

MUNYARADZI KEREKE

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18 June 2026

TO:



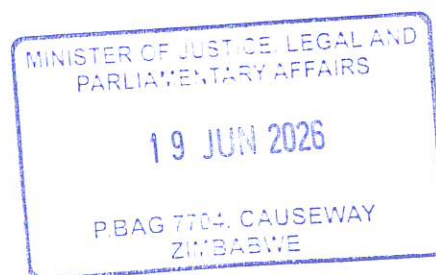
HIS EXCELLENCY THE PRESIDENT OF THE REPUBLIC OF ZIMBABWE

CDE DR E.D. MNANGAGWA

MUNHUMUTAPA BUILDING

HARARE

AND TO:



THE HONOURABLE CHIEF JUSTICE OF ZIMBABWE MRS ELIZABETH GWAUNZA

CONSTITUTIONAL COURT OF ZIMBABWE REGISTRY

HARARE

DEAR YOUR EXCELLENCY CDE PRESIDENT AND HONOURABLE CHIEF JUSTICE;

FORMAL REPORT IN TERMS OF SECTIONS 165 (5) AND 187 OF THE CONSTITUTION OF ZIMBABWE AND SECTION 174 OF THE CRIMINAL LAW (CODIFICATION AND REFORM ACT) [CHAPTER 9:23] OF GROSS MISCONDUCT AND CRIMINAL ABUSE OF DUTY BY THREE (3) SUPREME COURT JUDGES OF APPEAL, VIZ: (1) HON. MR GEORGE CHIWESHE, JA; (2) HON. MR SAMUEL KUDYA, JA; (3) HON. MR TENDAI UCHENA, JA, IN THE MANNER IN WHICH THEY UNLAWFULLY TREATED DR MUNYARADZI KEREKE, A ZIMBABWEAN CITIZEN.

1. Your Excellency CDE President, and Honourable Chief Justice of Zimbabwe, this is a formal report per the above caption being done against **(1) HONOURABLE MR GEORGE CHIWESHE, JA; (2) HONOURABLE MR SAMUEL KUDYA, JA; (3) HONOURABLE MR TENDAI UCHENA, JA**, all of whom are Supreme Court of Zimbabwe Justices of Appeal; and the report is anchored on the common cause founding principle that the Republic of Zimbabwe is a Constitutional Democracy which is governed by the rule of law where no one is above the law.
2. Below I give the factual situation giving rise to my cause of action against the 3 Honourable Justices of Appeal and I pray that as swiftly as possible, the due process of the law be instituted without fear or favour to bring these offenders under full investigation, followed by appropriate consequential remedies in the interest of justice.
3. **DR MUNYARADZI KEREKE'S CAUSE OF ACTION AGAINST THE 3 HONOURABLE JUSTICES OF APPEAL**
 - 3.1 It is trite that the 3 Honourable Justices of the Supreme Court constituted the appellate panel that decided Dr Munyaradzi Kereke's criminal appeal under case number SC 259/21 concerning court *a quo* conviction on an alleged one count of rape.
 - 3.2 On the 31st of May 2024, the three Honourable Justices of Appeal unanimously concurred and dismissed the appeal leading to Kereke having to go back to prison to complete the effective 10-year sentence which he eventually completed on the 8th of January 2026.
 - 3.3 Prior to this, on the 4th of August 2021, the Supreme Court of Zimbabwe in a judgement by Honourable Mrs Hlekani Mwayera, JA, had granted Dr Munyaradzi Kereke freedom after many years of imprisonment through bail pending appeal, and the Supreme Court then held that prospects of success on appeal were bright on the merits.
 - 3.4 The present Report is not an appeal against the joint decision of the 3 Supreme Court Justices, but is a formal complaint on their gross misconduct and criminal abuse of duty in the manner they mishandled

the Appellant and other cases brought before them concerning Dr Munyaradzi Kereke.

3.5 The delay in making this report was out of strategic necessity to ensure that Dr Munyaradzi Kereke remained unharmed whilst he was still serving in prison.

THE FACTS...

3.6 The following facts constitute the gross misconduct by the 3 Supreme Court Justices which amounts to a flagrant violation of Section 165 (5) of the Constitution of Zimbabwe and contravention of Section 174 of the Criminal Law (Codification and Reform) Act [Chapter 9:23] which codifies the elements of criminal abuse of duty by officials. Judicial authority derives from the people of Zimbabwe.

3.7 There was **surreptitious method** in how the 3 Honourable Justices of Appeal grossly misconducted themselves and below is the chronology:

3.8 Between October 2021 and April 2024, during the subsistence of Dr Munyaradzi Kereke's criminal appeal case SC259/21 under active appellate review by Honourable Justices CHIWESHE, Honourable UCHENA and Honourable KUDYA; Honourable Mr George Chiweshe, JA, who was known to Appellant, approached Dr Munyaradzi Kereke on several occasions stating that "Justices of Appeal Tendai Uchena, Samuel Kudya and myself we have looked at your appeal and have all agreed with the bail ruling by Honourable Mrs Hlekani Mwayera, JA, that your conviction by the lower courts was wrongful. But my colleagues and I we are saying to you Kereke what are you going to do for us so we take you off the hook?".

3.9 As a matter of principle, the same principle that he had applied during trial at the lower court when a Magistrate had brazenly demanded US\$10,000 from Kereke through an emissary as an inducement to acquit Kereke, Dr Munyaradzi Kereke at first refused to pay anything to the 3 Supreme Court Justices as had been repeatedly solicited for by honourable Justice of Appeal George Chiweshe.

3.10 Sometime in 2022, Honourable Justice of Appeal George Chiweshe using his ECONET mobile phone number +263 772 176 405 asked Dr Munyaradzi Kereke to buy his run-down Mercedes Benz car at a ridiculously exorbitant price, but Kereke declined.

3.11 A few days later, in a clear demeanour that had all the hallmarks of a veiled threat to condemn Kereke back to prison on the appeal if Kereke did not play ball in giving favours to the 3 Honourable Justices of Appeal, Honourable Justice of Appeal Mr George Chiweshe then had a driver deliver the old Mercedes Benz to Kereke's house number 5 Jealous Gardens, Glen Helen Way, Glen Lorne, Harare, with the ominous request "tell Kereke to himself buy or sell this car for me I want US\$25,000 (twenty-five thousand United States dollars) from it urgently". That driver never gave Kereke any chance to respond and left the car at Kereke's house, engine running.

3.12 Immediately, Dr Munyaradzi Kereke called Honourable Justice of Appeal George Chiweshe protesting the manner in which his driver had conducted himself dumping the car at Kereke's house with scant explanations as to what was going on.

3.13 In reply, Honourable Justice Mr George Chiweshe said *"Iwe Kereke usaita semunhu akapusa. Chinditengesera mota iyoyo kune vaunoziva kuno nevamwe vangu vaye 2 tirikuda cash chop-chop. Zvinokunakira iwe izvi pa case yako"*.

3.14 After much thought, and realising the odd situation that was at play, and traumatised by the fear of continued wrongful imprisonment, Dr Munyaradzi Kereke then grudgingly got hold of his cousin TINASHE MUREYANI aka FALLY who makes a living selling motor vehicles and asked him to rush to Glen Lorne to collect Honourable Mr George Chiweshe's car and help secure a quick sale.

3.15 **TINASHE MUREYANI aka FALLY** mobile numbers **0776 951 363 and 0786 103 000** immediately came to Dr Munyaradzi Kereke's house in Glen Lorne and collected the car.

- 3.16 After about 2 days, TINASHE MUREYANI aka FALLY secured a buyer who agreed to pay US\$24,000.00 but in small instalments.
- 3.17 Dr Munyaradzi Kereke then linked Honourable Mr. George Chiweshe with TINASHE MUREYANI aka Fally who then transmitted the cash payments for the car directly to the Supreme Court Judge of Appeal.
- 3.18 The buyer of the car, however, took time to clear his obligations and Honourable Mr George Chiweshe hotly pressured both FALLY and Kereke for the balance money.
- 3.19 Through pressure on the buyer, TINASHE MUREYANI eventually got the full amount paid and he delivered all of it to Honourable Mr George Chiweshe who unfortunately never paid any commissions to TINASHE MUREYANI for the swift car sale service he had rendered under very threatening circumstances.
- 3.20 After the car episode, on one late afternoon, still in 2022, Justice George Chiweshe called Dr Munyaradzi Kereke and asked for an urgent meeting at around 7pm that evening at **HIGHLAND PARK SHOPPING CENTRE in Harare.**
- 3.21 In order to have a witness for posterity, Dr Munyaradzi Kereke took with him his then employee and in-law, **OLIVER RUWOKO**, a male adult whose address in Harare is **c/o 156 THE CHASE, MOUNT PLEASANT, HARARE. Mobile Numbers 0713 209411 and 0776 990 317.** And Honourable Mr. George Chiweshe got into Dr Munyaradzi Kereke's vehicle at Highland Park Shopping Centre. At first Honourable Mr George Chiweshe appeared nervous and uncomfortable with OLIVER RUWOKO's presence, but Dr Munyaradzi Kereke eased his worries by stating that OLIVER RUWOKO was Dr Kereke's very professional manager and was Kereke's in-law and was very trustworthy.
- 3.22 Then Honourable Mr George Chiweshe stated that he had been sent by his 2 colleagues, Honourable Justices Mr UCHENA and Mr KUDYA to get some urgent cash from Kereke for an unspecified emergency. It was a very awkward moment which bordered on blackmail and extortion.

- 3.23 At that point Dr Munyaradzi Kereke felt a heavy burden of duress and knowing the sword that the 3 Honourable Justices had drawn on Kereke's heart (the appeal they were seized with), Kereke resigned from principles and begrudgingly emptied the US\$4,000 (four thousand United States dollars) that was in his pocket and handed the cash to Honourable Justice George Chiweshe who, instead of saying "thank you" grumbled that it was too little but nevertheless took the cash.
- 3.24 Because Dr Munyaradzi Kereke was increasingly agitated and had grown very frustrated and uncomfortable at the gross misconduct of the 3 Honourable Justices of Appeal, he then asked OLIVER RUWOKO and Honourable Justice George Chiweshe to exchange mobile phone numbers which they did. Kereke then advised Honourable Justice George Chiweshe that he could relay any communications if need be via OLIVER RUWOKO. They exchanged phone numbers and Honourable Justice George Chiweshe went out of the car and drove off.
- 3.25 From that point on the 3 Honourable Justices, through Honourable Justice George Chiweshe pestered OLIVER RUWOKO asking him to get cash from Kereke on behalf of the Honourable Justices of Appeal.
- 3.26 Then on a date I cannot recollect, early 2023, OLIVER RUWOKO advised Dr Munyaradzi Kereke that Honourable Justice George Chiweshe had called that afternoon and wanted an urgent meeting with Dr Kereke at Highland Park Shops at around 7:30 pm that very same day.
- 3.27 It appeared there was no easy way out of this repeated rent-seeking extractive loop by the Supreme Court Justices, and with a very sad and heavy heart, Dr Munyaradzi Kereke obliged and attended the meeting with OLIVER RUWOKO at Highland Park Shops at around 7:30 pm. As usual, Honourable Justice of Appeal Mr George Chiweshe stated that his colleagues continued to pile pressure for Kereke to pay some more money.
- 3.28 When Kereke asked how much exactly was needed by the 3 and what all this money was for, Honourable Justice George Chiweshe stated that the 3 Honourable Justices of Appeal wanted to soon go on

retirement, and they were asking for Kereke to do the following before they could finalise the judgement to clear Kereke of the wrongful rape charge - the appeal had long been heard and judgement was reserved for eventually 3 long years against Supreme Court Rules which stipulate swift decision-making, especially on criminal appeal cases:

THE DEMANDS ON KEREKE BY THE 3 HONOURABLE JUSTICES OF APPEAL

(a) They demanded that Kereke was to peg and equip for the 3 Supreme Court Justices a thriving gold mine, to be registered in their Special Purpose Vehicle (SPV) shelf-company which they had incorporated late 2022 for that purpose.

(b) They demanded that Kereke was to pay a final once-off cash amount of US\$20,000.00 (twenty thousand United States dollars) for each of the 3 Judges of Appeal.

3.29 Right away in that meeting, Honourable Justice George Chiweshe handed to Dr Munyaradzi Kereke certified copies of the SPV shelf company into which the gold mine was to be registered and equipped on behalf of the 3 Honourable justices of appeal.

3.30 The photo copies which Honourable Mr George Chiweshe handed to Kereke where certified by Commissioner of Oaths on the 23rd of February 2023, **by ZRP PROTECTION UNIT OFFICER IN CHARGE at OLD PARLIAMENT BUILDING (right at the SUPREME COURT OFFICES, the exact address of the 3 Honourable Supreme Court Justices on whom this report is being made).**

3.31 **IN ORDER TO PROTECT AND PRESERVE FINGERPRINT EVIDENCE, DR MUNYARADZI KEREKE HAS RETAINED CUSTODY OF THE ORIGINAL PAPERS WHICH JUSTICE GEORGE CHIWESHE PERSONALLY HANDLED WITH HIS HANDS AND GAVE TO DR KEREKE THAT EVENING. THIS PRIMARY EVIDENCE IS AVAILABLE TO ASSIST INVESTIGATIONS AT THE TIME THIS MAY BE NEEDED.**

- 3.32 **ANNEXURE "A"** is the copy of the Company Registration documents of the SPV Shelf Company for the 3 Supreme Court Justices which Honourable Justice George Chiweshe handed to Dr Munyaradzi Kereke at Highland Park Shops in Dr Munyaradzi Kereke's car in the presence of OLIVER RUWOKO.

PARTICULARS OF THE COMPANY

(a) **NAME:** FLICKSTONE INVESTMENTS (PRIVATE) LIMITED

(b) **REG NO:** 21063/2022

(c) **DATE OF REGISTRATION:** 3RD OF OCTOBER 2022

(d) **DIRECTORS:**

- **RUWIMBO BERNADETT VAMBE; NATIONAL ID: 63-1274616-K-15; ADDRESS: UNIT 53 DIAMOND VILLAS, 12 St ANDREWS ROAD, HATFILED, HARARE. APPOINTED ON 2 FEBRUARY 2023,**
- **VIMBIKAI TANYARADZWA MUGAVAZI; NATIONAL ID: 63-1484974-K-71; ADDRESS: 4 TARLINGTON ROAD, MARLBOROUGH, HARARE.**

(e) **SECRETARIES:** MUNERI SECRETARIAL SERVICES (PRIVATE) LIMITED, Pockets Building, 50 Jason Moyo, 2nd Floor, Suite 208 & 209 Harare.

- 3.33 Having received the company documents, and realising that the 3 Supreme Court Justices' demands were unlawful, but realising the precarious need to avoid painful reprisals by the Supreme Court bench dealing with the appeal, Dr Munyaradzi Kereke kept quiet and did not give any definitive commitment as to when the gold mine was going to be registered and equipped, let alone the funding of the demanded US\$20,000.00 cash pay outs per each of the 3 Supreme Court Justices of Appeal.

- 3.34 The nagging phone calls from Honourable Justice George Chiweshe kept on coming and at one point Honourable Justice George Chiweshe had to find Kereke's wife's mobile number from OLIVER RUWOKO after Kereke's phone had been continuously off, and the Honourable Justice of

Appeal reached Kereke on Kereke's wife's mobile phones demanding the gold mine and the cash.

3.35 On occasions when Honourable Justice George Chiweshe could not get through OLIVER RUWOKO during 2023, he directly contacted Dr Munyaradzi Kereke via Kereke's then mobile number 0775 150 680, each time making the brazen extractive demands.

3.36 Then mid-2023, Honourable Justice George Chiweshe approached Dr Munyaradzi Kereke, soliciting that Dr Kereke buys Honourable Justice Chiweshe's Glen Lorne house. This approach was also repeated by the Honourable Justice to Dr Kereke via OLIVER RUWOKO.

3.37 Dr Munyaradzi Kereke, felt that it had become necessary to take the bull by the horns, and that enough was enough of the blackmail and extortion, and openly refused to yield to all the demands by the Supreme Court Justices which demands repeatedly came via Honourable Justice George Chiweshe who stated that he was speaking for all the 3 Honourable Justices of Appeal who were seized with Kereke's appeal.

3.38 Dr Munyaradzi Kereke then went to meet with his then Legal Counsel Professor Lovemore Madhuku late 2023 in his office at the University of Zimbabwe and confided in him the ordeal of the repeated demands for bribes by the Honourable Supreme Court Justices of Appeal.

3.39 Dr Munyaradzi Kereke then instructed Professor Madhuku to make a formal complaint with the Judicial Service Commission about the matter. But for what was clearly fear by Professor Madhuku that he was going to directly antagonise the 3 Honourable Justices of Appeal, and thereby soil court-room relations, Professor Madhuku declined to carry out Dr Kereke's instruction. This became a major departure point which resulted in Dr Munyaradzi Kereke formally terminating Professor Lovemore Madhuku's agency to represent Kereke and his company Briward Trading (Private) Limited.

HISTORICAL GROSS MISCONDUCT BY HONOURABLE JUSTICE GEORGE CHIWESHE ON DR MUNYARADZI KEREKE'S AFFAIRS

3.40 It is common cause that prior to his appointment to the Supreme Court Bench, Justice George Chiweshe was for a long time the Judge President at the High Court of Zimbabwe.

3.41 In what was clearly a case of a Judge President bending the rules of court to victimise Dr Munyaradzi Kereke for political reasons, the then Judge President directly did the following on Kereke:

(a) The then Judge President Honourable Mr George Chiweshe, personally frustrated and blocked the hearing of Kereke's bail application at the High Court for over 13 months, even though bail cases are by law urgent matters which ought to be determined promptly within days. Kereke applied for bail pending appeal under application Case Number B1025/16 at the High Court of Zimbabwe. On the 6th of March 2018, Kereke had duly filed his replication papers on the Bail application and the next day, the 7th of March 2018, had written the High Court requesting that the bail hearing be set-down per the rules of court. THIS REQUEST FOR SET-DOWN OF THE BAIL APPLICATION WAS FLATLY IGNORED WITH IMPUNITY FOR OVER 13 MONTHS (OVER ONE YEAR AND ONE MONTH), DESPITE MONTHLY AND SOMETIMES WEEKLY FOLLOWUPS WITH HONOURABLE JUSTICE GEORGE CHIWESHE AS THE THEN JUDGE PRESIDENT OF THE HIGH COURT. DIRECTLY AND REPEATEDLY, HONOURABLE JUSTICE GEORGE CHIWESHE PROMISED TO HAVE THE MATTER SET-DOWN **BUT THE BAIL APPLICATION WAS NOT HEARD IN OVER 13 MONTHS.** THIS WAS GROSS VIOLATION OF KEREKE'S CONSTITUTIONAL RIGHT TO EQUAL PROTECTION AND BENEFIT OF THE LAW AS GUARANTEED BY SECTION 56 (1) OF ZIMBABWE'S CONSTITUTION, AS WELL AS HIS RIGHT TO ADMINISTRATIVE JUSTICE AS GUARANTEED BY SECTION 68 (1) OF THE CONSTITUTION. SEE ANNEXURE "B" BEING KEREKE'S LETTER OF REQUEST FOR SETDOWN OF THE BAIL APPLICATION B1025/16 WHICH WAS SENT DIRECTLY TO THE JUDGE PRESIDENT UPON DELIVERY OF SAME TO THE REGISTRAR.

