

EMELIA SIBANDA

VERSUS

RODRICK TOSE CHIWUNDURA

IN THE HIGH COURT OF ZIMBABWE

MATHONSI J

BULAWAYO 20, 21, 22, 26 JULY, AND 25 AUGUST 2011

Mrs H.M. Moyo, for plaintiff

Mr S.S. Mazibisa, for defendant

CIVIL TRIAL

MATHONSI: When the plaintiff and the defendant met and commenced having a relationship in August 1998 the defendant was separated from his then wife. He had instituted divorce proceedings against his wife in April 1998. That divorce was only finalised more than 10 years later in September 2008. They started co-habiting in September 1998.

That cohabitation produced 2 children Doreen Chiwundura, a girl born on 28 December 1999 and Rodrick Chiwundura, a boy born on 29 May 2001. Sometime in April 1999, the Defendant met the plaintiff's parents and paid some token in recognition of the relationship.

When the parties met, the defendant was employed by NRZ he having joined the parastatal in 1988 as a supplies clerk. He later rose to the position of secretary of the tender board. The plaintiff was running a hardware business known as Prosperity Hardware. She later formed a company known as Station Micro Finance (Private) Ltd which is duly incorporated and runs 14th Avenue Service Station in Bulawayo. At the material time that company was involved in buying and selling fuel and motor vehicles imported mainly from Japan via South Africa.

The defendant was included as one of the directors of Station Micro Finance (Pvt) Ltd on 11 May 2004, more than a year after its formation. He left employment at NRZ in 2005 and worked with the plaintiff at Station Micro Finance before moving to South Africa where he started businesses on his own. He bought several properties both in that country and in Zimbabwe.

In January 2010 the parties' relationship went through turbulent times and the defendant left the plaintiff and the children. He also resigned as director of Station Micro Finance. The plaintiff then instituted these proceedings alleging joint ownership of all the properties acquired during their cohabitation, the existence of a tacit universal partnership and claiming an equal share of the properties, a claim strongly contested.

At the commencement of the trial, I allowed the amendment of the plaintiff's summons and declaration which should have been dealt with at the pretrial conference but overlooked. The parties had already agreed on the issues for trial and filed a joint memorandum which recognized the proposed amendment. Following the amendment, the plaintiff seeks the following relief:

- A) An order declaring the existence of a tacit universal partnership between the parties with effect from April 1999 to January 2010;
- B) An order declaring that all assets acquired by the parties during this period as listed in Annexure "A" are jointly owned by the parties in equal shares;
- C) That all such properties be sold and net proceeds thereof shared equally between the parties; or
- D) Alternatively, that the plaintiff be awarded the immovable property known as 22 Pingstone Road Khumalo and the Mitsubishi Pajero as her sole and exclusive property and that the defendant be ordered to pay her the sum of R2 500 000 in settlement of her claims against the defendant.
- E) Alternative relief
- F) Costs of suit.

The issues for trial as identified at the pretrial conference are as follows:

- A) Whether or not there was a tacit universal partnership between the plaintiff and the defendant.
- B) If there was a tacit universal partnership what is the plaintiff's contribution towards the acquisition of the properties.
- C) What is the equitable distribution of the properties.
- D) Whether or not the High Court of Zimbabwe has jurisdiction to deal with the properties acquired in South Africa.
- E) Whether or not the plaintiff has a cause of action.

I intend to dispose of the last 2 issues at this stage. The last issue, as argued by Mr Mazibisa for the defendant, appears firmly incorporated in the first issue of the existence or otherwise of a tacit universal partnership. The only items for discussion at this stage relate to the argument that if, as alleged by the plaintiff, the money used to finance the commencement of business by the defendant in South Africa came from Station Micro Finance (Pvt) Ltd, then the right of action lies with that entity, it being a registered company and not with the plaintiff by virtue of the separate legal persona principle.

Mr Mazibisa submitted that the failure by the plaintiff to join Station Micro Finance as a party left her with no cause of action, especially as some of the properties are also

registered in the names of registered companies not cited in these proceedings. Our law has long recognized the right of a woman in an informal relationship to litigate for a share of property acquired during the subsistence of such relationship as long as she can premise her claim under a recognized cause of action like a tacit universal partnership, joint ownership or unjust enrichment. *Mashingaidze v Mashingaidze* 1995 (1) ZLR 219 (H); *Chiromo v Katsidzira* 1981 ZLR 418; *Jengwa v Jengwa* 1999 (2) ZLR 121(H); *Matibiri v Kumire* 2000(1) ZLR 492 (H) and *Chapeyama v Matende & Another* 2000 (2) ZLR 356(S).

