

Attention: The Secretary

Law Society of Zimbabwe

5th Floor Law Society House, Harare

secretary@lsz.co.zw

17 June 2024

RE: Formal complaint over misconduct by Advocate Tamuka Moyo

I am writing this letter to set out my complaint against one of your members, Advocate Tamuka Moyo over case numbers HC2620/23 HC6935/22, HC6938/22. The complaint against Advocate Tamuka Moyo relates to corruption, perjury, failure to serve the opposing party, dishonesty and altering court papers. Advocate Tumaka Moyo is a danger to the legal profession and is making a mockery of the justice system in Zimbabwe.

Background

In November 2022, Tamuka Moyo attorneys wrote a letter to myself indicating that they represented clients who did not accept the cancellation of their individual agreements which were entered into regarding development of chalets units on a piece of land in Kariba.

The four clients had been notified of cancellation after they failed to pay the agreed amounts as stated in their individual contracts. These four were Evaristo Mahere, Wedzerai Matsheza, William Maphosa and Joseph Chitongo. The cancellations were communicated to the parties on 2 November 2022 by email.

To my utter amazement, Tamuka Moyo indicated that I had been served with summons on 26 October 2022, which summons I had not been served with. It was clearly communicated to Advocate Tamuka Moyo that his clients owed money and had not paid up their contractual agreement and if they paid up their contracts would be reinstated without prejudice.

I noted that Advocate Tamuka Moyo had dishonestly backdated the application dates that it appeared that had been submitted to the court before we canceled his clients contracts for non-payment.

In a show of good faith, I negotiated with Advocate Tamuka Moyo and provided him with all details regarding the outstanding payments. I revoked all the canceled contracts on condition. At this point, Advocate Moyo arranged for me to meet with him and his clients in Kariba in December 2022 to finalize all the transactions.

We agreed on a date and I flew from South Africa to Kariba in December 2022 for the agreed meeting. On arrival, I waited for 5 days in Kariba, and Advocate Tamuka Moyo and his clients failed to show up. I traveled to Harare and Advocate Tamuka Moyo was unavailable to meet. At this point, I sent Advocate Mukudzei Moyo to Advocate Tamuka Moyo's office to further negotiate on our behalf and find out why they did not come to the meeting. Advocate Moyo became evasive and we were advised that this is because his clients had not paid him.

Later in early 2023, Advocate Tamuka Moyo and his case emerged again and I agreed to a meeting with them. An electronic meeting which was chaired by Advocate Tamuka Moyo. was held with his clients and they agreed that had not completed payment and would pay the amounts in question under conditions that were to be agreed in a deed of settlement.

After the meeting, it was agreed that I would meet with Advocate Tamuka Moyo and his clients in Kariba. A full statement of how much each of his clients owed was sent to Advocate Moyo.

After this meeting, on the agreed date, I flew to Zimbabwe for the meeting with Advocate Tamuka Moyo. I arrived in Kariba and waited for 3 days. Advocate Tamuka Moyo became evasive and he was no longer reachable.

In December 2023, I wrote to all members explaining that the project had stalled because of no payment by the members who were clients of Advocate Tamuka Moyo. I offered all members the right to purchase the property as I have been carrying all the costs since 2022.

None of the members were able to buy the property. I then put the property on the market and found a buyer for the price of \$100 000.00. This amount was going to be sufficient to pay back all members and pay back all the debtors.

To my surprise, Advocate Tamuka Moyo advised Phiri and Partners in Kariba that we should not sell the land but offered to pay me back "my contribution" to the project.

On checking at the High Court registrar, we found that a court case had never been lodged, Advocate Tamuka Moyo had only presented the first application. We continued to check the court file between December 2023 and May 2024 and during all this time there were no changes as the file remained empty.

In May 2024, we provided all members with the amounts that they owed and notified them that we would be embarking on a debt collection process. While I was awaiting responses, I was surprised to find court summons with documents showing that there had been a judgment against me regarding the case. There is no judge who can make a judgment without any certificate of service. As we were already in negotiations, it was clear that there would only be a new court case if our negotiations failed and I was refusing to be served.

It was also specifically requested that when serving papers, these should be sent to the email pgambakwe@gmail.com or on my Whatsapp number on which we were discussing all the other settlement issues.

I noted that Advocate Tamuka Moyo had once again backdated the submission date of the court papers and had misled the court by filing papers that did not include all material facts. Advocate Tamuka Moyo ought to know that one can not lie under oath. Advocate Moyo also ought to know that the court can not be used to reverse contracts that are agreed between parties.

On close examination of the court papers, it was evident that new applicants had been added and the original court application had been significantly altered. Advocate Tamuka Moyo ought to know that a joinder application can not be used to change the original court application, or to add new applicants.

The court application contained false information and made no reference to any negotiations between the two parties. It is clear to me that Advocate Tamuka Moyo is deliberately filing false information and corruptly getting this case through the courts without notifying the defendants. Advocate Tamuka moyo knows that his clients are not the only members of the scheme and is deliberately ignoring these facts in an unethical attempt to disadvantage other people involved in the project.

These actions are not only unethical, but also dishonest.

As an officer of the court, Advocate Tamuka Moyo has no right to knowingly submit false information before the courts, while still engaged in an out of court negotiation with the same parties, under different court case numbers. He also does not have a right to go to the courts while we are awaiting a deed of settlement. It is clear that Advocate Tamuka Moyo's conduct is unethical and I believe this is a pattern of behavior that can be found in other cases that he has handled.

Investigation

I call upon the Law Society of Zimbabwe to formally investigate Advocate Tamuka Moyo and impose upon him the maximum possible penalty for his conduct.

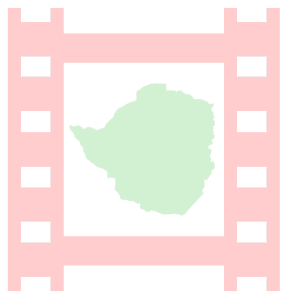
I request feedback within 14 days as per your complaint procedure as I would like to take action against other officers of the court who I believe are involved in misconduct regarding this case.

Regards

Pardon Gambakwe

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