(b) DR MUNYARADZI KEREKE'S APPEAL AT THE HIGH COURT UNDER CASE NUMBER CA 504/16 WAS HEARD ON THE 10TH OF APRIL 2018, BUT JUDGEMENT WAS RESERVED FOR OVER A YEAR. REPEATED FOLLOWUPS WITH THE HONOURABLE MR GEORGE CHIWESHE WERE IGNORED OR AT BEST JUSTICE CHIWESHE WOULD GIVE CURT RESPONSES THAT "WE SHALL REVERT TO YOU SHORTLY". SEE ANNEXURES "C-SERIES" FOR THE EXCHANGES OF CORRESPONDENCE ON THIS.

(c) ACTING COMPLETELY UNLAWFULLY, HONOURABLE JUSTICE GEORGE CHIWESHE WORMED HIS WAY INTO DR MUNYARADZI KEREKE'S FAMILY AND ROUTINELY SUMMONED KEREKE'S 2 WIVES TO HIS OFFICES AT THE HIGH COURT AT HARARE WHILST KEREKE LANGUISHED IN PRISON. KEREKE'S WIFE PATIENCE TARUVINGA MUSWAPADARE ATTENDED TO JUSTICE GEORGE CHIWESHE'S BIZZAIRE INVITATIONS ON SEVERAL OCCASIONS AND EVENTUALLY DR MUNYARADZI KEREKE ASSIGNED ONE WADZANAI MANHANGA, DIRECTOR, AT THE AFRICAN LEGACY MOBILE 0775 171 391; EMAIL: director@tal.co.zw TO ACCOMPANY DR KEREKE'S WIFE TO GET TO THE BOTTOM OF WHY HONOURABLE JUSTICE GEORGE CHIWESHE WAS ALWAYS SUMMONING KEREKE'S WIFE TO HIS OFFICE FOR EXTENDED TIME-FRAMES LOCKED BEHIND DOORS. MUNYARADZI KEREKE'S WIFE PATIENCE IS REACHABLE ON **0783 591 220**. PATIENCE'S EXPLANATION TO HER HUSBAND DR KEREKE WAS THAT HONOURABLE JUSTICE CHIWESHE WOULD CALL HER INTO HIS OFFICE SEVERAL TIMES TO DISCUSS HOW HE WAS GOING TO GET KEREKE OUT OF PRISON. ALL OF THIS DID NOT MAKE ANY SENSE AND THESE REPEATED VISITS AT THE JUDGE'S OFFICES EVENTUALLY BROKE KEREKE'S MARRIAGE WITH PATIENCE DESPITE THE MARRIAGE HAVING 3 BEAUTIFUL CHILDREN. HONOURABLE JUSTICE CHIWESHE HAS NEVER TENDERED ANY APOLOGIES AND HAS NOT BEEN HELD ACCOUNTABLE.

(d) IN YET ANOTHER ACT OF CRIMINAL ABUSE OF OFFICE, HONOURABLE JUSTICE CHIWESHE REPEATEDLY SUMMONED ISABEL CHIRAPURA, THEN KEREKE'S SECOND WIFE (MAI KIARA KEREKE) TO HIS HIGH COURT OFFICES AT HARARE, AND HE WOULD ALLEGEDLY OFFER ISABEL WHISKY AND OTHER ILLICIT DRINKS WELL INTO THE NIGHT AT

TIMES DURING THOSE UNETHICAL SUMMONINGS. AND ISABEL WOULD REPEATEDLY ATTEND THESE STRANGE MEETINGS BELIEVING THE THEN JUDGE PRESIDENT'S ALLURE THAT HE WANTED TO FREE KEREKE FROM PRISON. HONOURABLE JUSTICE GEORGE CHIWESHE WOULD REPEATEDLY CALL AND SMS ISABEL ON HER MOBILE NUMBER **0772 458 260** FROM HIS ECONET LINE **+263 772 176 405**. THE WOMEN WERE VULNERABLE AND DID ALL THEY WERE ASKED TO DO BY HONOURABLE JUSTICE GEORGE CHIWESHE HOPING THAT ALL OF THIS WAS GOING TO LEAD TO JUSTICE ON THEIR HUSBAND. PERSISTENCE BY HONOURABLE JUSTICE GEORGE CHIWESHE ON ISABEL EVENTUALLY STRAINED THE MARRIAGE WHEN THEIR INTIMATE BOND BECAME APPARENT KEREKE AND THE MARRIAGE COLLAPSED. BECAUSE KEREKE WAS DEALING WITH A VERY DELICATE SITUATION WHILST LANGUISHING IN PRISON, AND FACED WITH THE REALITY THAT THE THEN FIRST FAMILY (MUGABE AND CO.) HAD DRAWN SWORDS AGAINST HIM, ALL THAT KEREKE COULD DO WAS TO TAKE IN THE DEEP PAIN AND REMAINED PATIENT IN ENDURANCE KEEPING QUIET AWAITING FREEDOM DAY. SEVERAL ATTEMPTS TO POISON AND KILL KEREKE IN PRISON FAILED. AND I THANK GOD FOR THIS. GOD IS GREAT.

- (e) IN A CRUEL, GROSSLY CRIMINAL DRILL WHICH WAS MEANT TO FRUSTRATE MUNYARADZI KEREKE'S FREEDOM BID THROUGH ESCALATION OF A FRESH APPEAL AND BAIL APPLICATION TO THE SUPREME COURT HONOURABLE JUSTICE GEORGE CHIWESHE OCHESTRATED THE ILLEGAL EXTRACTION OF MUNYARADZI KEREKE'S PASSPORT NUMBER BN600335 FROM KEREKE'S HOUSE AND HAD IT ILLEGALLY INFORMALLY LOCKED UP AT THE HIGH COURT AT HARARE, EVEN SO WITHOUT ANY ORDER OF THE COURT OR ANY LEGAL BASIS FOR SUCH A BRAZEN ACT. THE IDEA WAS TO PARALISE KEREKE'S FREEDOM WHEN THE SUPREME COURT WOULD HAVE ASKED FOR HIM TO SURRENDER HIS PASSPORT AS A BAIL CONDITION. REALISING THAT KEREKE AND HIS FAMILY WERE POISED TO REPORT THE MATTER TO THE ANTI-CORRUPTION COMMISSION, AND IN A HASTE, JUSTICE GERORGE CHIWESHE DIRECTED IMMEDIATE RELEASE OF KEREKE'S PASSPORT BACK TO HIS FAMILY, BUT THE HIGH COURT OFFICIALS WHO HAD BEEN MADE TO ILLEGALLY DETAIN KEREKE'S PASSPORT

INADVERTENTLY RELEASED THE PASSPORT IN ERROR TO KEREKE'S FORMER LAWYERS WHOSE AGENCY HAD LONG BEEN TERMINATED. THESE LAWYERS MUTANDIRO CHITSANGA CHITIMA ATTORNEYS THEN BROUGHT THE PASSPORT TO KEREKE AT HARARE CENTRAL PRISON STATING THE FACT THAT IT WAS COMING FROM THE HIGH COURT. ON 31 JULY 2019, KEREKE WROTE THE HIGH COURT ASKING HOW THEY HAD MANAGED TO GET POSSESSION OF KEREKE'S ORIGINAL PASSPORT WHICH ALL ALONG WAS SAFELY KEPT AT HIS HOUSE, AND THIS THEY DID WITHOUT ANY LAWFUL CAUSE, WITHOUT ANY COURT ORDER. SEE ANNEXURE "D" BEING KEREKE'S LETTER DATED 31 JULY 2019 TO THE HIGH COURT ASKING THEM HOW THEY GOT POSSESSION OF KEREKE'S ORIGINAL PASSPORT. ANNEXURE "E" IS THE EMPTY REPLY BY THE HIGH COURT AND THE HIGH COURT NEVER GOT TO EXPLAIN HOW IT ILLEGALLY TOOK POSSESSION OF KEREKE'S ORIGINAL PASSPORT FROM HIS HOUSE WITHOUT ANY COURT ORDER REQUIRING SUCH POSSESSION OF THE PASSPORT BY THE HIGH COURT. KEREKE'S FAMILY EVENTUALLY DISCLOSED THAT HONOURABLE JUSTICE GEORGE CHIWESHE HAD MISREPRESENTED THAT MUNYARADZI KEREKE'S PASSPORT WAS WANTED AT THE HIGH COURT AND OUT OF IGNORANCE, KEREKE'S FAMILY GAVE HONOURABLE JUSTICE CHIWESHE KEREKE'S PASSPORT IN THE JUDGE PRESIDENT'S OFFICE WHO THEN GAVE HIS JUNIOR OFFICERS TO ILLEGALLY LOCK IT AWAY. HONOURABLE JUSTICE GEORGE CHIWESHE HAS NOT ACCOUNTED FOR THIS CRIMINAL ACTIVITY. IT IS THE HEIGHT OF CRIMINAL ABUSE OF OFFICE FOR A SITTING JUDGE PRESIDENT TO WORM HIS WAY INTO AN APPELLANT PRISON INMATE'S SPOUSES AND UNLAWFULLY GAIN POSSESSION OF APPELLANT'S PERSONAL SECURITY TRAVEL DOCUMENTS, AS WELL AS BREAKING APPELLANT'S MARRIAGES.

- (f) WHEN KEREKE MADE A CHAMBER APPLICATION AT THE HIGH COURT FOR LEAVE TO APPEAL AT THE SUPREME COURT AFTER THE HIGH COURT HAD EVENTUALLY DISMISSED KEREKE'S APPEAL ON 29 MAY 2019, JUSTICE GEORGE CHIWESHE, YET AGAIN ABUSING HIS OFFICE AS THEN JUDGE PRESIDENT, HURRIEDLY TRANSFERRED THE LATE JUSTICE WAMAMBO, J TO MASVINGO AND ASKED HIM TO CARRY WITH HIM KEREKE'S CHAMBER APPLICATION FILE. AS A RESULT, KEREKE'S BID TO

ACCESS THE SUPREME COURT WAS BLOCKED DIRECTLY BY HONOURABLE JUSTICE GEORGE CHIWESHE. KEREKE THEN DIRECTLY APPROACHED THE SUPREME COURT WITH THE PRAYER THAT THE HIGH COURT BE COMPELLED TO ATTEND TO KEREKE'S APPLICATION FOR LEAVE TO APPEAL; AND UNDER JUDGEMENT NO. SC 89/19 THE SUPREME COURT CASTIGATED THE HIGH COURT AND GAVE A 2 WEEKS DEADLINE FOR THE HIGH COURT TO CORRECT ITS GROSS IRREGULARITY ON KEREKE. ALL KEREKE'S EFFORTS TO HAVE HONOURABLE JUSTICE GEORGE CHIWESHE TO CORRECT THE ABUSES WENT IGNORED AS IT BECAME VERY CLEAR THAT HIS PSYCHE HAD MORPHED INTO HAVING DIRECT ILLICIT PERSONAL INTERESTS IN KEEPING KEREKE LOCKED UP IN PRISON WHILST THE THEN JUDGE PRESIDENT ENJOYED GOOD TIMES WITH KEREKE'S WIVES IN THE COMFORT AND GUARDED SECURITY OF HIS HIGH COURT OFFICE AND AT TIMES THE JAUNTS WENT WELL INTO THE NIGHT AS FACTS LATER EMERGED. ANNEXURE "F" IS THE HARD-HITTING SUPREME COURT JUDGEMENT NO. SC89/19 DELIVERED BY HONOURABLE BHUNU, JA ON 7 NOVEMBER 2019 CASTIGATING THE HIGH COURT FOR ITS GROSS ABUSES ON KEREKE.

4. FURTHER CURRIOUS CONDUCT BY HONOURABLE JUSTICES MR TENDAI UCHENA AND MR SAMUEL KUDYA BETRAYING THEIR CONTINUED VINDICTIVENESS AGAINST DR MUNYARADZI KEREKE

4.1 It is common cause that DR MUNYARADZI KEREKE won judgement in the case HCHC745/23 in which the Harare Municipal Medical Aid Society (HMMAS) had refused to pay Kereke his US\$262,000.00 (two hundred and sixty-two thousand United States dollars) which was the balance the Society owed Kereke in the transaction in which Kereke had sold them his private Fortress Hospital way back in 2014. Annexure "G" is a copy of that judgement HH293/25 which was delivered by Honourable MAFUSIRE, J, on the 9th of May 2025.

4.2 In that High Court case, Kereke's lawyer Professor Lovemore Madhuku's agency had been terminated by Kereke just as trial was about to start. Kereke then requested the court's indulgence and was allowed by Honourable Justice Mafusire to self-act for himself and his company

BRIWARD TRADING (PRIVATE) LIMITED which was the 2nd Defendant in the case.

4.3 In allowing Kereke to self-act and to represent Briward Trading (Private) Limited, the High Court, through Honourable Mafusire, J, had taken the following facts into account:

(a) Munyaradzi Kereke was the sole proprietor of Briward Trading (Private) Limited, and was the company's heartbeat and sole decision-maker and was its alter ego and only authorised official to represent the Company.

(b) The Company was a small business and at start of proceedings Kereke and his company had legal representation which fell-off midstream.

4.4 The Harare Municipal Medical Aid Society (HMMAS) then appealed to the Supreme Court against the whole judgement HH293/25 under case number SC654/25 and a supreme court panel was set to hear the appeal, and that panel **did NOT initially include Honourable UCHENA and Honourable KUDYA who had earlier on handled Kereke's criminal appeal as illuminated in the foregoing.**

4.5 Then at short notice on the day of hearing of the matter, the panel hearing the HMMAS appeal was overhauled completely and then came in, Justices Honourable UCHENA and Honourable KUDYA onto the case, the very same pair who had pestered Kereke for favours, including an equipped gold mine and cash through their counterparty Honourable Justice George Chiweshe.

4.6 On the hearing of the appeal SC654/25 on the 28th of November 2025, at the Supreme Court, an order was issued setting aside the Judgement HH293/25 which Kereke had won in the case HCHC745/23 to go for re-trial back at the High Court allegedly on the preliminary point that the High Court had allegedly erred by allowing Kereke, a non-lawyer to represent his Company Briward Trading (Private) Limited at the High Court trial.

4.7 The curial Supreme Court Order was that *“In terms of S25(2) of the Supreme Court Act Chapter 7:13, the proceedings before the court a quo be and are hereby set aside with no order as to costs. The case is remitted to the court a quo for a hearing de novo before a different judge.”*

4.8 Dr Munyaradzi Kereke’s respectful view and well-meaning contention is that in the jurisdiction of Zimbabwe, it was proper that the High Court of Zimbabwe, having carefully considered the facts and points of law had exercised its lawful discretion to allow Munyaradzi Kereke to self-act and represent his Company Briward Trading (Private) Limited in the case that was before it, Case No. HCHC745/23. And on the merits, Kereke had articulated the facts and chronology of events in the Fortress Hospital Transaction in a manner that convinced the court that his version was the more believable account.

4.9 More aptly, by setting aside the whole Judgement HH293/25 and ordering that a re-trial be done back at the High Court, the panel comprising Honourable UCHENA, Honourable KUDYA and Honourable CHITAKUNYE, grossly misdirected itself by going against the precedent of case law as set by the very same Supreme Court of Zimbabwe which spells out circumstances under which non-lawyer persons can be allowed to self-act and represent their companies in the interest of justice; and Kereke’s case squarely met the exceptional requirements of the law.

THE CASE LAW...

4.10 At 48 F-G, 49 A, GUBBAY, writing for the full bench of the Supreme Court of Zimbabwe pronounced that:

“An application of this interpretive approach, with the legal consequences of the organic doctrine in mind, persuades me that the common law rule offends against section 18(9) of the Constitution, certainly to the extent that it prohibits the duly authorised organ or alter ego of a company the right to appear in the person of the company before the High Court and the Supreme Court of this country. In short, the right given ‘every person’ under this constitutional mandate includes within its reach a corporate body appearing through its alter ego. In this sense, it is that body which is

*exercising the right. This view does not undermine the rule of practice. It merely provides an exception to it. For it does not permit a company to appear before the superior courts through someone who is a mere director, servant or agent. The decision, therefore, in Law Society of Zimbabwe v Lake 1988 (1) ZLR 168 (S) still holds. Companies, which cannot be said to be the embodiment of a human body, will not qualify under section 18(9) because no human being personifies the company 'in person'. **In general, small companies should be able to avail themselves of the exception.**" (my emphasis).*

4.11 When all facts are considered, the High Court Judgement HH293/25 ought to have been upheld on the above exceptional basis.

4.12 In Sound Electrical Property (Private) Limited v Hornfriskon Investments (Private) Limited, HB 48-18, Mathonsi, J, held that:

"The position is, therefore, that a person who can show that he or she is the alter ego of the company is allowed to approach the court seeking leave to appear on behalf of such a company in superior courts. This is because in such situations the person is in effect the heartbeat of the company there being no distinction between the company and the individual."

4.13 As it happened, once the Supreme Court remitted case HCHC745/23 back to the High Court for retrial, the Harare Municipal Medical Aid Society (HMMAS) relented and had a change of heart and conceded that they owed DR MUNYARADZI KEREKE US\$60,000.00 plus US\$40,000.00 payable direct to the Zimbabwe Revenue Authority (ZIMRA) as capital gains tax (CGT) on HMMAS' purchase of Fortress Hospital from Kereke. There was no need for them to have appealed against the Judgement HH293/25 after all.

4.14 Due to the pronounced litigation fatigue that had set in on a dispute that had dated back to November 2014, Dr Munyaradzi Kereke conceded and accepted HMMAS' offer even though it drastically lowered the US\$262,000.00 valid claim which he was going to be paid through the effects of the set-aside Judgement HH293/25, and accepted the

US\$60,000.00 offered. **Actual loss of value to Kereke amounted directly to US\$102,000.00 as a result of the Supreme Court's setting aside of Judgement HH293/25 under circumstances which Kereke respectfully believe were contrary to the case law set by the same Supreme Court as articulated above.**

4.15 Kereke and HMMAS then resolved and signed an out of court Deed of Settlement on the 16th of April 2026 which is shown under Annexure "H". Annexure "I" is the High Court Order issued on the 29th of April 2026 endorsing the out of court Deed of Settlement.

4.16 **Kereke's complaint, which is being done with all due respect to the Supreme Court and Honourable Justices of Appeal, is that Honourable UCHENA, JA, and Honourable KUDYA, JA, ought to have recused themselves from hearing the Kereke – HMMAS case under SC 654/25 given the glaring points of gross misconduct under Kereke's criminal appeal which they had earlier on handled.**

4.17 **Justice must be seen to be delivered.**

5. OTHER REFLECTIVE CONTEXTUAL POINTS AND CONCLUSIONS

5.1 The deceased former President of Zimbabwe **ROBERT GRABRIEL MUGABE, his widow GRACE MUGABE and her son RUSSEL GORERAZA and their agents** caused me great harm, decreeing and bending judicial processes to unlawfully imprison me for an effective 10 years without any lawful cause.