If she can prove the requisites of a tacit universal partnership which has been alleged in this case, the plaintiff will succeed in her claim and cannot be said to be lacking a cause of action merely because her contribution came from an incorporation from where she was entitled to make drawings by virtue of her shareholding and to earn on the basis of her directorship.

Company law also allows the court to lift the corporate veil to look beyond it and determine whether such veil is being used to hedge away a legitimate entitlement. This may be so as in the present case where the defendant appears to have been registering properties in company names and also purchasing shares in companies owning properties like Sidis Agencies (Pvt) Ltd and High Step Marketing (Pvt) Ltd. *Mangwendeza v Mangwendeza* 2007(1) ZLR 216 (H) at 217F; *Manyathela v Manyathela* HB44/11 at p5.

I therefore conclude that the plaintiff does have a cause of action against the defendant in her personal capacity.

I have not been able to follow the defendant's argument on jurisdiction. This is because the defendant has tended to confuse the issue of his domicile of choice with the location of some of the properties which form the subject of this action. It does not come out clearly whether the defendant pleads lack of jurisdiction on the part of this court only by virtue of the fact that he has obtained a permanent residence permit in South Africa or because he bought properties in that country which he does not want the court to lay its hand on.

It is common cause that the defendant is a Zimbabwean national who uses a Zimbabwean passport and has obtained a permanent residence permit in South Africa. It is also common cause that he maintains residence in Zimbabwe initially at No. 17 Holly-Hocky Close, Harrisvale, Bulawayo before moving with the plaintiff to 22 Pingston Road Khumalo Bulawayo. He now resides at 5 Viljoen Road Wilsgrrove Bulawayo where he says he is engaged in market gardening and he keeps the Pajero motor vehicle which is also the subject of this action. He also owns 2 properties of substantial value in Belmont apart from his share in the Khumalo house.

The onus of proving that a domicile of choice has been acquired rests on the party who asserts it and this onus is discharged by a preponderance of probabilities. *Eilon v Eilon* 1965 (I) SA 703 (AD) at 719G *Webber v Webber* 1915 AD 239. In delivering the majority decision in *Eilon v Eilon* (supra) at 721A, Potgieter AJA stated;

“The onus of proving a domicile of choice is discharged once physical presence is proved and it is further proved that the *de cuius* had at the relevant time a fixed and deliberate intention to abandon his previous domicile, and to settle permanently in the country of choice. A contemplation of any certain or foreseeable future event on the occurrence of which residence in that country would cease, excludes such an intention. If he entertains any doubt as to whether he will remain or not, intention to settle permanently is likewise excluded.”

The fact that the defendant applied for and obtained permanent residence is a factor pointing to intent to settle in South Africa but it cannot weigh heavily on its own. I have already stated that the defendant maintains a heavy presence in this country. He carries out business in this country and therefore cannot be said to have abandoned this country permanently.

While ordinarily the court would be circumspect in exercising jurisdiction over property located in another country, the facts of this matter favour such course of action. The plaintiff alleges that the agreement to commence a joint business was concluded in Zimbabwe, that the businesses in South Africa were financed from funds repatriated from Zimbabwe and that the parties' business empire straddles the border between the 2 countries. In any event, there is an alternative claim which may circumvent any problem of effectiveness of a judgment of this court affecting properties located in South Africa. I will therefore exercise jurisdiction.

It remains for me to deal with the main issues of whether a tacit universal partnership existed between the parties, the plaintiff's contribution and the equitable distribution thereof, if any.

The evidence of the plaintiff is that she met the defendant who was a junior employee of NRZ in August 1998 at a time when he was separated from his wife and had in April of that year instituted divorce proceedings against her which proceedings were still pending. For that reason the defendant's previous marriage was all but terminated. He was staying in Queens Park Bulawayo. In September 1998 they commenced living together. They intended to get married and at the same time the defendant showed his commitment by paying a token to her parents in April 1999.

In December 1999 the couple was blessed with their first child Doreen and the second child Rodrick came in May 2001. She is living with the children at the Khumalo house and they attend school at Masiyephambili Junior.

