into rule of law as the period fixed or granted by the court for the doing of any act prescribed or allowed by the Code. As I intimated to earlier the practice of filing written submissions having evolved over a period of time into a rule of law is now equated with a form of "*appearing at the hearing*" in court of law which is allowed under the Code.

I shall now revert to consider submissions on section 95 of the Civil Procedure Code on inherent powers of court, which provides as follows:

> *"95. Nothing in this Code shall be deemed to* ***limit*** *or otherwise* ***affect*** *the inherent power of the court to make such orders as may be necessary for* ***the ends of justice*** *or* ***to prevent abuse of the process of the court."***

I wish to reiterate the words of Samatta CJ in **TANZANIA ELECTRIC SUPPLY COMPANY (TANESCO) v. INDEPENDENT POWER TANZANIA LTD (IPTL) AND TWO OTHERS** (supra) that section 95 of the Civil Procedure Code does not confer any jurisdiction on the High Court or courts subordinate thereto but what it does is to save inherent powers of those courts. There is no single provision in the Civil Procedure Code mentioning what are the inherent powers of the court are. As such the inherent powers of the court are not granted or conferred by any statute. They inhere in the High Court, which was established in 1920 under section 2(2) of the Judicature and Application of Laws Ordinance (now the Judicature and Application of Laws Act, R.E. 2002] and

recognized under Article 110 of the 1977 Constitution of the United Republic of Tanzania as amended from time to time. In my view, what the Civil Procedure Code does is only to save the inherent powers of the High Court, which are "*necessary for the ends of justice or to prevent abuse of the process of the court.*" In my view, any order which seeks to meet the ends of justice or to prevent abuse of the court process would fall under the ambit of the inherent powers of the court saved by section 95 of the Civil Procedure Code and other written laws of the land providing for a variety of powers of the High Court and subordinate courts. The general principle is that section 95 of the Civil Procedure Code can only come to bear where there is no specific provision in the Civil Procedure Code or any other written laws for the kind of powers sought to be exercised by court. As Dr. Ringo rightly submitted, there is no specific provision in the Civil Procedure Code on the procedure for oral or written submissions let alone rejoinder submissions. In my considered view, the absence of such specific provision in the Civil Procedure Code would make section 95 of the Code a relevant provision of the law, and as such its citation in the application does not amount to wrong citation. In my view the citation of section 95 of the Civil Procedure Code in the application was proper. In my view, section 95 of the Civil Procedure Code complements section 93 of the Code for this Court to exercise its powers to grant the relief sought in the application.

In a bid to assist this Court to reach its decision Mr. Duncan suggested that the Applicant should have resorted to Rule 13 of Order VIII

of the Civil Procedure Code which deals with subsequent pleadings by providing as follows:

> *"Rule 13* ***No pleading subsequent to the written statement of a defendant other than by way of defence to a set-off or counterclaim shall be presented except by the leave of the court*** *and upon such terms as the court thinks fit, but the court may at a pre-trial conference require a written statement or additional written statement from any of the parties and fix a time for presenting the same:*
>
> ***Provided that where a defendant has presented a written statement of defence in accordance with a summons to file a defence the plaintiff may, without obtaining leave of the court, present a reply to the written statement of defence within seven days after the written statement of defence*** *or, where there are two or more defendants, the last of the written statements of defence, shall have been served upon him in accordance with the provisions of rule 2 of Order VI." (the emphasis is of this Court).*

In his submissions, Mr. Duncan also tried to stretch the meaning of "***pleadings***" appearing in Rule 13 of Order VIII of the Civil Procedure Code to embrace "***rejoinder submissions***." I am must say here that I have been really impressed by the efforts of Mr. Duncan to provide a way out of the legal quagmire facing this Court in the present application. However, with dues respect to Mr. Duncan it is hard for this Court to see how "***rejoinder submis***sions" could possibly fit within the garb of "***subsequent pleadings***" under Rule 13 of Order VIII of the Civil Procedure Code. The reasons are not that far to fetch. Rule 13 of Order

VIII of the Civil Procedure Code falls within the part of the Civil Procedure Code titled "**WRITTEN STATEMENT, SET-OFF AND COUNTERCLAIM**." Furthermore, in terms of Rule 13 of Order VIII of the Civil Procedure Code it is only the "*pleadings subsequent to the written statement of a defendant other than by way of defence to a set-off or counterclaim*" whose presentation leave of the court is mandatorily required. In my view, rejoinder submissions are not stricto sensu "*pleadings subsequent to the written statement of defence*" as envisaged under Rule 13 of Order VIII of the Civil Procedure Code, under which confines the filing of pleadings subsequent to the written statement of defendant other than by way of defence to a set-off or counterclaim, which mandatorily require leave of the court. However as I stated earlier there is no specific provisions in our law regulating the manner of presentation of written submissions in court. This makes the application of section 95 of the Civil Procedure Code relevant. However, since as I have stated earlier that that provision provides only for the general powers of the court, it does therefore confer any jurisdiction on the court for enlargement of time. This provision however is complemented with section 93 of the Civil Procedure Code which enjoins this Court with general powers to extends time for "***any period is fixed or granted by the court for the doing of any act prescribed or allowed by this Code.***"

Mr. Duncan suggested also that the provision of section 14(1) of the Law of Limitation Act [Cap.89 R.E. 2002] on extension of period of

limitation in certain cases could be resorted to by the Applicant. Section 14(1) of the Law of Limitation Act stipulates as follows:

> "14. *(1) Notwithstanding the provisions of this Act, the court may,* ***for any reasonable or sufficient cause, extend the period of limitation for the institution of an appeal or an application,*** *other than an application for the execution of a decree, and an application for such extension may be made either before or after the expiry of the period of limitation prescribed for such appeal or application." (the emphasis is of this Court).*

The provisions of section 14(1) of the Law of Limitation Act cited above in my view, confers on the court discretionary powers to extend the time for instituting an appeal or an application even after the expiry of the period of limitation prescribed for such appeal or application. It should however, be noted here that the period envisaged for extension under section 14(1) of the Law of Limitation Act is that for instituting an appeal or an application. In the present matter, the application is for leave to file rejoinder submissions out of time. As such there is no period prescribed by any law for instituting application to enlarge time to file rejoinder submission which has expired, such that this court can validly be called to exercise its discretion under section 14(1) of the Law of Limitation Act to extend it. This technically sends us back to the previous argument respecting section 93 of the Civil Procedure Code that in the absence of any period fixed or granted by the court on the 18/05/2011 for filing rejoinder submissions, which period in any case is not prescribed or allowed anywhere in the Code, there could therefore be no fixed or granted period by this Court which has expired such that this Court may

exercise its discretionary powers under either section 93 of the Civil Procedure Code and/or section 14(1) of the Law of Limitation Act to extend.

In fine despite the fact that the Applicant by not citing subsection (e) of section 68 of the Code has cited wrong provision of the law from what I have endavoured to explain above this omission does not of itself renders the application incompetent given that section 93 as complemented by section 95 of the Civil Procedure Code empowers this Court to grant the relief sought.

The application succeeds to the extent indicated above. The Applicant is hereby granted leave to file rejoinder submissions within seven days from the date of this order. Considering the circumstances and nature of the application I shall make no order as costs. Each party is to bear its own costs in this application. Order accordingly.

R.V. MAKARAMBA

JUDGE

19/08/2011

Ruling delivered this 19th day of August 2011 in the presence of:

For the Applicant/Petitioner: .....

For the Respondent: .....

.....

R.V. MAKARAMBA

JUDGE

19/08/2011