5.2 **I had done no wrong.**

5.3 The Zimbabwe Republic Police (ZRP) fully investigated and cleared me of the alleged silly rape charge – and at that it had been fabricated that I had allegedly raped my 11-year old niece at gun-point in my own house, in the presence of my own wife, her mother, my adult brother who works for the Air Force of Zimbabwe and a lot many other people. **Passport evidence which clearly proved the blatant lies against me was swept under the carpet to ensure that I was convicted.**

5.4The Prosecutor General declined to prosecute me on the silly rape allegation because he had considered the facts and had found the case glaringly wanting on evidence for any conviction.

5.5It is a matter on the open public record that GRACE MUGABE openly condemned the late JOHANES TOMANA, then Prosecutor General for having declined to prosecute Dr Munyaradzi Kereke for want of evidence.

5.6And because then GRACE MUGABE wielded so much power even as to the daring reckless extent of challenging members of the PRESIDIMUM, she orchestrated the eventual dismissal of Johanes Tomana from the position of Prosecutor General.

5.7Yet deep in my heart, I know that I never committed any rape.

5.8Today I stand convicted of rape, and have fully served the effective prison sentence which was unjustly foisted upon me, ruining my family, the future of my children, and destroying my business interests off the original trajectory.

5.9Yet when GRACE MUGABE's own son RUSSEL GORERAZA violently smashed my expensive BMW car with an iron bar in his drunken state without any lawful cause, having strangely claimed that my car had been parked at the spot which he wanted for his own car, never mind it was at a public place in Borrowdale, it was her GRACE MUGABE who pleaded with me to drop charges on the promise that she was going to make reparations for her son's wild violent criminal behaviour. And those days, could I have said No to GRACE MUGABE's forked tongue for me to drop charges? She was so powerful. The whole State machinery seemed to have been under her footstool then.

5.10 Then on one occasion, GRACE MUGABE's son RUSSEL GORERAZA swindled some white-man who had visited Zimbabwe scouting to buy diamonds of his US\$100,000.00 (One hundred thousand United States Dollars) and the vigilant white-man had swiftly threatened to report

GRACE MUGABE's son RUSSEL to the Zimbabwe Republic Police but it was too late because the money was already squandered.

5.11 Wielding her then formidable powers across the whole national institutional matrix, GRACE MUGABE charged the late Director, President's Office Dr Tizora to command DR MUNYARADZI KEREKE and the late Lt. GENERAL S B MOYO to "without fail make sure that US\$100,000.00 was found that very same afternoon and handed to the victim white-man and that RUSSEL, GRACE's son was not to see the doorstep of police cells". Who were we to say NO to GRACE MUGABE's instructions? I was forcefully summoned to State House by Dr Tizora that same afternoon and quacking and sweating, I involuntarily let go of my hard-earned US\$43 600 (forty-three thousand six hundred United States dollars) whilst the late Lt General S.B. Moyo frantically ran around and forked out his US\$56,400.00 to make the US\$100,000.00 that was needed by GRACE MUGABE and her son RUSSEL. And, yes the victim white-man got his money and hurriedly flew out of Zimbabwe fearing for his dear life. No report was made to the ZRP against RUSSEL GORERAZA'S shameful US\$100,000.00 fraud.

5.12 Then when Dr Munyaradzi Kereke subsequently pushed RUSSEL GORERAZA to pay up the US\$43 600.00, RUSSEL turned hostile and refused to pay up.

5.13 Then Dr Munyaradzi Kereke approached the late Dr Tizora at State House who had acted as the transmission vessel of the command on Kereke and Lt General SB Moyo on behalf of GRACE MUGABE and her son RUSSEL.

5.14 And it then came to light that GRACE MUGABE and her son RUSSEL had agreed to sacrifice their close relative ALLAN MOLAI whom they tendered as the one to appear on all correspondence and High Court Civil proceedings that Kereke had vowed to institute, having realised that the prospects of RUSSEL or his mother GRACE MUGABE repaying the US\$43 600 were bleak.

- 5.15 On the 6th OF JUNE 2016, DR MUNYARADZI KEREKE won judgment against the appointed sacrificial lamb ALLAN MOLAI who was ordered by the High Court to pay Kereke (APPLICANT) the US\$43 600.00 under Order number HC 4857/16 for case Number HC 4083/16. Annexure "J", is the copy of the High Court Order issued in favour of Dr Munyaradzi Kereke by Honourable Mrs Justice MUSHORE on the 23rd of June 2016.
- 5.16 BUT that lawful court order amounted to nothing still. The Sheriff of the High Court of Zimbabwe at Harare refused to enforce it openly stating that he had stern instructions from the then Judge President of the High Court Justice George Chiweshe NOT to enforce that court order on account of "close interests on the case from Principals High Up." So it was said.
- 5.17 Yet Section 164 (3) of the Constitution of Zimbabwe provides that "An order or decision of a court binds the State and all persons and governmental institutions and agencies to which it applies. And must be obeyed by them." DESPITE KEREKE HOLDING A VALID COURT ORDER AWARDING HIM HIS US\$43 600.00 since 23 June 2016, GRACE MUGABE AND HER SON RUSSEL AND THEIR SHIELDING SURROGATE ALLAN MOLAI NEVER PAID KEREKE HIS MONEY - A CLASSICAL CASE OF SOME PEOPLE FLOATING ABOVE THE LAW WITH IMPUNITY.
- 5.18 The High Court Order against GRACE's son RUSSEL through his surrogate ALLAN MOLAI was pronounced on the 23RD OF JUNE 2016; AND IN EXACTLY 17 DAYS FROM THAT DATE, DR MUNYARADZI KEREKE WAS ON THE 11TH OF JULY 2016 BRUTALLY THROWN INTO ZIMBABWE'S CHIKURUBI MAXIMUM SECURITY PRISON ON A FOISTED SENTENCE OF 14 YEARS, 4 OF WHICH WERE SUSPENDED BY THE COURT, LEAVING AN EFFECTIVE 10 YEARS THAT HE HAD TO SERVE BEHIND BARS.
- 5.19 HARD PROVEN FACTS DO NOT LIE. WHILST LANGUISHING IN PRISON, AND SEEKING TO FEND FOR HIS STRANDED LARGE FAMILY, DR MUNYARADZI KEREKE DECIDED TO TAKE THE BULL BY THE HORNS AND ON THE 8TH OF OCTOBER 2018, KEREKE DIRECTLY CONFRONTED THE LATE MUGABE AND HIS WIFE GRACE OVER THE US\$43 600 THROUGH A LETTER FROM KEREKE'S LAWYERS WHICH WAS DELIVERED AT THE

MUGABE HARARE BLUE-ROOF PALACE. THE LONG AND SHORT OF THE REPLY TO KEREKE BY THE MUGABES WAS "KEREKE NGAAFIRE KUJERI IKOKO". (Kereke must die there in prison). ANNEXURE "K" SHOWS A COPY OF THE LETTER DELIVERED TO MUGABE AT BLUE ROOF ON THE 8TH OF OCTOBER 2018. NO PENNY WAS PAID TO KEREKE BY THE MUGABE FAMILY. THE HIGH COURT ORDER MEANT NOTHING TO THEM.

5.20 THAT SAME JUNE 2016, DR MUNYARADZI KEREKE AND THE LATE SHUVAI MAHOFA HAD BEEN TASKED BY THE LATE PRESIDENT MUGABE AND THE PANEL OF ALL MEMBERS OF PARLIAMENT FOR MASVINGO PROVINCE AT THE CHIREDDI WITCH-HUNT INDABA DURING WHICH THE THEN G40 FORMATION HAD ALLEGED TO MUGABE THAT THE CURRENT PRESIDENT, HIS EXCELLENCY THE PRESIDENT OF ZIMBABWE CDE DR E.D. NMANGAGWA WAS ALLEGEDLY FORCIBLY TAKING MONEY FROM SUGAR PRODUCERS IN CHIREDDI TO FUND AN ALLEGED REGIME CHANGE AGENDA. WE WERE GIVEN ONE WEEK TO PRODUCE THE DETAILED REPORT OF FINDINGS. DR MUNYARADZI KEREKE PRESENTED THOSE FINDINGS TO THE LATE MUGABE AT STATE HOUSE IN JUNE 2016, IN THE PRESENCE OF ALL MEMBERS OF PARLIAMENT FOR MASVINGO PROVINCE, AND THE SECURITY APARATUS AND **THIS REPORT TOTALLY CLEARED HIS EXCELLENCY CDE DR E.D. MNANGAGWA OF ANY WRONG DOING.** INSTEAD, FACTS WERE PRESENTED IN THE REPORT, COMPLETE WITH ALL THE ATTENDANT ORIGINAL RECEIPTS, THAT A VERY POWERFUL LADY CLOSE TO THE LATE MUGABE WAS THE ONE WHO HAD FORCIBLY COMMANDEERED HUGE SUMS OF MONEY FROM SUGAR PRODUCERS INTO HER JUBILEE ACCOUNT AT A LOCAL BANK FOR HER OWN PERSONAL USE. **THIS CREATED MORE FIRE FOR DR MUNYARADZI KEREKE AND CDE SHUVAI MAHOFA. CDE SHUVAI MAHOFA WAS POISONED TO DEATH. AS FOR KEREKE, THE REST IS HISTORY. DR KEREKE WAS SHUNTED INTO PRISON AND SERVED THE FULL PRISON TERM.**

5.21 THE QUESTIONS NOW ARE, **THOSE WHO ACTED AS INSTRUMENTS OF AGRESSION ON BEHALF OF YESTER-YEAR self-anointed gods IN OUR MIDST, CAN THEY BE ALLOWED TO CONTINUE ABUSING THEIR JUDICIAL OFFICES WITHOUT CONSEQUENCE? ARE THEY FIT TO REMAIN IN OFFICE IN OUR HALLS OF JUSTICE? AND DO EXTANT COURT ORDERS REMAIN HELD IN CONTEMPT?**

5.22 ZIMBABWE IS A CONSTITUTIONAL DEMOCRACY THAT IS GOVERNED BY THE RULE OF LAW AND THERE IS NO ONE ABOVE THE LAW. THE THREE HONOURABLE SUPREME COURT JUSTICES CALLED OUT IN THIS REPORT ARE NOT ABOVE THE LAW. IF THEY ARE WISE, THEY MUST ALL RESIGN SO AS TO SALVAGE THEIR RESIDUAL DIGNITY.

5.23 THE GROSS MISCONDUCT OF THE JUSTICES OF APPEAL HON. CHIWESHE, HON UCHENA AND HON. KUDYA OF THE SUPREME COURT OUGHT TO BE FULLY EXPOSED TO THE DICTATES OF THE LAW.

5.24 THEY MUST FACE THE DUE PROCESS OF THE LAW WITHOUT FEAR OR FAVOUR.

5.25 COURT ORDERS OF THE LAND BIND EVERY ONE, NATURAL OR JURISTIC AND THEY MUST BE ENFORCED.

5.26 THE SICKENING PERSECUTION OF DR MUNYARADZI KEREKE, ANCHORED ON A SHAM PRIVATE PROSECUTION CASE WHERE THE LAWYER FOR THE PRIVATE PROSECUTOR HIMSELF MR CHARLES WARARA STOOD ACCUSED OF ABUSING THE VERY SAME MINOR CHILDREN HE PURPORTED TO REPRESENT MUST BE THE LAST SUCH ABUSE AS TO BE ALLOWED TO HAUNT A FELLOW HUMAN BEING IN THE ENTIRE FUTURE HORIZON OF OUR REPUBLIC. ANNEXURE "L" IS A COMPREHENSIVE LETTER TO THE LAW SOCIETY OF ZIMBABWE DATED 22 AUGUST 2012 BY JAMES MAKIYA LEGAL PRACTITIONERS WHO THEN REPRESENTED THE LATE MR MUSWAPADARE TARUINGA AND MRS ANNA MUSWAPADARE TARUINGA, THE PATERNAL GRANDPARENTS OF THE THEN MINOR GIRL CHILDREN NICOLE TARUINGA AND TINASHE TARUINGA, PROTESTING AGAINST THE ALLEGED ABUSES ON THE GIRL CHILDREN BY MR CHARLES WARARA WHO UNASHAMADLY DID NOT RECUSE HIMSELF FROM THE KEREKE CASE IN WHICH HE PULLED ALL STRINGS TO FORCEFULLY SELF-CLEANSE AGAINST THE ALLEGATIONS HE FACED OF ABUSING THE VERY SAME MINOR CHILDREN HE PURPORTED TO REPRESENT.

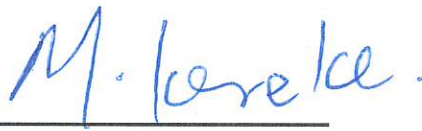
5.27 BY NOT RECUSING HIMSELF FROM THE KEREKE PRIVATE PROSECUTION CASE ON ACCOUNT OF EXTANT ALLEGATIONS AGAINST

HIM CONCERNING THE VERY SAME GIRL CHILDREN, CHARLES WARARA RENDERED THE ENTIRE KEREKE PRIVATE PROSECUTION TRIAL A VOIDABLE NULLITY. HE WAS AN INTERESTED PARTY. HE HAD FIRST TO ANSWER THE ALLEGATIONS HE FACED AS REPORTED BY THE GRANDPARENTS OF THE THEN MINOR CHILDREN. HE OUGHT TO HAVE CLEARED HIMSELF FIRST.

5.28 JUSTICE IN OUR LAND MUST BE FOR ALL.

DATED AT HARARE THIS 18TH DAY OF JUNE 2026.

SIGNED BY ME, UNDER MY HAND



DR MUNYARADZI KEREKE

INDEX OF ANNEXURES

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THE END

26
ORIGINAL COPY

Receipt No. 91472580

\$600

060560

No. 21063/2022



ZIMBABWE



Certificate of Incorporation

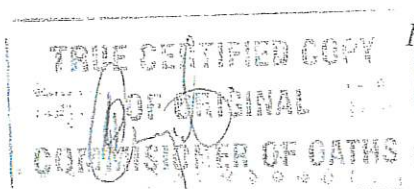
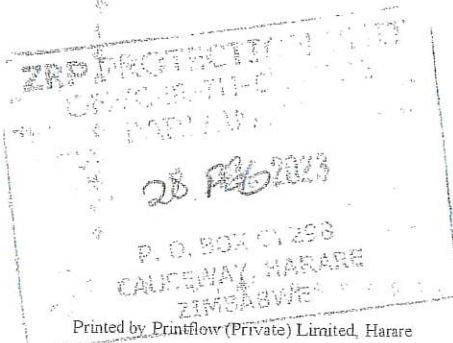
I hereby certify that **FLICKSTONE INVESTMENTS (PRIVATE) LIMITED**

is this day incorporated under the Companies Act [Chapter 24:03] and that the Company is Limited.

HARARE

Given under my Hand and Seal at

this 3RD day of OCTOBER, 2022



Registrar of Companies

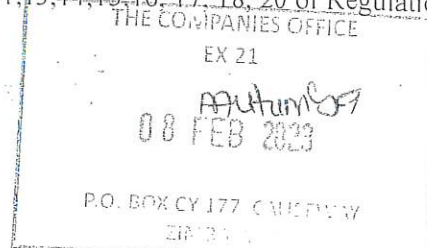
27

ZIMBABWE

Form No. C.R. 6

Sections 217 and 241 of Act
Sections 10, 11, 13, 14, 15, 16, 17, 18, 20 of Regulations

No of Entity: 21063/2022



COMPANIES AND OTHER BUSINESS ENTITIES ACT [CHAPTER 24:31]

PARTICULARS (A) OF REGISTER OF DIRECTOR AND SECRETARIES
AND OF ANY CHANGES THEREIN

OR

A LIST (A) OF DIRECTORS AND PRINCIPAL OFFICER OF A FOREIGN COMPANY

Name of Entity: **FLICKSTONE INVESTMENTS (PRIVATE) LIMITED**

To the Registrar of Companies,

HARARE

Presented for filing by:

Numeri Secretarial Services
Pockets Building,
50 Jason Moyo Avenue,
2nd Floor Suite 208 & 209,
Harare
Zimbabwe
info@numeri.co.zw
www.numeri.co.zw



91527589

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PARTICULARS (A) OF DIRECTORS FLICKSTONE INVESTMENTS (PRIVATE) LIMITED			AND ANY CHANGES THEREIN		AND SECRETARY/PRINCIPAL OFFICER FLICKSTONE INVESTMENTS (PRIVATE) LIMITED	
1. Date of Appointment (a)	2. Present forenames and Surnames (state any former forenames and surnames in brackets after existing names) (b)	3. National Identification Number/ Passport Number and Nationality (c)	4. Full Residential or Business Address and Postal Address (c)	5. Particulars of other Directorship (f)	6. Nature of Change (g) and Date of Change (h) (state in brackets after nature of change the Date the company was notified of change) (g)	
03/10/2022	Iakudzwa Neville Sadziwa	63-1401938 D 50 Zimbabwean	Hungwe House, 69 Jason Moyo, 1 ST Floor, North Wing, Harare	Nil	Resigned (02/02/2023)	
03/10/2022	Margaret Mutali	63-1450346 W 63 Zimbabwean	Hungwe House, 69 Jason Moyo, 1 ST Floor, North Wing, Harare	Nil	Resigned (02/02/2023)	
02/02/2023	Ruvimbo Bernadett Vambe	63-1274616 K 15 Zimbabwean	Unit 53 Diamond Villas, 12 St. Andrews Road, Hatfield, Harare	Nil	New Appointment (02/02/2023)	
02/02/2023	Wimbikai Tanyaradzwa Mugavazi	63-1484974 K 71 Zimbabwean	4 Tarlington Road, Marlborough, Harare	Nil	New Appointment (02/02/2023)	
03/10/2022	Secretaries (d) Principal Officer (e) Numeri Secretarial Services (Private) Limited		Pockets Building, 50 Jason Moyo, 2 ND Floor, Suite 208 & 209, Harare	Nil	Change of Address (02/02/2023)	

Notes:

- a) A complete list of the existing directors should always be given.
b) This date should always be shown, whether or not it is in respect of an old or new appointment.
c) Particulars of Directors, Secretaries or Principal Officers.
d) National identity number or passport number must be shown in this column.
e) In the case of a foreign company, if the director is a corporate body, its name and the situation of its principal office must be shown.
f) In the case of the secretary being a corporate body, the name and the situation of its registered office must be given.
g) In the case of the principal officer being a corporate body or partnership, the corporate or partnership name must be shown, and, if it is a partnership, all the names of the partners must be given.
h) In the case of an individual, if he is a director of any other company registered in this country, the name of every such company must be entered. This applies only in respect of new appointees.
i) State "Resigned", "Retired", "Died", or as the case may be. In the case of a new appointment since the last list was filed, it must be stated here in whose place or whether additional.
j) Give the date of the occurrence referred to in the previous column. Both columns 8 and 9 must be completed in the event of a change.
k) This is regarded as the effective date of the entry in the register

TRUE CERTIFIED COPY
OF ORIGINAL
COMMISSIONER OF OATHS

ZRP PROTECTION UNIT
OFFICER-IN-CHARGE
PARLIAMENT
20 FEB 2023
P.O. BOX C7238
CAUSEWAY, HARARE
ZIMBABWE

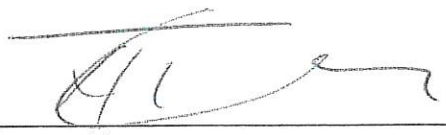
Secretary/DIRECTOR/Principal Officer
Dated at this 2ND Day of FEBRUARY 2023

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21063/2022

COMPANIES AND OTHER BUSINESS ENTITIES ACT (CHAPTER) 24:31
MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
FLICKSTONE INVESTMENTS (PRIVATE) LIMITED

Prepared by: -
Numeri Secretarial Services
Hungwe House,
69 Jason Moyo Avenue,
First Floor, North Wing,
Harare,
Zimbabwe
info@numeri.co.zw
www.numeri.co.zw




Prepared by:
Talent Nhamo Chigarira (CIS, PAAB)



COMPANIES AND OTHER BUSINESS ENTITIES ACT (CHAPTER) 24:31

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

FLICKSTONE INVESTMENTS (PRIVATE) LIMITED

1. The name of the Company is: **FLICKSTONE INVESTMENTS (PRIVATE) LIMITED**

2. The Registered office of the Company shall be situated in **ZIMBABWE**.

3. The objects for which the Company is establish are:

Ai. To carry on the business of an investment company in all its branches and to acquire by purchase, subscription, lease, concession, grant, license or otherwise such businesses, companies, firms, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stocks, warrants, notes, loans, currencies, bonds, syndicates or interests in syndicates obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company may deem fit and generally to hold, manage, administer, control, co-ordinate, develop, lease, sell or dispose of the same whether directly or indirectly controlled by the company and to vary any of the investments of the company;

iii/...