She stated that when she met the defendant his income as a supplies assistant was meagre and only enough to cover food for the family. On the other hand, she started running a hardware business, Prosperity Hardware, on her own without the assistance of the defendant in 2002. As the business grew, she was able to single handedly purchase a vacant stand in Harisvale Suburb of Bulawayo from money realized from the hardware business. The stand was bought for Z\$1 000 000-00. She had the stand registered in both their names.

Again without any financial assistance from the defendant she constructed a house at the stand. The defendant's only contribution was to come up with ideas as well as running around putting together material bought by the plaintiff. The house was constructed and completed between December 2002 and April 2003 and the parties moved into it in June 2003. They were to remain there until December 2006 when the Khumalo house was purchased.

The plaintiff stated that she registered a company known as Station Micro Finance (Pvt) Ltd in which herself and one Patience Manhire were the original directors having been so appointed in March 2003. The defendant was roped in much later in May 2004. It is this company which secured a lease from Caltex to operate 14th Avenue Service Station selling fuel. Later it also got involved in importing ex-Japanese vehicles for resale.

In commencing this business she did not receive any financial assistance from the defendant. Much later, when he was running a successful business of his own in South Africa, the defendant was able to help her company financially if such help was required. Otherwise, his involvement was confined to giving advice. He was included as a director not because of his contribution but merely because he was her living in partner.

When the defendant left NRZ he started going into and out of South Africa looking for business. He got money from the service station to start a business in South Africa. He would collect cash which was not recorded and the plaintiff would deposit money in both his local Barclays Bank and South African FNB accounts to help the defendant with his business ventures.

When she gave the defendant such funds they were not for any specific project but she would be responding to a request for money from him. He was free to use it as he pleased including to finance orders he would have received from his customers.

The plaintiff went on to say that in 2005 the defendant registered a company known as New Wind Trading Co. CC in South Africa and it commenced business using funding from 14th

Avenue Service Station. She was not included as a director or shareholder of that company and was not involved in any of its operations. Her only involvement came when the defendant needed funding for that entity which she says she readily provided from her base in Zimbabwe.

She produced documentation in the form of deposit slips and bank statements showing that between 2 June 2006 and 29 May 2007 she deposited a total of Z\$29 600 000-00 into defendant's Barclays account in Zimbabwe. That documentation also shows that between 26 June 2006 and September 2009 she deposited various sums of money totaling R58 050-00 into the accounts of either the defendant or that of New Wind Trading. She said a further R 28 000-00 was also deposited although she misplaced the deposit slip. This would bring the total deposits in South Africa to R78 050-00.

The plaintiff said that she does not know what the money was used for although it was generally understood between them that it was to assist the defendant in his business. The documents she produced also show that at about the same time, the defendant also deposited a total of R26 700-00 into the plaintiff's account and she readily accepted this saying that it showed that they were working together.

In 2006 she built a 4 bedroomed house at defendant's homestead in Chiwundura which she fully furnished and was meant for their benefit and that of the children. She is not laying claim on it.

She said although she was not involved at all in the activities of the defendant, she is aware that his business fortunes stemmed from initial funding he obtained from 14th Avenue Service Station. As his business grew, the defendant formed another company Far East Marketing and Trading CC and did not include the plaintiff as either a shareholder or director. In fact it is the defendant and her daughter Diana Chiwundura who have a shareholding in that company as they also have a shareholding in 2 other companies registered in Zimbabwe namely Sidis Agencies (Pvt) Ltd and High Step Marketing (Pvt) Ltd which own 2 other properties in Belmont Bulawayo.

In April 2005 the defendant purchased Flat No. 407 New Orleans, Yeoville Johannesburg for R90 000-00 without consulting the plaintiff but she said he reported to her on that development. It was a cash purchase. On her part in November 2006 she sold the Harisvale house for Z\$40 000 000-00 and in December 2006 she purchased No. 22 Pingstone Road Khumalo, Bulawayo for \$200 000 000-00. She paid a deposit of \$100 000 000-00 and later cleared the balance. She testified that she did not receive any assistance from the defendant but still went ahead and had the house registered in both their names in the spirit of partnership that existed between them.

She was in South Africa when No. 40 Piennast Road, Somerset West, Cape Town was purchased and although they wanted it registered in both their names this could not happen because she did not have a South African visa. It was purchased for R1,2 million through a loan from Standard Bank of South Africa Ltd and registered in defendant's name. She did not contribute anything to the acquisition but stayed at the house until her return to Zimbabwe.