FLICKSTONE INVESTMENTS (PRIVATE) LIMITED

B. Matters which are necessary for furtherance of the objects specified in Clause 3. (A) are: -

- i. To purchase or otherwise acquire and hold on, invest, trade, deal in, mortgage, pledge, assign, sell, transfer or otherwise dispose of any goods, wares, merchandise and all movable property for carrying out business of the Company.
- ii. To purchase or otherwise acquire, assemble, install, construct, alter, equip, repair, remodel, maintain, enlarge, operate, work, manage, control, hold, own, lease, rent, charter, mortgage, sell, convey or otherwise dispose of any buildings and structures, telephones and other communication facilities, data processing system and facilities, machinery, apparatus, instruments, fixtures and appliances in so far as the same may appertain to or be useful in the conduct of the business of the Company.
- iii. To purchase charter, hire, build or otherwise acquire any vehicles, vessels or craft of every description and to hold, own or work such vehicles, vessels or crafts for business of the Company.
- iv. To pay for any rights or property acquired by the Company and to remunerate any person or company whether by cash payment or by allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
- v. To apply for purchase or otherwise acquire and protect and renew in any part of the world any patent rights, brevets of de 'invention, trademarks, designs, licenses, concessions and the like, conferring any exclusive or non-exclusive or limited rights to their use, or any secret or other information as to any invention or research which may seem capable of being used for any of the purposes of the Company or calculated directly or indirectly to benefit the Company and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, right, or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights and without prejudice to the generality of the above, any contracts, monopolies or concessions for or in relation to the supply and sale of any minerals, metals, products or other substances, materials, articles or things or lot in relation to the construction, execution, carrying out, improvement, management, administration or control of any works and conveniences, required for the purpose of carrying out any of the aforesaid business and to undertake, execute, carry out, dispose of or otherwise turn to account such contracts, monopolies or concessions.
- vi. To acquire from any person, firm, institution or body corporate, whether in Zimbabwe or elsewhere technical information, know-how, process engineering, manufacturing and operating data, plans, layout and blue prints useful for the design, erection, operation of plant and machinery required for any of the business of the company and to acquire any grant or license and other rights and benefits.
- vii. To enter into any arrangements with any Governments or any authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's objects and to apply for, promote and obtain by any Act of any legislature, charter, rights, powers, privileges, concessions, grants, decrees, provisional orders, licenses or authorizations of Government Central or State, or any relevant authorities or any private party for enabling the Company to carry any of its objects into effect or for any purposes which may seem expedient and to oppose any proceedings or applications which may seem calculated to prejudice the interests of the Company.

viii./...

- viii. To act as and to carry on the business of Stock and Share Brokers, Sub-Brokers, Jobbers, Dealers, Invertors and for such purpose obtain dealership/membership of Stock Exchanges and to act as and carry on the business of Market Makers, Sponsors, Underwriters, Sub Underwriters, Agents and Brokers for subscribing to and for the sale and purchase of securities, stock, bonds, units or certificates or other financial instruments or obligations of any body corporate, authority whether central, state or local, undertaking whether public or private and provisional documents relating thereto and to arrange and sponsor public and private issues or placement of shares and securities and bought out deals.
- ix. To enter into arrangements with companies, firms and persons for promoting and increasing the manufacture, sale, purchase and maintenance of goods, articles or commodities of all and every kind and descriptions, either by buying, selling, letting on hire, hire purchase or easy payments system or by financing or assisting such other companies, firms or persons to do all or any of such last mentioned acts, transactions and things and in such manner as may be necessary or expedient and in connection with or for any of these purposes to enter into agreements, lend money, give guarantee or security or otherwise finance or assist all or such purposes on such terms and in such manner as may be desirable.
- x. To advance, deposit or lend money, securities and property with or without security as may be thought proper to such persons, companies, corporations or firms and on such terms as may seem expedient and in particular to customers and others having dealings with the company and to release or discharge any debt or obligation owing to the Company.
- xi. Subject to the provisions of the Companies and Other Business Entities Act (Chapter 24:31) to receive money or deposit or loan and borrow any money in such manner and with or without allowance of interest thereupon as the Company shall deem and in particular by the issue of debentures stock (perpetual or otherwise and convertible into shares of this or any other company or not) and to secure the repayment of any money borrowed, raised, received or owing by mortgage, pledge, charge or lien upon all or any of the property or assets of the Company (both present and future) and also by similar mortgage, charge, pledge or lien to secure the guarantee the performance by the Company or any other person, Company, firm or body Corporate of any obligation undertaken by the Company or any other person, Company, firm or body corporate as the case may be and to give the lenders or creditors the powers of sale and other powers as may seem expedient, provided however that the Company shall not do any banking business as defined in Banking Regulations and money circulation business etc.
- xii. 12. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange promissory notes, cheques, hundies, bills of lading, shipping documents, warrants, debentures and other negotiable or transferable instruments.
- xiii. To guarantee the performance of any contract or payment of money secured by or payable under or in respect of bonds, debentures, debenture stock, contracts, mortgages, charges, obligations and other securities of any Company or of any authority, Central, State, Municipal, local or otherwise or of any person, whomsoever, whether incorporated or not and generally to transact all kinds of guarantee business and to further transact all kinds of trust and agency business for attainment of the objects of the Company.

xiv./...

(4)

- xiv. To invest any moneys of the Company not for the time being required for any of the purposes of the Company in such manner as may be thought proper and to hold, sell or otherwise deal with such investments.
- xv. To improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- xvi. Subject to the provisions of the Companies and Other Business Entities Act (24:31), to lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or parts of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share or interest thereon in such manner and for such consideration as the Company may think it.
- xvii. To establish, or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the undertakings, business, rights, liberties and properties of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures, or other securities of any such other company or companies and to subsidise or otherwise assist any such company or companies either out of its own funds or out of funds that it might borrow by issue of debentures or from bankers or otherwise.
- xviii. To vest any real or personal property, rights or interest acquired by or belonging to the company in any person or Company on behalf of or for the benefit of the company and with or without any declared trust in favor of the Company.
- xix. To take into consideration and to approve and confirm and/or carry out all acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.
- xx. To pay out of the funds of the company all costs, charges and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of or for the business of the Company and/or the issue of its capital or which the Company shall consider to be necessary including therein the cost of advertising, printing and stationary and commission for obtaining the underwriting of shares, debentures or other securities of the Company and expenses attendant upon the formation of agencies, branches and local boards.
- xxi. To purchase, takeover or otherwise acquire and undertake the whole or any part of the business property, rights and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company is authorized to carry on, or possess any property or rights suitable for any of the purposes of the Company or which can be carried on in conjunction therewith and to purchase, acquire, sell and deal in property.
- xxii. To procure the incorporation registration or the recognition of the Company in any country, state or place.

xxxiii./...

- xxiii. To establish and regulate branches or agencies, whether by means of local boards or otherwise anywhere in Zimbabwe or elsewhere at any place or places throughout the world for the purpose of enabling the Company to carry on its business more efficiently and to discontinue and reconstitute any such branches or agencies.
- xxiv. To apply for membership or become a member of any Stock Exchange, Bullion Exchange, Commodities Exchange, Company, Chamber of Commerce, Association, Federation, Society or Body Corporate having any objects similar or identical with those of the Company or likely to promote the interests of the Company.
- xxv. In accordance with the law for the time being in force, to reserve or to distribute as bonus shares to the members or otherwise to apply as the Company deems fit any money received by way of premium on any shares, stocks or debenture-stock of the Company and money arising from the issue by the Company of forfeited shares.
- xxvi. To grant pension, allowances, gratuities, benefits, emoluments and bonuses and provident funds to employees, managers and directors of the Company and the widows, children and other dependents of such persons and to construct or contribute to the construction of houses, dwelling units or quarters for the employees of the Company and of other concerns which are or may have contractual relationship of rendering any services to the Company and to join with any other person, firm or company or doing any of these things.
- xxvii. To appoint attorneys for and on behalf of the company and to execute necessary powers in favor of the said attorneys to act for and in the name of and on behalf of the Company and to revoke all or any of such powers and appointments as may be deemed expedient.
- xxviii. To establish industrial estates, including selling up of housing colonies, recreation facilities, medical relief facilities, water and electricity plants, ancillary and/or auxiliary units required for furtherance of the business of the company.
- xxix. To help, assist, support, aid, establish, acquire or set up and run schools, colleges, training and professional institutions, hospitals, dispensaries, music and dance centers or other similar institutions for the welfare of the employees of the Company.
- xxx. To give to any officers, servants or employees of the company any shares or interest in the profits of the Company's business or any branch thereof, and whether carried on by means or through the agency of any subsidiary Company or not and for that purpose to enter into any arrangement that the Company may think fit.
- xxxi. To train or pay for training in Zimbabwe or abroad of any of the Company's employees or any other person in the interest of or for furtherance of the Company's objects.
- xxxii. To establish and maintain or procure the establishment and maintenance of any contributory or noncontributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company, or who are or were at any time the Directors or Officers of the Company and wives, widows, families and dependents of any such persons, and also establish

any/...

any subsidies and subscribe to any institutions, associations, clubs, or funds calculated to the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid, and to do any of the matters aforesaid either done in on conjunction with any such other company.

- xxxiii. To receive any gifts of immovable or moveable property and offerings or voluntary donations or bequest and legacies either from the shareholders, directors or from any other person for all/or any of the objects of the Company.
- xxxiv. To support, donate, contribute, subscribe, advance or lend with or without interest or at concessional rate of interest or otherwise to assist or to guarantee moneys to any charitable, benevolent, religious, scientific, educational, national, public or other institutions, trusts, clubs, societies, organizations or individuals or body of individuals on such terms and conditions as may seem expedient or for any exhibitions or towards the funds of any other Organizations subject to the provisions of the Companies and Other Business Entities Act (Chapter 24:31).
- xxxv. To undertake and execute any trusts, the undertaking whereof may seem desirable and are gratuitous or otherwise, and in particular to act as depositories of any shares or securities of and as agents or brokers for the investment, loan, payment, transmission or collection of money and the purchase, sale, hire, improvement or development and management of property, movable or immovable of any Company, firm or person (whether Zimbabwean or foreign) and to undertake and perform subcontracts.
- xxxvi. (a) To undertake, carry out, promote and sponsor rural development including any program for promoting the social and economic welfare or of the upliftment of the public in any rural areas and to incur any expenditure on any program of rural development and to assist in execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing "program of rural development" shall also include any program for promoting the social and economic welfare of or the uplift of the public in any rural area to promote and assist rural development, or any other act relating to rural development for the time being in force and in order to implement any of the above mentioned objects or purposes transfer without any consideration or at a fair concessional value and divest the ownership of any property of the company to or in favor of any Public or Local Body or Authority/Central/State Government/Public Institution/Trust Fund/ Organisation/Person.

(b) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging social and moral responsibilities of the Company to the public or any section of public as also any activity to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means without prejudice to the generality of the foregoing to undertake, carry out, promote and sponsor any activity for publication of any books, literature or newspapers, organizing lectures or seminars likely to advance these objects or for giving merit awards or for giving scholarships, loans, or any assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing conducting, or assisting any institutions, funds, trusts having any one of the aforesaid objects by giving donation or otherwise in any other manner and in order to implement any of the aforementioned objects or purposes transfer without

consideration/...

(6)

consideration or at a fair or concessional value and divest the ownership of any property of the company to or in favor of any Public or Local Body or Authority / Central or State Government /Public Institution/ Trust/Fund/Organization/ Person.

(c) Subject to provisions of Companies and Other Business Entities Act (24:31) to give donations and to advance and lend money to any person, institution, organization, trust fund for benevolent causes on such terms and conditions and with or without interest or at concessional rate of interest as may seem expedient.

- xxxvii. To adopt such means of making known the business or products or interests of the Company as may seem expedient and in particular by advertising in the press, by circulars on radio, television, video tapes and any such communication channels, by exhibition of works of art of interest, by publication of books and periodicals and by granting prizes rewards and donations.
- xxxviii. Subject to the provision of the Companies and Other Business Entities Act (24:31), to amalgamate, enter into partnership or into any arrangement for sharing profits, union or interest, co-operation, joint venture or reciprocal concession with any person, firm, corporation or company in Zimbabwe or outside carrying on or engaged in or engaged in any business or transaction which the company is authorized or engaged in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and further to enter into any arrangement or contracts with any person, association or body corporate whether in Zimbabwe or outside, for such other purposes that may seem calculated beneficial and conducive to the objects of the Company.
- xxxix. To experiment and to incur expenses necessary for the purposes and with a view to improve the present method and process of working the business which the company is authorised to carry on and to carry on research for improving developing or effecting economy and greater efficiency in the business of the company or in the process of production, manufacture and working of or trading.
- xl. To establish, maintain or subsidise and conduct, organise, sponsor and/or assist research in any field that may seem calculated to promote any of the business which the company is authorised to carry on.
- xli. To act as agents or brokers and as trustees for any person or company having similar objects and to undertake and perform subcontracts and to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through agents, sub-contractors or trustees or otherwise and either alone or jointly with others.
- xl.ii. Upon any issue of shares, debentures or other securities of the Company, to employ brokers, underwriters, registrars, commission agents, managers and other agents and to provide for the remuneration of such persons for their services by payment of cash or by the issue of shares, debentures or other securities of the Company or by granting of options to take the same or in any other manner allowed by law.
- xl.iii. To open and keep a register or registers in any country or countries where it may be deemed advisable to do so and to allocate any number of shares in the Company to such register or registers.

xliv/...

(7)

- xliv. To create any depreciation fund, reserve fund, insurance fund, sinking fund or any other special fund whether for depreciation or repairs, replacement, improvement, extension or maintenance of any of the properties of the Company by way of Investment Allowance Reserve or any other reserve or for redemption of debentures or redeemable preference shares or for any other purposes conducive to the interest of the Company.
- xlv. To distribute in the event of winding up in specie or otherwise as may be resolved, any property or assets of the Company or any proceeds of sale or disposal of any property or assets of the Company including the shares, debentures or other securities subject to the provisions of Companies and Other Business Entities Act (Chapter 24:31)
- xlvi. Subject to provisions of the Companies and Other Business Entities Act (Chapter 24:31) or any other enactment in force, to indemnify and keep indemnified officers, directors, agents and servants of the Company against proceedings, costs, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company and for any loss, damage or misfortune, whatever, which shall occur in execution of the duties of their office or in relation thereto.
- xlvii. To do all such other things as may be deemed incidental or conducive to the attainment of the above or any of them.
- xlvi. To borrow or raise or secure the payment of money from any bank or any financial institution or any other person or persons, Foreign Bankers and Institution for the purpose of the Company's main business in such manner and in such terms and with such rights power and privileges as the Company may think fit and particularly by issue of bonds, debentures, bill of exchange, promissory notes or other obligations or securities of the Company and with a view to hypothecate and/or in any way encumber or create charge of the undertaking and/or any of the immovable or movable properties, present or future and all or any of the uncalled capital for the time being of the Company and to purchase, redeem or pay of any such securities.
- xlix. To amalgamate with any company or companies having objects all together or in part similar to those of these company or any other company, subject to the provisions of the Companies and Other Business Entities Act (Chapter 24:31).
 - i. To open branches in Zimbabwe and elsewhere and to get the company registered in any foreign country and adopt such means of making known to the public the business or products of the Company as may seem expedient and in particular by advertising in the press, by circulars and publication of books and periodicals.
 - ii. To purchase, take on lease, tenancy or license or in exchange, hire, take option over or otherwise acquire any estate or interest in any property whether movable or immovable and any rights or privileges which the Company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the Company and, in particular, any land (freehold, leasehold or other tenure), buildings, easements, machinery, plant, implements, provisions, hardwares and stock-in and on any such lands to build, construct, maintain, enlarge, pull down, remove or replace, improve or develop and to work, manage and control any buildings, offices, factories, mills, foundries, refineries, furnaces, sheds, godowns, shops, roads, ways, bridges or other structures for the purposes of the Company and also for the residence and

amenity/...

(8)

amenity of its employees, staff and other workmen and to erect and install machinery and plants and other equipment's deemed necessary or convenient or profitable for the purposes of the Company.

- lii. To establish, set up and run hotels, motels, inns, bars, restaurants, fast food centers, pizzerias, ice-cream parlors, amusement and recreation centers, libraries, cold storages, clubs and to act as boarding and lodging house, keepers, wine, beer and spirit merchants, brewers, maltsters, distillers, and manufactures of ice-creams, aerated mineral and artificial waters and other drinks, purveyors and caterers.
- liii. To do all such other acts, deeds or things as are incidental or conducive in the opinion of the Board of Directors to the above objects or any of them.

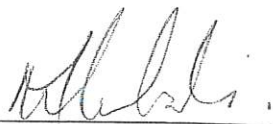
4. The liability of the members is limited.

5. The number of shares in the entity is ONE MILLION (1 000 000) ordinary shares.

We/....

(9)

I, the persons whose names and addresses are subscribed, is desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective name.

Names, Addresses and Descriptions of Subscribers	Number of Shares Taken	Signature
Margaret Mutali, Hungwe House, 69 Jason Moyo, First Floor, Noth Wing, Harare, Zimbabwe	ONE HUNDRED (100)	
	ONE HUNDRED (100)	
Total Shares Taken		

Dated at HARARE this 14TH day of SEPTEMBER 2022

Witness to the above signatures:

Takudzwa Nevile Sadziwa
Hungwe House,
69 Jason Moyo Avenue,
1st Floor North Wing,
Harare,
Zimbabwe.
Business Consultant.



40



COMPANIES AND OTHER BUSINESS ENTITIES ACT (CHAPTER 24:31)

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FLICKSTONE INVESTMENTS (PRIVATE) LIMITED

Subject as hereinafter provided, the Articles contained in Part B of the Sixth Schedule of the Companies and Other Business Entities Act, (Chapter 24:31) shall apply to this company and deemed to be adopted.

The first directors of the company are Takudzwa Nevile Sadziwa and Margaret Mutali.

I/...

FLICKSTONE INVESTMENTS (PRIVATE) LIMITED

41

(2)

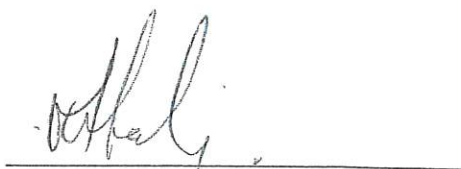
I, the person, whose name and address is subscribed, is desirous of being formed into Company
pursuance of these Articles of Association.

Names, Addresses and Descriptions of Subscribers

Signature

Margaret Mutali
Hungwe House,
69 Jason Moyo Avenue,
1st Floor North Wing,
Harare
Zimbabwe

Business Consultant.



Dated at **HARARE** this **23RD** day of **SEPTEMBER**
2022

Witness to the above signatures:

Takudzwa Nevile Sadziwa
Numeri Secretarial Services
Hungwe House,
69 Jason Moyo Avenue,
1st Floor North Wing,
Harare
Zimbabwe.

Business Consultant.

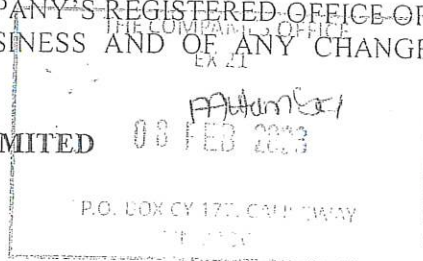


Form No. C.R. 5

Section 31 and 241 of Act
Sections 10, 11, 13, 14, 15, 16, 17, 18, 20 of Regulations

COMPANIES AND OTHER BUSINESS ENTITIES ACT [CHAPTER 24:31]

No of Entity: 21063/2022

NOTICE OF SITUATION AND POSTAL ADDRESS OF A COMPANY'S REGISTERED OFFICE OR
OF A FOREIGN COMPANY'S PRINCIPAL PLACE OF BUSINESS AND OF ANY CHANGE
THERETO.Name of Entity: **FLICKSTONE INVESTMENTS (PRIVATE) LIMITED**TO THE REGISTRAR OF COMPANIES,
HARAREThe above mentioned company do hereby gives notice that the registered office/principal place of
business of the company-

- (a) -
- (i) is/ was situated at **Pockets Building, 50 Jason Moyo, 2ND Floor, Suite 208 & 209, Harare**
 - (ii) the postal address *is/was at **As Above**
 - (iii) the email address is/was **info@numeri.co.zw**

(b) Has been changed from the above address to:

- (i) is/ was situated at **16 K Enterprise Road, Glen Lorne, Harare**
- (ii) the postal address *is/was **AS ABOVE**
- (iii) the email address is/was **flickstoneinvestments@gmail.com**

With effect from: **8 February 2022**

(Signed) Secretary/**DIRECTOR**/Principal Officer
 This 2ND Day of **FEBRUARY 2023**

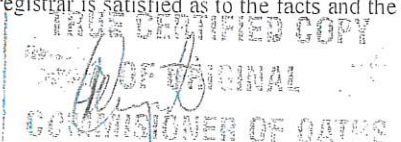
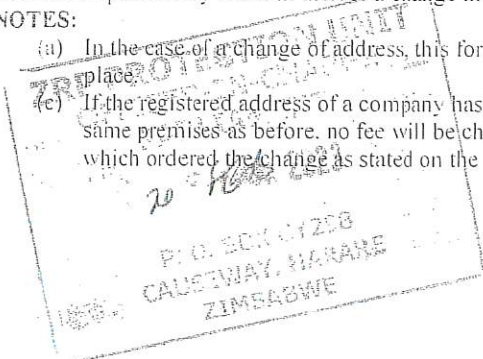
Presented for filing by: Numeri Secretarial Services
Pockets Building,
50 Jason Moyo Avenue,
Second Floor, Suite 208 & 209,
Harare
Zimbabwe
- info@numeri.co.zw
www.numeri.co.zw

Delete whichever inappropriate.

*To be completed only event in there of a change in address

NOTES:

- (a) In the case of a change of address, this form must be submitted to the registrar BEFORE the proposed change takes place.
- (c) If the registered address of a company has been altered by a public authority, so that the changed address designates the same premises as before, no fee will be charged if the registrar is satisfied as to the facts and the name of the authority which ordered the change as stated on the form.



91527589



MUTANDIRO, CHITSANGA & CHITIMA ATTORNEYS

Legal Practitioners, Conveyancers, Notaries, Estate Administrators, Labour Consultants,
Criminal Law Practice, Trade & Investment Law
Corporate, Environmental Law, Patents and Trademarks Agents.

3 St Quintin Ave,
Eastlea,
Harare

Landline: +263 4 747 113
Cell: +263 773 815 119, +263 771 858 530
+263 772 297 038, +263 773 494 268
Email: info@mccattorneys.co.zw

URGENT

Our ref: EM/kpm
Your ref:

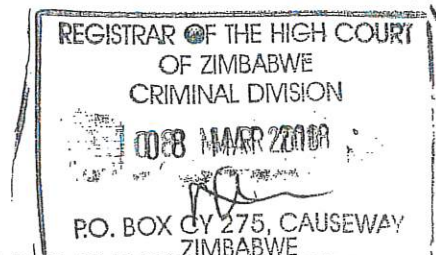
7 March 2018

THE REGISTRAR OF THE HIGH COURT (CRIMINAL DIVISION)
HIGH COURT OF ZIMBABWE
HARARE

Att: THE JUDGE PRESIDENT'S CLERK

Dear Sir

RE: MUNYARADZI KEREKE vs FRANCIS MARAMWIDZE: REQUEST FOR
SETDOWN: BAIL APPLICATION: CASE NUMBER B1025/16



1. We refer to the above matter.
2. We request that this matter be setdown for hearing as a matter of urgency. We filed the replication to the bail response on the 6th of March 2018.
3. The reason for requesting setdown through your esteemed office is to ensure that our request is attended to as a matter of urgency and also the request for the recusal of his Lordship Foroma J that we filed through your office on the 6th of March 2018.

Yours Faithfully

MUTANDIRO, CHITSANGA AND CHITIMA

Cc: client

Advocate Mpofu

02-11-18

THE CHAMBERS	
DATE: 8/3/18	
TIME: 15:46	
RECEIVED BY: CHAMBERS	

Telephone: 263-0242- 796711
Fax : 263-0242- 796711

Our Ref:

Your Ref:



JUDGE PRESIDENT'S CHAMBERS
HIGH COURT OF ZIMBABWE
P.O. Box CY 275
CAUSEWAY
Zimbabwe

12 June 2019

Mr Munyaradzi Kereke
C/O Harare Central Prison
HARARE

Dear Sir

**RE: URGENT REQUEST FOR AUDIENCE: CRIMINAL ABUSE OF OFFICE BY
OFFICERS OF THE COURT: CA 504/16**

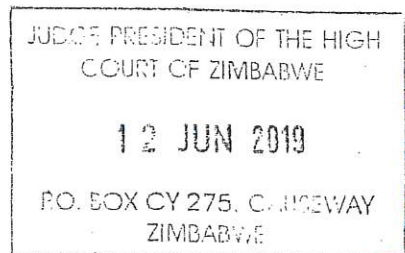
We acknowledge receipt of your letter dated 11 June 2019 and note your intention to approach the Supreme Court for relief. It is within your rights to do so.

Not much will be achieved by way of meetings with the Judge President as this court is now *functus officio*.

Wishing you the best in your endeavours.

Yours faithfully

T. Handitye
JUDGE PRESIDENT'S CLERK





MUTANDIRO, CHITSANGA & CHITIMA ATTORNEYS

Legal Practitioners, Conveyancers, Notaries, Estate Administrators, Labour Consultants
Criminal Law Practice, Trade & Investment Law, Corporate Law, Environmental Law,
Patents and Trademarks Agents, Blockchain & Distributed Ledger Technology Law.

3 St Quintin Ave,
Eastlea,
Harare

Telephone: +263 242 747 113

Cell: +263 773 815 119,

+263 771 858 530 +263 772 297 038,

Email: info@mccattorneys.co.zw

Our ref: EM/skd

Your ref:

20th November 2018

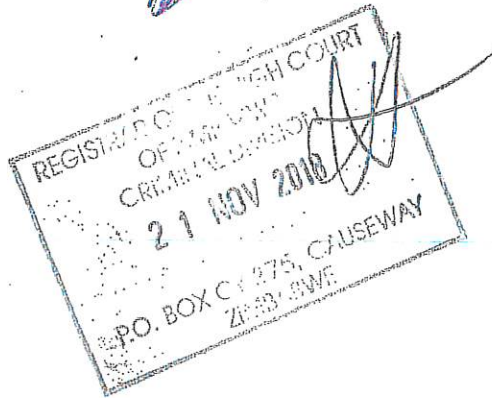
THE REGISTRAR

High Court of Zimbabwe

Criminal Court

HARARE

Dear Registrar



**RE: FOLLOWUP ON THE APPEAL CASE – MUNYARADZI KEREKE VS FRANCIS
MARAMWIDZE CASE NO. 504/16.**

1. As Is of record, we act on behalf of Dr. Munyaradzi Kereke, the Appellant in the appeal matter which was heard before Justices Hungwe and Wamambo over seven months ago particularly on the 10th of April 2018 and judgment was reserved.
2. This follow up letter follows another one we did on the 12TH of October 2018 attached hereto as Annexure 1 for your ease reference. We have not had response from either Justices.
3. The Justice President had responded to our letter by the attached letter marked as Annexure "2" and we are yet to get a formal response.
4. We hope this is in order with your good office.

Yours faithfully

MUTANDIRO, CHITSANGA & CHITIMA

Cc: Client

: The Judge President, High Court of Zimbabwe

: Clerk for Justice Hungwe

: Clerk for Wamambo

Telephone: 263-4 796711
Fax : 263-4 796711

Our Ref:

Your Ref:



JUDGE PRESIDENT'S CHAMBERS
HIGH COURT OF ZIMBABWE

P.O. Box CY 275
CAUSEWAY
Zimbabwe

"C3"

47

25-10-18

16 October 2018

Mutandiro, Chitsanga & Chitima Attorneys
3 St Quintin
Eastlea
HARARE

Dear Sirs

RE: FOLLOW UP ON APPEAL: DR MUNYARADZI KEREKE v FRANCIS
MARAMWIDZE: CA 504/16

We refer to your letter EM/kpm dated 12 October 2018 which has been tabled before Honourable Hungwe J and Honourable Wamambo J for their comments.

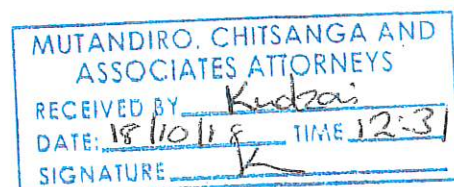
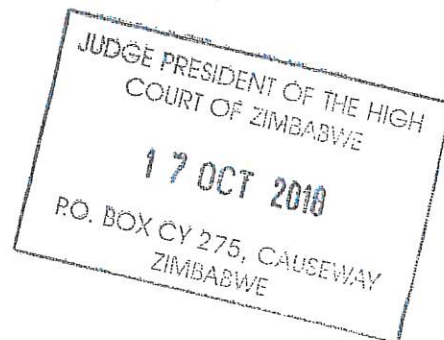
We shall revert to you shortly.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'T. Handitye'.

T. Handitye

CLERK TO THE HONOURABLE JUDGE PRESIDENT





MUTANDIRO, CHITSANGA & CHITIMA ATTORNEYS

Legal Practitioners, Conveyancers, Notaries, Estate Administrators, Labour Consultants,
Criminal Law Practice, Trade & Investment Law, Corporate Law, Environmental Law,
Patents and Trademarks Agents, Blockchain & Distributed Ledger Technology Law

3 St Quintin Ave,
Eastlea,
Harare

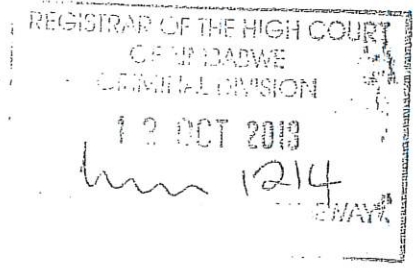
Telephone: +263 242 717 115
Cell: +263 773 8 5119,
+263 771 858 530 +263 772 2 7013,
Email: info@mccattorneys.co.zw

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Our ref: EM/kpm
Your ref: CA504/16

12 October 2018

THE REGISTRAR - CRIMINAL
High Court of Zimbabwe
HARARE



4
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Dear Sir

RE: FOLLOW-UP ON APPEAL CASE NO CA 504/ 16 BY DR MUNYARADZI KEREKE (MUNYARADZI KEREKE VS FRANCIS MARAMWIDZE)

1. The High Court of Zimbabwe heard the Appeal by the Appellant Dr Munyaradzi Kereke on 10 April 2018 before his Lordship Hungwe J and His Lordship Wamambo J Judgment was subsequently reserved 6 months ago.
2. In the interest of justice, we are making this follow up on the matter.

Yours faithfully

MUTANDIRO, CHITSANGA & CHITIMA

Cc: The High Court Judge President
client

25-10-18

Telephone: 263-4 796711
Fax : 263-4 796711

Our Ref:

Your Ref:



JUDGE PRESIDENT'S CHAMBERS
HIGH COURT OF ZIMBABWE
P.O. Box CY 275
CAUSEWAY
Zimbabwe

19 March 2018

Mutandiro, Chitsanga & Chitima Attorneys
3 St Quintin Avenue
Eastlea
HARARE

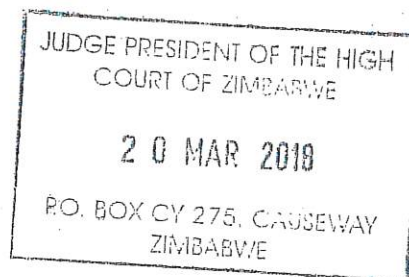
Dear Sirs

**RE: FORMAL COMPLAINT: MUNYARADZI KEREKE v FRANCIS
MARAMWIDZE – BAIL APPLICATION (B1025/16)**

We refer to your letter EM/kpm dated 5 March 2018 and note that same has been copied to the Honourable Mr Justice Foroma from whom you should expect a response.

We thank you for your communication.

Yours faithfully



T. Handitye

CLERK TO THE HON JUDGE PRESIDENT

Cc: Clerk to Honourable Foroma J

3/4/18
S. Dancla
12:46pm

W D

EXTREMELY
URGENT

FROM:
MUNYARADZI KEREKE
C/O HARARE CENTRAL PRISON
HARARE

50

31 JULY 2019

THE REGISTRAR - CRIMINAL
HIGH COURT OF ZIMBABWE
HARARE

REGISTRAR OF THE HIGH COURT
OF ZIMBABWE
CRIMINAL DIVISION
01 AUG 2019
P.O. BOX CY 275, CAUSEWAY
ZIMBABWE

01/08/19
P.O. BOX CY 181
SADEWAY, ZIMBABWE

DEAR REGISTRAR

RE: MUNYARADZI KEREKE'S ORIGINAL
ZIMBABWEAN PASSPORT NUMBER
BN600335: URGENT DEMAND
FOR EXPLANATIONS ON HOW YOUR
OFFICE TOOK CUSTODY OF THIS
PASSPORT.

1. Your Office miraculously produced and released Munyaradzi Kereke's Original passport Number BN600335 through one BLESSING GATAWA, Assistant Registrar - Criminal to Eram Mutandiro of Mutandiro Chitsanga Chitima Attorneys on 23 July 2019.
2. Strangely, this original passport was never at any point entered into evidence as an Exhibit

throughout the entire Court proceedings at the High Court under CA 504/16.

3. Equally strange as proved by Annex "A" attached here to, your office was and is well aware that Munyaradzi Kereke long dismissed Mutandiro Chitsanga Chitima Attorneys on 3 June 2019.

4. When Munyaradzi Kereke was imprisoned on 11 July 2016, he had left his passport safely locked away at his home and at no point did he ever surrender the passport to the High Court in all Court proceedings

5. Your Office's possession of the passport up until 23 July 2019 raises several

Serious questions that point to grave criminal and civil liability to your office and all officers involved in whatever transpired.

b. May you, within 24 hours of receipt of this letter, submit to Munyaradzi Kereke an Affidavit by your self responding to the following INTERROGATIVES:

7. INTERROGATIVES

(a) Who brought Munyaradzi Kereke's Passport Number BN 600335 into the Custody of The Registrar - Criminal, High Court of Zimbabwe?

(b) When did the Registrar - Criminal, High Court of Zimbabwe assume custody of Kereke's passport? [Day, Date, Month, Year and time!].

- (c) For what purpose exactly did the Registrar - Criminal, High Court of Zimbabwe need 'Munyaradzi Kereke's Passport'?
- (d) Is it lawful for the Registrar's Office to gain possession of a prisoner's Original passport outside formal open Court proceedings and without the prisoner's consent? And lock up same at High Court?
- (e) The Registrar's Office knew in explicit terms that Eram Mutandiro ceased to be legal Counsel for Munyaradzi Kereke on 3 June 2019. For what exact reason(s) did the Registrar surrender Munyaradzi

Kereke's original passport Number BN600335 to Mr Eram Mutandiro on 23 July 2019, more astonishingly given the very fact that on the very same day at the exact moment (23/7/19) Munyaradzi, Kereke was at the High Court in meetings with the Registrar's Team to discuss long outstanding letters the High Court has not responded to Kereke? (The Registrar had in fact invited Kereke to come to the High Court on the day).

8. CONSTITUTIONAL URGENCY

8.1 Explanations to the above questions are needed as a Constitutional Right to Administrative Justice as guaranteed by Sections 68 (1) (2) of the Constitution of Zimbabwe.

8.2 Please ensure that I receive the Affidavit in the 24 hours, failure of which it shall be construed to mean your express Complicity in the Suspected web of Corruption meant to thwart Munyaradzi Kereke's every legitimate

efforts to secure his ⁵⁶
liberty.

8.3 Be advised that without any further notice to yourself, Munyaradzi Kereke will, if your elected path is to yet again ignore this letter like many others, formally file a detailed report to the Zimbabwe Anti Corruption Commission and the Human Rights Commission.

DATED AT HARARE THIS 31ST
OF JULY 2019.

M. Jureke.
Munyaradzi Kereke
c/o Harare Central Prison
Harare.

ANNEX "A"

IN THE HIGH COURT OF ZIMBABWE
HELD AT HARARE
In the matter between:

CASE NO CA 504/16

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MUNYARADZI KEREKE

APPELLANT

And

FRANCIS MARAMWIDZE N.O

RESPONDENT

NOTICE OF RENUNCIATION OF AGENCY

TAKE NOTICE THAT Messrs Mutandiro, Chitsanga & Chitima Attorneys hereby renounce agency on behalf of the Appellant herein.

Appellant's last known address is c/o Harare Central Prison, Harare.