Without her knowledge or involvement, the defendant, through New Wind Trading bought a factory, No. 9 Maranatha South Africa. It is registered in the company's name and its purchase was funded by ABSA Bank to which it is still bonded. The defendant also bought a house, 14 Clifton Street, Crystal Park Johannesburg through a loan from Standard Bank of South Africa.

The plaintiff stated that she purchased a state of the art Mitsubishi Pajero from Multi Layer Freight of Durban for \$28 000 and produced an invoice and a letter from that dealer to substantiate her claim. She said the vehicle was imported by the defendant on her behalf as he was already in South Africa. For that reason it was registered in his name although that is simply her vehicle.

The defendant also gave evidence. The plaintiff was her girl friend with whom he sired 2 children. He was not customarily married to her but only paid damages to her parents. He assisted her open Station Micro Finance so as to broaden their income base as people who had children together. In the initial stages he was not a director but was later co-opted as such and he assisted in its operations using his management skills. When he resigned from NRZ he decided to form his own business in South Africa, New Wind Trading which he did using his own savings. He did not get any assistance from the plaintiff neither did he draw any money from Station Micro Finance, a company run by the plaintiff.

At the beginning, himself and the plaintiff, had equal share holding at Station Micro Finance but when he realized the plaintiff wanted to impose her own style of management he decided to leave her to run it on her own. He would however assist her by repatriating funds and that the proceeds of that business would be used to purchase the Khumalo house and to look after the children.

He stated that he did not directly participate in the purchase of the Khumalo house but his contribution was through the proceeds of the sale of the Harisvale house which went towards the deposit and the profits realized from Station Micro Finance which were channelled towards the purchase of that house. He was of the view that his own contribution to the Khumalo house was 80% while the plaintiff only put 20%.

He could not explain how this was possible given that he did not have any direct financial input. He argued that he had single handedly purchased the vacant Harisvale stand for Z\$120 000-00 for cash and did the construction of the house at an estimated cost of \$380 000-00 while the plaintiff only chipped in with some of the building material.

It was not clear from the defendant's evidence what the source of his funding to undertake the Harisvale project was given that he was relying on a salary at a time when inflation had reached unprecedented levels and eroded people's earnings.

The defendant stated that he left Station Micro Finance in 2007 and later realized that he had been removed as a director in 2010. Before that he and the plaintiff had consulted each other very regularly on the business as they ran it together.

He still runs his businesses in South Africa and from New Wind Trading CC alone he draws a salary of between R30 000 and R60 000 a month. He has never declared a dividend. He used his earnings and loans from Standard Bank and ABSA Bank to purchase the properties in South Africa and profits from his business activities to purchase the properties in Zimbabwe which he then registered in the name of companies to the exclusion of the plaintiff.

The defendant denied the existence of any form of partnership between himself and the plaintiff. He went on to say that even when she moved to South Africa, the plaintiff formed her own company known as Honovi Properties which she ran on her own, a sign that they never intended working together. He produced an invoice from Durban Bond Auto to the effect that in December 2006 he had purchased a silver Pajero for \$5 700-00 and denied that the Pajero vehicle being claimed by the plaintiff was bought by her or that it cost \$28 000-00.

Surprisingly, the receipts that he produced showed that he deposited a total of R90 000-00 into the FNB account of Multi Layer Trading and not Durban Bond Auto. Not only did that amount exceed the purchase price of \$5 700-00 he claims was the cost of the Pajero, it was also paid to a different supplier, Multi Layer Trading, the same supplier the plaintiff claims supplied the Pajero vehicle she is claiming.

The defendant also burnt his fingers in trying to justify how it was possible for him to purchase the flat in Yeoville for R90 000-00 in April 2005 (incidentally he sold this flat for R370 000 when this matter was already pending), just a few months after he moved to South Africa after leaving employment and before he had even purchased New Wind Trading CC as a Shelf Company if he did not receive any funding from another source. The evidence shows that he only commenced business at New Wind Trading in May 2005.

I also take note of the fact that all the properties being claimed were purchased within a short period of less than 3 years at considerable cost although part of it was funded by bank

loans. It is therefore clear that the defendant must have received financial support from somewhere and the plaintiff claims it is from herself.