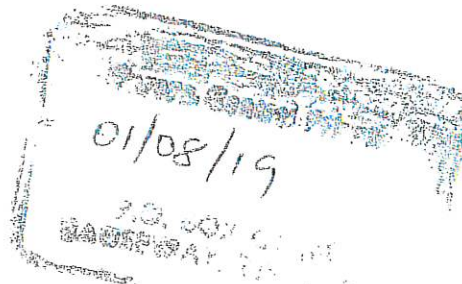
DATED AT HARARE ON THIS 3RD DAY OF JUNE 2019.



MUTANDIRO, CHITSANGA & CHITIMA
ATTORNEYS
Appellant's Legal Practitioners
No. 3 St Quintin Avenue
Eastlea
HARARE (EM/skd)

TO: THE REGISTRAR
High Court of Zimbabwe
HARARE

AND
TO: WARARA & ASSOCIATES
Respondent's Legal Practitioners
2nd Floor Wetherby House
Nelson Mandela Avenue
HARARE



3/6/19

Telephone: 04-794253/250805/250765
Fax: 04-794253



Judicial Service Commission

High Court of Zimbabwe
Mapondera Building
Cnr 3rd & Samora Machel Ave
HARARE

Email: hcregistrar@highcourt-zim.co.zw

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BK
E

02 August 2019

Munyaradzi Kereke
Harare Central Prison
HARARE

RE: RESPONSE TO YOUR "INTERROGATIVES" PERTAINING TO YOUR PASSPORT

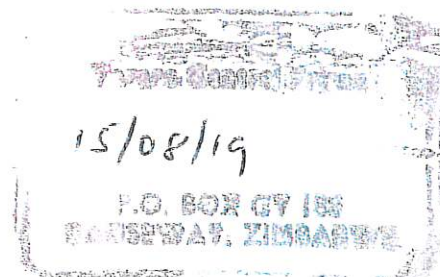
We refer to your letter dated 31 July 2019 which we received on the 1st of August 2019 at around 11:45 hours.

We acknowledge receipt of your letter and we have taken note of your intention as contained in your last paragraph numbered 8.3.

D. C. Ndirowei

REGISTRAR OF THE HIGH COURT

/cm



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11/11
F

REPORTABLE (84)

MUNYARADZI KEREKE
v
(1) FRANCIS MARAMWIDZE (2) PROSECUTOR GENERAL

SUPREME COURT OF ZIMBABWE
BHUNU JA
HARARE, OCTOBER 10, 2019, OCTOBER 31, 2019 & NOVEMBER 7, 2019

M Kereke, in person
C Warara, for the respondent

IN CHAMBERS

BHUNU JA: This is an application for condonation of late noting of appeal and extension of time within which to appeal. Counsel for the second respondent was excused from appearing with the consent of the parties as the second respondent was never a party to this case.

The appellant is a serving prisoner having been convicted of rape and sentenced to an effective term of 10 years imprisonment. He appealed to the High Court against both conviction and sentence without success. His appeal was dismissed by the court a *quo* under judgment HH 374/19 dated 29 May 2019.

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Aggrieved by the judgment of the court *a quo* he sought leave to appeal in terms of s 44 of the High Court Act [Chapter 7:06]. The section provides as follows:

"44 Right of appeal from High Court in criminal cases

- (2) A person convicted on a criminal trial held by the High Court—
- (a) may appeal to the Supreme Court against his conviction on any ground of appeal which involves a question of law alone;
- (b) may, with the leave of a judge of the High Court or, if a judge of the High Court refuses to grant leave, with the leave of a judge of the Supreme Court, appeal to the Supreme Court against his conviction on any ground of appeal which involves a question of fact alone or a question of mixed law and fact;

Provided that a person who appeals to the Supreme Court on a ground of appeal which involves a question of law alone may, without applying to a judge of the High Court, be granted leave to appeal by the Supreme Court should it appear to the Supreme Court on the hearing of the appeal that the ground of *his appeal involves a question of mixed law and fact;*"

Subsection 2 (b) makes it clear that a person who seeks leave to appeal against the judgment of the High Court on points of fact or mixed points of law and fact must first seek leave from the High Court before approaching this Court on appeal. The *proviso* to para (b) confers jurisdiction on this Court to grant leave to appeal if the court finds during the hearing of an appeal that an appeal brought on the basis of points of law only, in fact involves mixed points of law and fact. The *proviso* cannot be invoked at this juncture as the appeal is not yet ripe for hearing in this Court.

Subsection 2 (a) however provides that no leave to appeal is required if the appeal is purely on points of law only. Where however there is a dispute as to whether or not particular grounds of appeal involve points of law only that dispute must be resolved judiciously. It is wrong to determine the dispute off hand without hearing the parties.



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The applicant approached the High court for leave to appeal on the understanding that his grounds of appeal comprised both points of law and fact. That intimation appears to have found no favour with the presiding judge in the court *a quo*. At the hearing before me the Applicant submitted that the learned judge did not render a written judgment determining his application for leave to appeal to this Court.

When he requested for a written judgment the learned judge without hearing him or rendering a written judgment wrote to him through the Registrar on 1 July 2019 intimating that as his grounds of appeal involved questions of law, he should approach the Supreme Court directly without leave. The letter conveyed to the appellant by the Registrar reads:

“Your chamber application for leave to prosecute (your) appeal at the Supreme Court dated 4 June 2019 was placed before Honourable WAMAMBO J, who commended as follows:

‘Your application is misdirected and misplaced for the reason among others that the application raises grounds of appeal involving questions of law. According to Section 44 (4) as read with section 44 (2) of the High Court Act [Chapter 7:06], such application must not be directed to the High Court’

We hereby return the application as well as the record of proceedings to the High Court Harare Registry.”

The applicant protested and requested for a written judgment as he believed that his grounds of appeal involved both points of law and fact. His request was met with the following response in a letter dated 16 July 2019:

“It is not the function of a judge sitting in Chambers to give direction to an applicant. The letter dated 1st July, 2019 contains sufficient details to guide applicant. The judge can do no better than that.”

In arriving at the unilateral decision declining jurisdiction, the learned judge did not render any written judgment demonstrating the basis of his decision to decline jurisdiction.

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He did not specify or interrogate the grounds of appeal to verify his conviction. The learned judge's conduct in this regard constituted a grave procedural error in that he declined jurisdiction *mero motu* without giving both parties a chance to be heard. In doing so he fell foul of the *audi alteram partem* rule which is the bedrock upon which our justice system is anchored. This gross irregularity was compounded by the learned judge's failure to give any written reasons for refusing to hear the applicant and referring him to this court without first determining his application for leave to appeal.

The need for judicial officers to give cogent reasons for their decisions can never be over emphasised. This is because litigants have a right to be informed why the court or judicial officer has made a determination for or against them. The giving of reasons regardless of whether they are right or wrong eliminates the scourge of arbitrary, capricious or biased judicial decisions that are an abomination to the rule of law in a democratic society. When rendering judgment a judicial officer speaks through his written judgment and not argumentative letters addressed to litigants.

The rendering of cogent reasons for judgments instils confidence in the due administration of justice without fear or favour and the due protection of the law. That being the case, the need for judicial officers to give adequate reasons for their decisions has been the subject of a plethora of academic and judicial pronouncements.

In *Hebstein and Van Winsen, Civil Practice of the Superior Courts of South Africa*, 4th Edition at p 679, the learned authors have this to say on the subject:

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"When a matter is opposed and the issues have been argued, it is unacceptable for a court to make an order without giving any reasons for it, since litigants are entitled to be informed of the reasons of the decision."

In *Fox and Carney P/L v Sibindi* 1989 (2) ZLR 173 at 179 G-H DUMBUCHENA

CJ weighed in with the observation that:

"In contested matters in which the issues, facts and law are disputed, there must be a judicial decision or determination on some question of law or fact in dispute. The merits or demerits of each party's case must be stated, so that the parties understand how the disputed issues or questions were determined, a written judgment is the foundation upon which a litigant builds his hopes for success on appeal or loses hope of succeeding on appeal." (my emphasis)

On the basis of the above authorities it is plain that the learned judge in the court *quo* misdirected himself and fell into the wilderness of grave irregularity by his failure to afford the applicant his right to be heard before an adverse decision was made against him.

The Supreme Court's main function is to determine appeals or applications on the basis of written records of proceedings comprising judgments and orders from lower courts. In the absence of a written judgment or order, this Court's function is rendered almost impossible. In terms of s 44 of the Act this Court does not have inherent jurisdiction to hear and determine appeals raising issues of fact or mixed facts and law, unless the High Court has first determined the question of leave to appeal one way or the other. What confers jurisdiction on this Court is either the granting or refusal by the High court to grant leave to appeal. In the absence of any written judgment or order granting or refusing to grant the application for leave to appeal, this Court has no jurisdiction to hear any application concerning the intended appeal.

It is because of the foregoing irregularities that the parties in this case wisely consented to this Court invoking its review powers under s 25 of the Supreme Court Act [Chapter 7:13] to correct the patent irregularities..

The time within which to appeal begins to run when a written judgment is rendered by a judicial officer. In this case, time does not begin to run against the applicant until his application for leave to appeal has been determined by the court *a quo*. The application for condonation of late noting of appeal and extension of time to appeal was ill-advised and misplaced as one cannot appeal against or take issue with a non-existent judgment. The applicant is hamstrung by the court *a quo*'s refusal to hear and determine his application for leave to appeal to this Court.

I accordingly find that the learned judge in the court *a quo* wrongfully declined jurisdiction in violation of the applicant's fundamental right to be heard before an adverse determination was made against him. That being the case, there is need to set aside the refusal to hear the application for leave to appeal and remit the matter for a proper hearing and determination before a different judge. This is because the learned presiding judge has already taken an entrenched position over the issues for determination.

In the result it is ordered by consent of the parties as follows:

1. The Applicant Munyaradzi Kereke having timeously lodged an application in the High Court under case number CA 504/16 and the learned judge in the court *a quo* having improperly declined jurisdiction in violation of the *audi alteram partem* rule, it is accordingly ordered that:

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- (a) This Court hereby declines jurisdiction to determine the application for condonation of leave to appeal and extension of time within which to appeal to this Court in the absence of a determination by the court *a quo* determining the application for leave to appeal placed before it under case Number CA 504/16
- (b) The irregular informal decision of the court *a quo* declining jurisdiction in case number CA 504/19 be and is hereby set aside in terms of s 25 of the Supreme Court Act [*Chapter 7:13*].
- (c) The matter be and is hereby remitted to a different judge for a determination of the application for leave to appeal within two weeks of the judge being seized with the matter
- (d) The Registrar of the High Court Shall place the application for leave to appeal in case number CA 504/16 before a different judge forthwith.
- (e) There shall be no order as to costs.

The applicant appeared in person.

Warara and Associates, 1st Respondent's Legal practitioners.

HARARE MUNICIPAL MEDICAL AID SOCIETY
versus
MUNYARADZI KEREKE
and
BRIWARD TRADING [PVT] LTD

HIGH COURT OF ZIMBABWE
COMMERCIAL DIVISION
HARARE
MAFUSIRE J



Civil trial

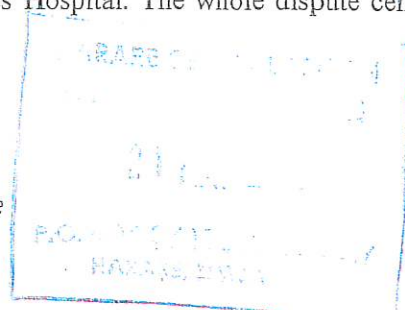
Dates of sitting: 24, 25, 28 & 29 October 2024
Date of final written closing submissions: 22 November 2024
Date of judgment: 9 May 2025

T.T.G. Musarurwa, with him, *W. Chishiri*, for the plaintiff
The defendants in person, through the first defendant

MAFUSIRE J

a Introduction

- [1] The plaintiff is a medical aid society the members and beneficiaries for which are employees of the Harare Municipality, a local authority. The first defendant is a businessman, with direct or indirect beneficial interest in the second defendant, a private company duly registered in Zimbabwe. During the trial of this matter, the first defendant was serving a term of imprisonment for a crime that is not in any way connected to the present suit.
- [2] In this suit, the plaintiff claims from the defendants a refund in the sum of USD 138 000 together with interest thereon at the prescribed rate. The plaintiff also seeks an order confirming the cancellation of a certain agreement of sale between itself and the first defendant. Finally, the plaintiff seeks a declaration from this court that it paid the full purchase price for a certain immovable property in an area in Harare known as Ruwa, which property is registered in the name of the second defendant and upon which sits a medical institution called Fortress Hospital. The whole dispute centres around Fortress Hospital.



- [3] The plaintiff's claims are vigorously contested by the defendants, through the first defendant. They deny any form of liability whatsoever to the plaintiff.
- [4] The matter is highly convoluted. The issues are a complete bog. Among other things, the evidence and the paper trail are inconsonant. The pleadings are inelegant. It has been quite a mission to stitch together a coherent narrative from the divergent versions of the facts as presented by the parties.

b The plaintiff's case

- [5] In outline, and for the moment skirting the details, the plaintiff's case is that in November 2014 it purchased Fortress Hospital from the defendants via two agreements. One was for the immovable property, Stand 9653 Ruwa Township, upon which the hospital is built [*"the immovable property"*]. The other, on the same day, granted the plaintiff the right of first refusal for the movables and other assets associated with the hospital.
- [6] The defendants were represented by their agent, one Newton Madzika [*"Madzika"*]. The plaintiff was represented by its former Chief Executive Officer, one Evaristo Rukasha [*"Rukasha"*].
- [7] The purchase price for the immovable property was US\$800 000. The purchase price for the equipment and fittings was US\$650 000.
- [8] The plaintiff duly paid the purchase prices. The US\$800 000 was paid in two tranches, US\$700 000 through a bank then known as Kingdom/Afrasia, now defunct, and the balance through a firm of legal practitioners, Muza & Nyapadi, the conveyancers appointed to transfer title in the immovable property. The US\$650 000 for the assets was subsequently paid through Madzika.
- [9] On 21 March 2022 the first defendant connived with Rukasha who, in an act of abuse of office, signed an acknowledgement of debt on behalf of the plaintiff for US\$400 000 in favour of the defendants allegedly as outstanding amounts for Fortress Hospital.



- [10] Rukasha caused some payments to be made in terms of the acknowledgement of debt. The payments were irregular because the plaintiff had fully paid for the hospital.
- [11] Following disciplinary proceedings, Rukasha was dismissed from employment.
- [12] Relying on the acknowledgement of debt aforesaid, the first defendant, through threats, fraudulent misrepresentations and intimidation, coerced or manipulated the plaintiff into signing an agreement on 31 August 2023 [*“the 31 August 2023 agreement”*] for the purchase of the second defendant as a going concern, its immovable property on which Fortress Hospital sits, the hospital’s fixtures and equipment, stock, trading licences, goodwill and the book debts.
- [13] According to the 31 August 2023 agreement, the purchase price was USD1 138 900 of which US\$866 900 was acknowledged to have been paid, leaving a balance of US\$272 000 outstanding.
- [14] The plaintiff had since paid US\$138 000 in various instalments before its newly reconstituted Board led by one Zacharia Murerwa [*“Murerwa”*] considered that the 31 August 2023 agreement was unlawful and unenforceable by reason of the fact that it had been induced by fraud or duress.
- [15] Thus, in this suit the plaintiff is seeking confirmation that it bought and paid for Fortress Hospital long back in 2014, that it is entitled to get transfer of the immovable property and all the assets associated with the hospital, and that the payment of US\$138 000 aforesaid that it had made to the defendants allegedly under an unlawful agreement, should be refunded.

c The defendants’ case

- [16] The defendants’ case, through the first defendant, is that in October 2014 the plaintiff expressed an interest to purchase Fortress Hospital.
- [17] A memorandum of understanding was signed between the parties, among other things setting out the broad parameters of the agreement that would eventually be entered into.



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Harare Municipal Medical Aid Society v Munyaradzi Kereke & Anor

4

HH 293-25
HCHC745-23

- [18] The price guide in the memorandum of understanding, in October 2014, was in the ranges of US\$850 000 to US\$900 000 for Fortress Hospital, US\$105 000 to US\$120 000 for the medical equipment, and US\$430 000 to US\$560 000 for the stocks, goodwill, fixtures and fittings, and ancillary assets.
- [19] The defendants appointed Madzika as agent to negotiate the sale. He had no signing powers.
- [20] Contrary to instructions and to his mandate, Madzika concluded an agreement with the plaintiff, in effect selling the hospital piece meal.
- [21] The first agreement signed by Madzika purportedly on behalf of the defendants is dated 7 November 2014 [*“the 7 November 2014 agreement”*] in terms of which the defendants, as sellers, purportedly sold to the plaintiff the immovable property for US\$800 000 of which US\$700 000 was acknowledged to have been paid already. The balance of US\$100 000 would be paid via the conveyancers’ trust account upon the signing of the agreement
- [22] On the same day, Madzika went on to conclude an addendum with the plaintiff in terms of which the plaintiff was given the right of first refusal, if the defendants decided to sell the other assets connected to the hospital, comprising staff houses, medical equipment, furniture and a generator.
- [23] The purchase price for those assets was pegged at US\$650 000.
- [24] The plaintiff immediately took vacant possession and control of Fortress Hospital.
- [25] Of the US\$700 000 acknowledged in the 7 November 2014 to have been paid, the plaintiff had in effect arranged an inter-account transfer with Kingdom/Afrasia Bank of \$700 000 in the local currency.
- [26] Kingdom/Afrasia Bank was already undergoing liquidity challenges, and no withdrawals of any deposits were being effected.
- [27] It took more than 8 ½ years for the defendants to finally have access to the deposit of \$700 000 aforesaid.





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- [28] The defendants have never received the balance of US\$100 000. On the plaintiff's instructions, Muza & Nyapadi, diverted the plaintiff's payment for something else.
- [29] The amount of \$650 000 allegedly paid by the plaintiff through Madzika, or his trusts, allegedly towards the assets for Fortress Hospital, was never received by the defendants.
- [30] Madzika completely turned rogue. Not only did he not have the power or mandate to sign any agreement of sale on behalf of the defendants, but in December 2014, through his various private trusts, purported to be the owner of Fortress Hospital and its assets, and through various agreements or memoranda of understanding, he purported to sell the hospital for himself.
- [31] Upon getting knowledge of his duplicity, the first defendant terminated Madzika's mandate by written communication dated 9 December 2014. The termination letter was copied to the plaintiff.
- [32] Madzika's irregular conduct was not only in relation to the unlawful signing of the agreements of sale as aforesaid, and passing off as the owner of Fortress Hospital and its assets, but also he was involved in illicit deals with the plaintiff. He sold dubious shares worth millions of dollars to the plaintiff as investments.
- [33] To date, almost 10 years later, the plaintiff has no trace of certificate or any document of title for the purported investments.
- [34] The defendants did not defraud the plaintiff or coerce or intimidate or manipulate or bully it into signing the 31 August 2023. That agreement was the product of protracted negotiations between the plaintiff through its top officials, including one Gaylord Chidhindi, the current Chief Executive Officer [*"Chidhindi"*], Murerwa, the current Board Chairman, the late Adam Puzo, who was then the Finance Manager, and others, all of whom had been privy to the transactions and goings-on involving Fortress Hospital.



- [35] The 31 August 2023 agreement was the culmination of cooperative drafting between the plaintiff's legal counsel, *Mr Chishiri*, who originated an initial draft upon which the first defendant made minor amendments.
- [36] The process of negotiations and signing of the 31 August 2023 agreement was quite amicable as is evidenced by, among other things, communication from *Mr Chishiri* himself, among other things, praising the first defendant as a man of peace and commending him for his role in brokering the agreement.
- [37] Beyond his persistence and determination to protect his business interests, the first defendant did nothing untoward in procuring the 31 August 2023 agreement.
- [38] The 31 August 2023 agreement was a compromise between the parties. Among other things, it took into account the history of the transaction, the value of the payments that the plaintiff had purportedly made, the period that the plaintiff had had the use and enjoyment of Fortress Hospital, the true net asset values before and after, and several other factors.
- [39] The amounts of US\$400 000 in the acknowledgement signed by Rukasha on 21 March 2022 and US\$1 138 900 in the 31 August 2023 agreement were not plucked from the air. There was a proper valuation and assessment of the business that is Fortress Hospital with which the plaintiff agreed.
- [40] In July 2016 the first defendant was sent to prison for 10 years. In August 2021 he was released on bail pending appeal. However, upon the dismissal of his appeal by the Supreme Court in June 2024, the first defendant was returned to prison to serve the remainder of his sentence.
- [41] It was during the period of his freedom on bail pending appeal that the first defendant vigorously pursued and pressed for the conclusion of the outstanding transaction.
- [42] Part of the pressure on the plaintiff to resile from the agreement stems from the involvement of the Zimbabwe Anti-Corruption Commission [ZACC] which at one time caused the arrest of both Rukasha and the first defendant for their alleged roles in the payments relating to Fortress Hospital.



(Scribbled signature)

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Harare Municipal Medical Aid Society v Munyaradzi Kereke & Anor

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HH 293-25
HCHC745-23

[43] However, the criminal case against the first defendant collapsed. In discharging the first defendant, the State was castigated by the presiding magistrate for mounting a baseless prosecution in the face of the 31 August 2023 agreement.

[44] The first defendant denies fraudulently misrepresenting to the plaintiff or coercing it into concluding the 31 August 2023 agreement. He insists the plaintiff entered into the agreement freely and voluntarily following the first defendant's concise but forceful presentation of the background facts. The agreement is backed by, among other things, resolutions of the Board of Directors of the plaintiff authorising Chidhindi to enter into such an agreement.

d The evidence

[45] The plaintiff called four witnesses: Madzika, one Vote Muza [*"Muza"*], at all material times a legal practitioner and the senior partner at Muza & Nyapadi, and the one tasked with the transfer of the immovable property. The plaintiff also called Murerwa and Chidhindi. The first defendant gave evidence for himself and the second defendant.

[46] The witnesses' evidence in chief was tailor-made to suit the divergent narratives of the parties as set out above. It is not intended to reproduce slavishly all what each of the witnesses said. Only material or outstanding aspects of such evidence will be commented upon.

i/ Newton Chirimudumbu Madzika

[47] Madzika stated that he was appointed by the defendants as agent to sell Fortress Hospital. He was the one who engaged the plaintiff. The plaintiff had shown interest in acquiring Fortress Hospital. He claimed that the full purchase price for the hospital was paid over to the defendants.

[48] Madzika relied on some document referred to as the 'certificate of full payment', allegedly signed by the first defendant on 9 December 2014, acknowledging receipt of the full purchase price for Fortress Hospital. It reads:



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“CERTIFICATE OF FULL PAYMENT

I, Dr Munyaradzi Kereke, (I.D. 63-785927-D-04) confirms that Mr. Newton Madzika (I.D. 77-038105-V-77) has fully discharged all his financial obligations to Tomorrow Today Yesterday Trust. All payments due on the Sale of Fortress Hospital, (particularized as follows, hospital building, all hospital equipment, furniture & fittings) have been settled. For the avoidance doubt, I and Tomorrow Today Yesterday Trust no longer have any interest (financial or otherwise in Briward Trading (Pvt) Ltd t/a Fortress Hospital of Chipukutu, Ruwa.)”

- [49] It is common cause that Tomorrow Today Yesterday Trust was the first defendant’s family trust with a controlling interest in the second defendant.
- [50] Relying on some agency agreement between Tomorrow Today Yesterday Trust and Health Body Image [Pvt] Ltd allegedly signed respectively by the first defendant and himself on 1 August 2014, and some board resolution for the second defendant allegedly signed by two individuals, Charles Imbayago and Sibusisiwe Dube as director and secretary respectively, authorising him to sell the immovable property, Madzika insisted he had the full mandate to sign agreements of sale on behalf of the defendants for the disposal of Fortress Hospital.
- [51] Madzika denied his mandate had ever been revoked and maintained that he continued to represent the first defendant on other transactions even when he was in prison. He claimed he was seeing for the first time in court the first defendant’s alleged communication dated 9 December 2014 purporting to terminate his mandate. He said it had never been served on him.
- [52] Madzika further testified that of the US\$650 000 for the assets connected to Fortress Hospital that he received from the plaintiff, he kept it all, or part of it, as fees for the numerous services he had rendered to the defendants, and for which he had not been paid.
- [53] Madzika also said that he utilized some of the amounts he received from the plaintiff to settle some third-party writs of execution worth about US\$300 000 to secure the release from attachment the assets for the hospital.
- [54] However, in cross-examination on various aspects, Madzika conceded, among other things, that the quantum of the writs of execution in question was no more than

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US\$30 000, that indeed, he received several payments from the plaintiff running into over a million dollars but claimed that the plaintiff was buying equity in the private companies or trusts owned by himself and his wife such as Health Body Image [Pvt] Ltd, Providence Trust, Worldwide Investment Trust, and so on.

[55] Furthermore, Madzika acknowledged a letter from Muza & Nyapadi to the plaintiff dated 13 January 2015 confirming that as at that date the plaintiff still owed the defendants the sum of US\$100 000 on the immovable property.

[56] Still further, Madzika confirmed that at the time when the plaintiff paid the ZW\$700 000 into the defendant's account with Kingdom/Afrasia Bank, the institution was already facing liquidity challenges. Crucially, Madzika conceded that the deposit would be considered as payment only if the defendants had successfully withdrawn it.

ii/ *Vote Muza*

[57] At the outset, the first defendant objected to Muza testifying on behalf of the plaintiff allegedly because he and his firm had represented the defendants in the whole transaction. However, upon satisfying myself that Muza's role had predominantly been that of a conveyancer, I overruled the objection.

[58] Muza confirmed he had been appointed to effect transfer of the immovable property but that he had never got down to doing it. He implied that subsequently, the first defendant had surreptitiously uplifted his entire file of papers from his office. However, in cross-examination on this aspect, Muza was confronted with a covering letter by himself on 19 August 2021 to the first defendant handing over the file. He claimed to have no recollection of that letter.

[59] Initially, asserting that the defendants had been fully paid for Fortress Hospital, in cross-examination Muza confirmed the aforesaid letter of 13 January 2015 and conceded that the balance of US\$100 00 had never been remitted to the defendants as the plaintiff had subsequently given instructions and authorization for him to utilize the amount as his fees for professional services rendered.





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[60] Muza also confirmed the parlous financial state of Kingdom/Afrasia Bank at the time of the deposit of \$700 000 and that the bank went into liquidation soon thereafter. He admitted that the defendants did not get access of the funds for a very long time.

iii/ *Zacharia Stanford Murerwa*

[61] Murerwa is the current Chairman of the plaintiff's Board since 2 June 2023. Previously, he had been a consultant for the plaintiff on various projects.

[62] Upon assuming the post of Board Chairman, Murerwa said he decided to get to the bottom of the transaction relating to Fortress Hospital because he had discovered that despite the plaintiff having paid for it, it still did not have title of the immovable property. He invited the first defendant to several meetings at his office for discussions on the matter.

[63] Murerwa maintained that the plaintiff entered into the 31 August 2023 following severe threats by the first defendant. He alleged the first defendant misrepresented the true facts. Among other things, the first defendant claimed that the defendants had not been paid for the hospital. However, if the plaintiff's board and senior management had had knowledge of the certificate of full payment aforesaid and the rest of the other documents that proved that the plaintiff had paid fully for the hospital, it would not have agreed to the 31 August 2023 agreement.

[64] Murerwa testified that the first defendant threatened to repossess the hospital and re-sell it to other people. He sent evaluators during working hours to induce fear and uncertainty in the members of staff. He threatened to refund the plaintiff's payments in the local currency. This would be a monumental loss to the plaintiff.

[65] Murerwa alleged that in order to avoid losing the hospital and thereby save its investment, the plaintiff had reluctantly agreed to the 31 August 2023 agreement. But because it was induced by fraud or duress it should be set aside and all the payments made by the plaintiff in respect of it must be refunded,





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iv/ *Gaylord Chidhindi*

[66] Chidhindi is the current Chief Executive Officer for the plaintiff since 1 August 2023. Prior to that, he had been the acting Chief Executive Officer since 26 June 2023. Prior to that, he had been the General Manager of the funeral wing of the Harare Municipality.

[67] Chidhindi insisted that the 31 August 2023 agreement was induced by fraud and duress by the first defendant. He claimed, among other things, that the first defendant had wielded a gun in one of their meetings during which he had threatened to shoot members of the Board. Chidhindi said on another occasion the first defendant nearly ran over the late Mr Puzo with his Ford motor vehicle.

[68] However, in cross-examination Chidhindi conceded that none of the first defendant's threats or acts of violence was ever reported to the police. Furthermore, despite initially claiming that the 31 August 2023 agreement was crafted by the first defendant, he eventually conceded that the agreement was drafted jointly by *Mr Chishiri* and the first defendant.

[69] After Chidhindi, the plaintiff closed its case.

v/ *Munyaradzi Kereke*

[70] The first defendant's evidence supported the narrative set out in the defendants' case as outlined above. In summary, he maintained that following a shareholder valuation of Fortress Hospital, the price for any sale of it as a going concern would not be less than US\$1.4 million, that Madzika was privy to this evaluation, that the plaintiff had never fully paid for the hospital despite uninterrupted use and enjoyment since November 2014, and that both the plaintiff and Newton Madzika who had a separate relationship of their own, had tried to take advantage of his incarceration to grab his family investment virtually for free.

e **The issues**

[71] From the divergent versions of the facts as presented by the parties, the issues for determination may be summarized as follows:



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- Was the 31 August 2023 agreement induced by the fraud of, or duress, or any other kind of improper pressure brought to bear by the first defendant upon the plaintiff?
- Did the plaintiff pay the defendants the full purchase price for Fortress Hospital as had been agreed upon by the parties?
- Is the plaintiff entitled to the relief it seeks?

f The law on fraud and duress

[72] Fraud is wrongful conduct that is criminal. It is deception for personal gain. The bedrock of fraud is misrepresentation: see *Zemqos Incorporated [Pvt] Ltd v City Parking [Pvt] Ltd & Ors* 2020 (1) ZLR 434 [H], at 442.

[73] In *Mlambo v Mupfiga* 2014 (1) ZLR 103 [H] I summarized the law on duress as follows, at p 134A – E:

“Duress or coercion, in jurisprudence, is where someone performs an act as a result of violence or threats of violence or some other pressure. In the law of contract, duress, or *metus*, relates to a situation where someone enters into an agreement as a result of threats. Such a contract is voidable at the instance of the aggrieved party. Consent which is a result of coercion is not true consent: see *Broodryk v Smuts NO* 1942 TPD 47 at p 53 and *Arend v Astra Furnishers (Pty) Ltd* 1974 (1) 298 (C) at p 305 – 306.

Where a party seeks to avoid a contract on the basis of duress he or she must establish five elements. These are:

1. That the fear was a reasonable one.
2. That the fear was caused by the threat of some considerable evil to that party or his family or property.
3. That the threat was that of an imminent or inevitable evil.
4. That the threat or intimidation was unlawful or *contra bonos mores*.
5. That the moral pressure used caused damage.

See *Arend's* case, *supra*, at p 306A – C and *Machanick Steel & Fencing (Pty) Ltd; Machanick Steel & Fencing (Pty) Ltd v Transvaal Cold Rolling (Pty) Ltd* 1979 (1) SA 265 (W). See also RH CHRISTIE: *Business Law in Zimbabwe*, 2nd ed, at p 83, and the cases referred to therein.

In my view, the five elements above are considered cumulatively.”

g Analysis of the evidence

[74] Of the plaintiff's witnesses who testified on the fraud and duress allegedly by the first defendant, Chidhindi was the most belligerent. But with all due respect, he was the least credible. His evidence was spiced with exaggeration and hyperbole. Outstanding in this regard were his gratuitous claims that on one occasion the first defendant wielded a gun and threatened to shoot all such members of the plaintiff's board as

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were opposed to the 31 August 2023 agreement. He also claimed that on another occasion, the first defendant tried to run over the late Mr Puzo with his Ford motor vehicle.

- [75] In his exuberance, Chidhindi made veiled references to, or insinuations of the first defendant's ability to use occult powers of the netherworld to cause death to the living. Of course, he did not use such words. But this is deductive reasoning. He testified that on one occasion the first defendant advised the board chairman to protect the members of his board because they were prone to die from accidents, poison or gun shots. As a matter of fact, Mr Puzo died at the pith of the negotiations. According to Chidhindi, this death occurred a week or two after the first defendant's nether threats aforesaid.
- [76] If Chidhindi's evidence is discounted for exaggeration and hyperbole, as it ought to be, there will be nothing left of it. The first defendant, whose cross-examination of witnesses, despite his being unrepresented, was quite skilful, managed to show that Chidhindi's evidence was false. Among other things, Chidhindi had always been around with the plaintiff's senior personnel throughout the history of the transaction on Fortress Hospital, including the period that Rukasha was the Chief Executive Officer. As such, among other things, he could not legitimately claim to have been unaware of the paper trail and developments leading to the 31 August 2023 agreement.
- [77] Still on Chidhindi, the first defendant extracted the concession that despite that the alleged wielding of a gun, or the attempt to run over the late Mr Puzo were obvious acts of violence and downright criminal, none of them was reported to the police. None of the plaintiff's other witnesses corroborated Chidhindi. The first defendant denied he has ever owned a gun or that he has ever owned a Ford motor vehicle. The plaintiff did not disprove this.
- [78] It is the finding of this court that Chidhindi's evidence is unworthy of belief. It is also the finding of this court that the plaintiff's cause of action in its entirety is extremely contrived. No fraud has been proved. No elements of misrepresentation as would have



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induced the signing of the 31 August 2023 have been shown. There was no duress. For duress to succeed, the fear induced must, among other things, be reasonable: see *Mlambo's* case above. The plaintiff's alleged fears herein were manifestly fanciful.

- [79] Murerwa testified that what amounted to duress was the first defendant's threats to resile from the original transaction, coupled with the threat to repossess Fortress Hospital against a refund to the plaintiff of its previous payments, but all in the local currency.
- [80] According to Murerwa, the fear that played in the minds of the plaintiff's personnel was that the loss of value of the plaintiff's investments would be colossal because, among other things, the refund in local currency would amount to no more than a paltry US\$2 000.
- [81] But it turned out that the plaintiff's own payment for Fortress Hospital through the bank transfer in 2014 had been in the local currency. Among other things, if the first defendant threatened to repossess the hospital and make refunds in the same currency, then the fear of loss cannot objectively be classified as having been reasonable. Surely what was good for the goose would be good for the gander too.
- [82] But the plaintiff's cause of action is perilous in numerous other respects. For example, the first defendant managed to prove that even if the 7 November 2014 agreement was valid, and the US\$800 000 mentioned therein as the true purchase price for the immovable property, was true, that amount was never paid at all, or in full. This is believable.
- [83] Contrary to the weight of the plaintiff's evidence through all its witness, and the so-called certificate of full payment in December 2014, the first defendant managed to show, through the letter from Muza & Nyapadi of 13 January 2015, and the several concessions in cross-examination, that at the very least, the balance of US\$100 000 was never paid to the defendants. It was converted to Muza's fees for services rendered to the plaintiff and upon the plaintiff's specific authorization.

- [84] The first defendant managed to show, among other things, through concessions from the plaintiff's witnesses, particularly Muza and his other letter of 6 November 2014, that the agreement between the parties concerning the plaintiff's inter-account transfer of the \$700 000 through the troubled Kingdom/Afrasia Bank, and in the local currency way back in 2014, would only be considered as true payment upon the defendants getting access to it.
- [85] As it happened, it was more than 8 ½ years later that the defendants eventually got access to the money. Therefore, in effect, the plaintiff had never paid for the hospital when the first defendant came out of prison and vigorously started pursuing closure of the transaction.
- [86] The so-called certificate of full payment of 9 December 2014 is not worth the paper it was written on. With due respect, the plaintiff should have been embarrassed to place any reliance on it. Intrinsically, it is about Madzika trying to exonerate himself from his obligations towards the defendants. The document is as fake as they come.
- [87] The court finds that in spite of the first defendant's attempt to disown the 7 November 2014 agreement, Madzika did have the mandate from the defendants to conclude that agreement. However, that is just about all that the plaintiff has proved. As the finding has already been made above, the plaintiff did not perform its side of the contract. The certificate of full payment is at war with the rest of the evidence, including Muza's letter of 13 January 2015 above.
- [88] Madzika's role in this whole debacle is so suspicious as to warrant further investigation. Among other things, the paper trail in this matter shows that the plaintiff has paid him, through some special purpose vehicles, vast sums of money. Some of the amounts, such as the sum of US\$650 000, correlate neatly with the amount of the purchase price for the assets connected to the hospital as referred to in the addendum to the agreement of sale on 7 November 2014.
- [89] Madzika's evidence on these payments was vague. Among other things, he claimed entitlement to some of those funds for services allegedly rendered to the defendants





by him over a long period of time for which he had not been paid. But not a single document backs him up on this.

- [90] Madzika's attempt to explain away some huge holes in the accounts by reference to writs of execution in the region of US\$300 000 was exposed when the first defendant showed that the value of those writs was no more than \$30 000.
- [91] In contrast, there are some documents that show that Madzika received from the plaintiff huge sums of money running into over a million dollars. The plaintiff's initial evidence through Murerwa, before subsequent concessions, was that the payments were for Fortress Hospital.
- [92] However, before Murerwa, Madzika had testified that those huge amounts had been payment by the plaintiff for the purchase of equity in Madzika's special purpose vehicles.
- [93] Both Murerwa and Chidhindi had to concede that almost a decade later after those payments, the plaintiff still had nothing to show in its balance sheet for those alleged investments.
- [94] The plaintiff is a public body which is critical to the health and welfare of a significant portion of the workforce of this country. Public funds must be fully accounted for. Evidence at the trial was that the whole transaction pertaining to Fortress Hospital was under investigation by ZACC. It is hoped that the investigation will get to the bottom of the matter. But for this case, the defendants, on whom the onus of proof did not lie, managed to show that, among other things, no payment was received by the defendants for the assets connected with Fortress Hospital.
- [95] There are other aspects of the evidence that show that the plaintiff has completely failed to prove its case. Such of the credible paper trail as can be spread into a coherent compendium tends to support the defendants' version more than that of the plaintiff. For example, reference has already been made to the memorandum of understanding in October 2014 between the defendants and the plaintiff, then represented by the late Mr Puzo, showing that, among other things, the defendants, as



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sellers, were looking at an amount well in excess of US\$1.4 million for the hospital and its assets, not the mere US\$800 000 the plaintiff has insisted on.