The plaintiff gave her evidence very well and I accept most of her evidence. I find as proved, that the parties cohabited contemplating a marriage. In fact, in his plea the defendant admitted the existence of a customary law union which was terminated. I also find as proved that the parties lived together and sired 2 children presumably awaiting the finalisation of defendant's divorce from his previous wife.

I am satisfied that during that time the parties agreed to own certain property together and to run a business in Bulawayo together, although the defendant did not make any financial contribution to those projects.

It is inconceivable that the defendant would have been able to have any income without a loan facility to purchase a stand and construct a house in Harisvale. Given that the plaintiff was running a successful hardware business, I make the finding that it is herself who funded the purchase and construction of the Harrisvale property.

The evidence also points to the fact that the \$40m realized from the sale of this property in November 2006 went towards the deposit for the Khumalo property which was paid on 11 December 2006, the sale agreement having been signed 3 days earlier on 8 December 2006. The parties are also in agreement that the rest of the money for the purchase of the Khumalo house came from the profits realized at 14th Avenue Service Station through the sale of both fuel and motor vehicles.

By his own admission, the defendant did not have a direct contribution towards the purchase of the Khumalo house and only claims an entitlement on the basis that he was entitled to something from the business at 14th Avenue Service Station.

I make a finding that when the defendant left employment at NRZ in 2004 he did not have the wherewithal to commence a business in South Africa. He relied heavily on financial support from the plaintiff in whatever he did. It is this support which enabled him to start a successful business in South Africa. Subsequent to that he was clearly on his own, did his own thing and probably used his own skill to succeed as he did. There is nothing to suggest that the parties intended to work together in partnership in South Africa.

Regarding the Pajero motor evidence, there is reliable evidence that it was acquired by the plaintiff and that the defendant had his name on it only because he imported it. Its registration book is in his name but in Zimbabwe a registration book is not proof of legal ownership. All registration books are so endorsed.

The plaintiff alleges the existence of a tacit universal partnership. In *Mtuda v Ndudzo* 2000(1) ZLR 710 (H) at 716 E-F, Garwe J (as he then was) stated as follows:

“What amounts to a tacit universal partnership has been considered in several decisions of the courts in this country and in South Africa. The four requisites for a partnership may be summarized as follows:

- (a) Each of the partners must bring something into the partnership or must bind himself or herself to bring something into it, whether it is money, labour or skill;
- (b) The business to be carried out should be for the joint benefit of the parties;
- (c) The object of the business should be to make a profit; and
- (d) The agreement should be a legitimate one. In addition, the intention of the parties to operate a partnership is also an important consideration. *See Muhlmann v Muhlman* 1981 (4) SA 632 at 634; *Mashingaidze v Mashingaidze* 1995 (1) ZLR 219.”

As stated by Gilleppie J in *Jengwa v Jengwa* 1999 (2) ZLR 121 (H) at 129A there is a reforming impetus discernible in judgments of this court which reveal a willingness to exploit the concept of a tacit universal partnership to provide a discretionary broad relief or even to discover a new common law discretionary relief comparable to the remedy provided for in the Matrimonial Causes Act, Chapter 5:13.

In fact, in *Chapeyama v Matende & Another* 2000(2) ZLR 356 (S) the Supreme Court went as far as to accept that where the requisites of a tacit universal partnership are in existence, the court can go on to apply the provisions of section 7 of the Matrimonial Causes Act, as a guide in determining the distribution of the property. At 363 D, Muchechetere JA said;

“But there is a clear distinction between applying the provisions of the section as a matter of law (which would be incorrect) and using them as a guide when applying the common law principles. The learned trial judge should, as I consider he intended to, have clearly stated that he was using them as a guide in the application of common law principles in a situation such as the present one where a tacit universal partnership has been found to exist.”

The full bench of the Supreme Court went on to conclude that where the elements of a tacit universal partnership have been established, in considering the division of property under that concept, useful guidance can be found in the provisions of section 7 of the Matrimonial Causes Act [Chapter 5:13]. Garwe J (as he then was) proceeded along those lines in making an award in *Mtudzo v Ndudzo* (supra).

In the present case, I entertain no doubt in my mind that from the very beginning the parties intended to work together to build a joint estate. While the defendant may not have been financially sound at the time to make any meaningful financial contribution, he provided labour and skill while the plaintiff provided the money to purchase and build a house in Harisvale. The same concept was carried forward to the Khumalo house.

The parties adopted that principle when they started the 14th Avenue Service Station business, which although run under the auspices of a registered company, there is nothing to suggest that there was any distinction between the business and the individual members. It was clearly run as a partnership. The first 3 requirements of a tacit universal partnership in respect of the Khumalo house and the service station business are met. The same goes for the vehicle which was for use by both parties and is still in the custody of the defendant.

Mr Mazibisa for the defendant has argued that in view of the fact that defendant was married to someone else at the time the parties came together means that the object of their business was illegitimate. For that reason the plaintiff has failed to discharge the onus resting on her. He relied on my *obiter dictum* in *Chakara v Matika* HB 40/11 at page 6 where I stated:

"I wish to comment however on the legitimacy of the agreement which is one of the requirements for a valid partnership. For times without number this court receives litigation from the likes of the plaintiff who, while married to someone else in terms of civil rights, they proceed to purchase property for a paramour and when the relationship gets sour they still proceed behind the back of their spouse to litigate claiming a share of that property. Finding it difficult to premise that claim such litigants would allege a variety of issues including a tacit universal partnership. In my view, it is completely against public policy for such people to approach the court when in the majority of cases they would be cheating on their spouses and amassing wealth behind them. Even where an agreement exists with the paramour, such cannot be said to be legitimate as it is illegal. How can a person whom the law prohibits from having a second wife proceed to have one against the law and then approach a court of law seeking redress?"

I still stand by that view but the present case is clearly distinguishable from *Chikara (supra)*. The defendant had already instituted divorce proceedings against his wife when he started a relationship with the plaintiff. There was a relationship in contemplation of a marriage after the divorce. In addition, I agree with Mrs Moyo for the plaintiff that the defendant cannot be allowed to benefit from his own adulterous activities. More importantly, the plaintiff's claim is predicated upon what was clearly a business relationship of the parties which ran concurrently with the love affair.

I propose to seek guidance from the provisions of the Matrimonial Causes Act, as the authorities allow me, in determining the respective rights of the parties in the Khumalo house and the Pajero vehicle. That section allows a court when distributing matrimonial property to order that any asset be transferred from one party to the other.

In light of my finding that the plaintiff paid the defendant not less than Z\$29 600 000 and R78 050 to help his business in South Africa against R26 700-00 the defendant paid to her which latter figure included maintenance and school fees for the children, the plaintiff made sufficient contribution to the defendant to compensate him for his ½ share of the Khumalo

house. In doing so I make a value judgment as adopted by Garwe J (as he then was) in *Mtunda V Ndudzo* (supra). She is therefore entitled to the Khumalo house.

I have also made a finding that the plaintiff purchased the Pajero motor vehicle and although it is in the defendant's name, she is entitled to its delivery or value of US\$28 000-00.

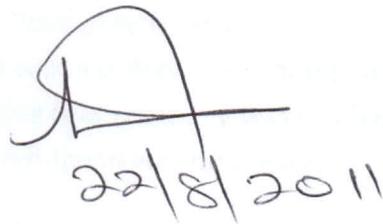
I am not persuaded that all the requisites of a tacit universal partnership have been proved in respect of all the properties in South Africa and the 2 properties in Belmont Bulawayo. To that extent the plaintiff cannot succeed even in respect of her alternative monetary claim of R2,5 million.

On the issue of costs, I am of the view that the plaintiff has been successful to a substantial extent. For that reason the costs should follow the result.

Accordingly I make the following order, that

1. The plaintiff be and is here by awarded as her sole and exclusive property stand 6859 Bulawayo Township of Stand 6872A Bulawayo Township, also known as 22 Pingston Road Khumalo Bulawayo, as her sole and exclusive property.
2. The defendant should, upon demand, transfer his half share to the property mentioned in paragraph 1 above to the plaintiff, failing which the deputy sheriff for Bulawayo be and is hereby directed to sign all documents necessary to effect that transfer.
3. The plaintiff is awarded the Mitsubitshi Pajero Motor Vehicle Reg No. AAU 8214 or its value of US \$28 000-00
4. The defendant is directed to deliver the said vehicle to the plaintiff or its value within 14 days from the date of this order.
5. The defendant shall bear the costs of suit.

Cheda & Partners, Defendant's Legal Practitioners
Messrs Sansole & Senda, Plaintiff's Legal Practitioners



22/8/2011