- [96] Furthermore, pre-sale evaluations by the defendants, as sellers, relate to figures in the region well in excess of the amount of \$800 000 aforesaid.
- [97] Even in terms of the dubious memorandum of understanding dated 31 October 2014, between the plaintiff and one of Madzika's special purpose vehicles, Worldwide Investments Trust, which claimed, among other things, to own 100% of the interest in Fortress Hospital, of which 57% would be disposed of to the plaintiff at US\$714 000, would mean that mathematically, as the first defendant stressed, the 100% of such interest would amount to over US\$1.2 million.
- [98] Part of the evidence of the plaintiff was some forensic audit report by a dubious firm of auditors called SBS Consultants which concluded that, among other things, the plaintiff had fully paid for the hospital but that in spite of that, the defendants were refusing to transfer the property.
- [99] The first defendant spectacularly discredited the aforesaid forensic audit report by producing correspondence from the watchdog of the accounting profession, the Public Accounts and Auditors Board, to the effect that SBS Consultants were not a registered firm of auditors in terms of the Public Accounts & Auditors Act [*Chapter 27:12*], and that therefore they were not fit and proper to provide audit services in Zimbabwe. The plaintiff had no answer.
- [100] The 31 August 2023 agreement draws its credibility from the fact that, among other things, resolutions of the plaintiff's board authorised Chidhindi to enter into such an agreement. Furthermore, in the negotiations between the parties leading to that agreement, the plaintiff was assisted by Counsel, who among other things produced the original draft to which the first defendant made minor corrections. There has been no evidence to show that the first defendant concealed anything from the plaintiffs.
- [101] In trying to discredit the defendants' case, Counsel for the plaintiff, *Mr Musarurwa*, argues that, contrary to their initial stance that they would call two witnesses, namely





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Rukasha and a handwriting expert, the defendants did not do so, and that therefore their case must fall on its face.

[102] Counsel says Rukasha would have corroborated the first defendant's own evidence on some crucial aspects pertaining to what exactly the parties had agreed upon and the question of duress. The handwriting expert would have shed light on the documents in respect of which the first defendant has challenged his signature, for example the certificate of full payment.

[103] However, the court is satisfied that the defendants did not need any further evidence. The plaintiff has failed to prove any aspect of its case. The first defendant destroyed the plaintiff's case completely. The plaintiff has no case. This suit is manifestly opportunistic. The defendants are entitled to judgment.

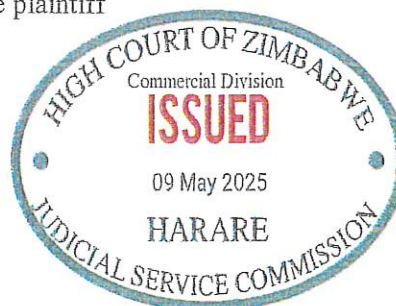
[104] The defendants seek costs on the legal practitioner and client scale. Given the analysis above, such scale of costs is eminently justified even though the defendants were not represented at the trial.

[105] In the final analysis, the following order is hereby made:

The plaintiff's claims are hereby dismissed with costs on the attorney and client scale.

9 May 2025

Saunyama Dondo, legal practitioners for the plaintiff



IN THE HIGH COURT OF ZIMBABWE
COMMERCIAL COURT DIVISION
HELD AT HARARE

CASE NO: R-HCHC745/23

In the matter between:

HARARE MUNICIPAL MEDICAL AID SOCIETY

and

MUNYARADZI KEREKE

and

BRIWARD TRADING PRIVATE LIMITED

Plaintiff

1st Defendant

2nd Defendant



DEED OF SETTLEMENT

TUESDAY 16 APRIL 2026

Mr W Chishiri for the Plaintiff

T Nyakunika for the First and Second Defendant

THE PARTIES

1. HARARE MUNICIPAL MEDICAL AID SOCIETY, a medical aid society duly registered and incorporated in terms of the laws of Zimbabwe, with its principal place of business situated in Harare, Zimbabwe (hereinafter referred to as the "Plaintiff");
2. MUNYARADZI KEREKE, an adult male person, the proprietor and representative of Briward Trading Private Limited, resident in Zimbabwe (hereinafter referred to as the "1st Defendant"); and
3. BRIWARD TRADING PRIVATE LIMITED, a private limited company duly registered and incorporated in terms of the laws of Zimbabwe

BACKGROUND AND RECITALS

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WHEREAS, the Plaintiff instituted proceedings against 1st and 2nd Defendants seeking an order of for the cancellation of an agreement of sale of 31st August 2023; an order for compelling the Defendants to effect transfer of certain piece of land situate in the district of Goromonzi called Stand Number 9653 Ruwa Township of Chipukutu of Sebastopol measuring 2956 square metres held under Deed of Transfer Number 5419/2007; payment of the sum of US\$138 000.00 paid to the First Defendant; and costs of suit.

AND WHEREAS, the 1st and 2nd Defendants opposed the claims by the Plaintiff, and the matter was subsequently placed before a Judge of the High Court for Pre-Trial Conference.

AND WHEREAS, the Plaintiff and Defendants mutually discussed the real and substantive issues constituting their dispute and are desirous to have their dispute resolved amicably.

AND WHEREAS the First and Second Defendants, through the 1st Defendant as proprietor and representative of the 2nd Defendant, opposed the Plaintiff's claim. The matter proceeded to a full trial before the Honourable Justice Mafusire, who dismissed the Plaintiff's claim.

AND WHEREAS, aggrieved by the judgment of the court a quo, the Plaintiff appealed to the Supreme Court of Zimbabwe under Case Number SC654/25 with Supreme Court setting aside the judgment of the High Court in its entirety and remitting the matter to the High Court for a trial de novo before a different judge.

AND WHEREAS the matter is currently pending before the Honourable Justice Musithu under Case Number R-HCHC745/23.

AND WHEREAS on 26 January 2026, the First Defendant filed a separate claim against the Plaintiff under Case Number HCH320/26, seeking an order for payment of US\$262,000.00 (Two Hundred and Sixty-Two Thousand United States Dollars), being the alleged balance of the purchase price, alternatively seeking cancellation of the Original Agreement and

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repossession of the Property and all equipment. The claim is opposed by the Plaintiff and the matter is now awaiting set-down for pre-trial conference.

AND WHEREAS the 1st Defendant also filed a Chamber Application for Directions Under Case Number HCHC45/26.

AND WHEREAS by a Case Management Order dated 24 March 2026 in R-HCHC745/23, the Honourable Justice Musithu directed the Parties to convene a round-table meeting for the purpose of discussing and narrowing down contested issues.

AND WHEREAS pursuant to the said directive, the Parties convened a round-table meeting on 16 April 2026, at which meeting the Parties agreed in principle to settle all disputes and claims between them.

AND WHEREAS the First and Second Defendants have proposed, and the Plaintiff has accepted, settlement of all claims and disputes between the Parties for the sum of US\$60 000.00 (Sixty Thousand United States Dollars), on the terms and conditions set out in this Deed of Settlement.

AND WHEREAS the Parties now wish to record the terms and conditions of their settlement in this Deed of Settlement, which shall be filed in the High Court under Case Number R-HCHC745/23 for the purpose of obtaining an order in terms thereof.

NOW THEREFORE IT IS AGREED AND RECORDED AS FOLLOWS:

SUPERSESION OF PRIOR AGREEMENTS

1. The Parties confirm and agree that save for the 7 November 2014 agreement of sale for the immovable property and its addendum of the same date, all prior agreements, whether written or oral, concluded between them in relation to the

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sale of the Property and the moveable equipment, including but not limited to the Agreement of 31 August 2023, shall, upon the signing of this Deed of Settlement, stand cancelled and be of no further force or effect.

2. This Deed of Settlement shall supersede and replace all prior agreements between the Parties in respect of the Property and the moveable equipment, and the relationship between the Parties in relation thereto shall, with effect from the date of signature hereof, be entirely and exclusively governed by the terms of this Deed of Settlement.
3. Save for the 7 November 2014 agreement of sale and its addendum of the same date, no prior agreement, representation, warranty, or undertaking made or given by any Party in connection with the Property or the moveable equipment, shall have any legal effect or binding force as between the Parties, save and except to the extent expressly set out in this Deed of Settlement.

ACKNOWLEDGEMENT OF PLAINTIFF'S RIGHTS IN THE PROPERTY

4. By effect of this Deed of Settlement, the First and Second Defendants hereby irrevocably confirm, acknowledge, and agree that the Plaintiff is the lawful holder of all rights, title, and interests in and to the immovable property known as Stand 9653 Ruwa Township of Chipukutu of Sebastol situate in the District of Goromonzi, held under Deed of Transfer No. 5419/2007 (hereinafter referred to as the "Property").
5. The First and Second Defendants hereby irrevocably confirm, acknowledge, and agree that neither the First Defendant nor the Second Defendant shall henceforth hold any claim, right, title, interest, lien, charge, or encumbrance whatsoever in or over the Property, or any moveable equipment situated thereon or forming part of the said sale.

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6. The 1st and 2nd Defendants hereby irrevocably waive, abandon, and relinquish any and all claims, rights, or interests which they had in and to the Property known as Stand Number 9653 Ruwa Township of Chipukutu of Sebastol situate in the District of Goromonzi, held under Deed of Transfer No. 5419/2007 and the moveable equipment.

TRANSFER OF THE IMMOVEABLE PROPERTY AND MOVEABLE EQUIPMENT

7. In consideration of the payment by the Plaintiff of the settlement sum referred to in Clause 11 below, and as a material term of this Deed of Settlement, the First and Second Defendants undertake and agree, within 24 hours of the signing of this Deed of Settlement, to sign all transfer documents, powers of attorney, deeds of transfer, and all other papers and instruments whatsoever as may be required, requested, or necessary to give effect to the transfer of the Property from the Second Defendant to the Plaintiff.
8. The First and Second Defendants shall render all reasonable assistance and cooperation, including executing any further documents and attending Zimra interviews, attending at any office or institution as may be required, to ensure that transfer of the Property is effected as expeditiously as possible.
9. All costs and charges associated with the transfer of the Property, including conveyancing fees, stamp duty, registration fees, and any other costs incidental to the transfer, shall be borne by the Plaintiff.
10. In the event that the First and Second Defendant fail, refuse, or neglect to sign the transfer documents within the period stipulated in Clause 7 above, the Sheriff of the High Court shall sign all such documents on behalf of the defaulting party.

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SETTLEMENT AMOUNT AND PAYMENT TERMS

11. In full and final settlement of all claims, disputes, causes of action, counterclaims, and demands of whatsoever nature arising between the Parties, including but not limited to the claims in Case Number R-HCHC745/23, Case Number HCH320/26, and Case Number HCHC45/26, the Plaintiff agrees to pay to the First and Second Defendants the aggregate sum of US\$60,000.00 (Sixty Thousand United States Dollars) (hereinafter referred to as the "Settlement Amount"), payable in the manner set out below.
12. The Settlement Amount shall be paid in four (4) installments as follows:
 - a) **FIRST INSTALLMENT:** The sum of US\$10,000.00 (Ten Thousand United States Dollars) shall be paid in cash in United States Dollars not later than three working days from the date of signing of this Deed of Settlement.
 - b) **SECOND INSTALLMENT:** The sum equivalent to one-third (1/3) of the balance of US\$50,000.00 (Fifty Thousand United States Dollars), being US\$16,666.67 (Sixteen Thousand Six Hundred and Sixty-Six United States Dollars and Sixty-Seven Cents), shall be paid in Zimbabwe Gold (ZiG) currency at the prevailing interbank exchange rate on or before the 30th day of May 2026;
 - c) **THIRD INSTALLMENT:** The sum equivalent to one-third (1/3) of the balance of US\$50,000.00 (Fifty Thousand United States Dollars), being US\$16,666.67 (Sixteen Thousand Six Hundred and Sixty-Six United States Dollars and Sixty-Seven Cents), shall be paid in Zimbabwe Gold (ZiG) currency at the prevailing interbank exchange rate on or before the 30th day of June 2026;
 - d) **FOURTH INSTALLMENT:** The remaining sum equivalent to one-third (1/3) of the balance of US\$50,000.00 (Fifty Thousand United States Dollars), being US\$16,666.66 (Sixteen Thousand Six Hundred and Sixty-Six United States Dollars and Sixty-Six Cents), shall be paid in Zimbabwe Gold (ZiG) currency at the prevailing interbank exchange rate on or before the 30th day of July 2026.
13. All installment payments in local currency shall be made at the prevailing interbank exchange rate on the date of payment.

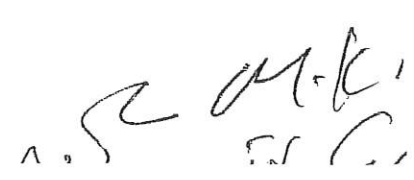
WSE M.K.
for P.R.

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14. All payments shall be made by electronic funds transfer or such other method of payment as may be agreed upon in writing between the Parties. The First and Second Defendants shall, within three (3) business days of the signing of this Deed of Settlement, provide to the Plaintiff the banking details of the account into which payments are to be made.
15. In the event that the Plaintiff fails to make payment of any installment on the due date, the Plaintiff shall be given seven (7) calendar days' written notice to remedy the breach. If the Plaintiff fails to remedy the breach within the said seven (7) day period, the First and Second Defendants shall be entitled to approach the Honourable Court for enforcement of this Deed of Settlement.

FULL AND FINAL SETTLEMENT

16. This Deed of Settlement constitutes full and final settlement of all claims, demands, causes of action, counterclaims, and disputes of whatsoever nature and howsoever arising between the Parties, including but not limited to:
 - a) All claims instituted or arising from Case Number R-HCHC745/23 before the Honourable Justice Musithu in the Commercial Court Division of the High Court of Zimbabwe;
 - b) All claims instituted or arising from Case Number HCH320/26 filed by the 1st Defendant against the Plaintiff;
 - c) The application for directions in Case Number HCHC45/26 filed by the 1st Defendant against the Plaintiff;
17. Each Party hereby releases and discharges the other Parties from any and all claims, demands, actions, causes of action, costs, expenses, and liabilities of any nature whatsoever, whether past, present, or future, arising from or in connection with the disputes, litigation, and transactions described in this Deed of Settlement.



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18. Neither Party shall, after the date of this Deed of Settlement, institute or pursue any claim, action, or proceeding against any other Party in connection with any of the matters that are the subject of this Deed of Settlement.

WITHDRAWAL OF PENDING CLAIMS

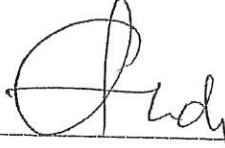
19. Upon the signing of this Deed of Settlement, the First Defendant undertakes to file a notice of withdrawal of his claim against the Plaintiff in Case Number HCH320/26 in the High Court of Zimbabwe, with each party bearing its own costs.
20. Upon the signing of this Deed of Settlement, the First Defendant further undertakes to file a notice of withdrawal of the application for directions under Case Number HCHC45/26 in the High Court of Zimbabwe, with each party bearing its own costs.
21. The withdrawals contemplated in Clauses 18 and 19 shall be effected within 24 hours of the signing of this Deed of Settlement.
22. The Parties shall cooperate in taking all necessary steps to have the proceedings in Case Number R-HCHC745/23 finalized by consent in terms of this Deed of Settlement, including filing the necessary papers in the Honourable Court.

COSTS

23. Each Party shall bear its own legal costs incurred in connection with the litigation between the Parties and the conclusion of this Deed of Settlement.
24. In particular, no order as to costs shall be sought by any Party against any other Party in respect of the proceedings in Case Numbers R-HCHC745/23, HCH320/26, and HCHC45/26.

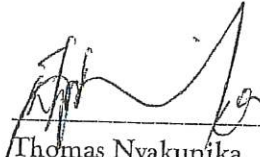

T.W.

Chishiri & Associates
Plaintiff's Counsel
18 Dan Judson Road
Milton Park
HARARE



Mr G Chidindi
Chief Executive Officer
Plaintiff
24 J. Tongogara
HARARE

93
First Defendant
5 Jealous Gardens, Glen Helen Way
Glen Lorne
HARARE



Thomas Nyakunika
Thomas Nelson Attorneys
1st and 2nd Defendant's Legal Practitioners
72 Lanark, Avondale
HARARE

IN THE HIGH COURT OF ZIMBABWE
COMMERCIAL COURT DIVISION
HELD AT HARARE

94
CASE NO: R-HCHC745/23

In the matter between

HARARE MUNICIPAL MEDICAL AID SOCIETY

PLAINTIFF

AND

MUNYARADZI KEREKE

1ST DEFENDANT

AND

BRIWARD TRADING [PRIVATE] LIMITED

2ND DEFENDANT

ORDER BY CONSENT

Before the Honourable Judge Musithu J.

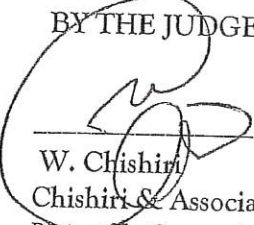
Mr W Chishiri for the Plaintiffs

Mr T Nyakunika for the First and Second Defendants

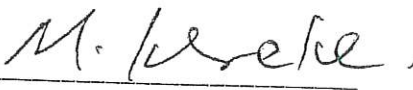
Whereupon after reading documents filed of record and hearing Counsels it is ordered that by consent:

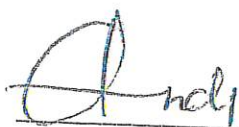
1. The deed of settlement signed and executed by the parties on the 16th of April 2026 and filed of record is hereby incorporated as part of this Order.
2. By effect of the Deed of Settlement, the Plaintiff be and is hereby declared the lawful holder of rights and interests in an immoveable property known as Stand 9653 Ruwa Township of Chipukutu of Sebastopol situate in the District of Goromonzi held under Deed of Transfer No 5419/2007.
3. The First and Second Defendants shall effect transfer of the immoveable property to the Plaintiff within 60 days failing which the Sheriff is ordered to sign all transfer documents providing title to the Plaintiff.
4. Each party shall bear its own costs.

.....
BY THE JUDGE

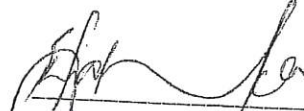

W. Chishiri
Chishiri & Associates
Plaintiff's Counsel
18 Dan Judson Road
Milton Park, HARARE

.....
BY THE REGISTRA


MUNYARADZI KEREKE
First Defendant
5 Jealous Gardens, Glen Helen Way
Glen Lorne
HARARE



Mr G Chidindi
Chief Executive Officer
Plaintiff
24 J. Tongogara
HARARE



Thomas Nyakunika
Thomas Nelson Attorneys
1st and 2nd Defendant's Legal Practitioners
72 Lanark, Avondale
HARARE

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"I"

**IN THE HIGH COURT OF ZIMBABWE COMMERCIAL DIVISION
HELD AT HARARE**

Case No. R-HCHC745/23

In the matter between:

**HARARE MUNICIPAL MEDICAL AID
SOCIETY**

PLAINTIFF

AND

**MUNYARADZI KEREKE
AND
BRIDWARD TRADING**

R-HCHC745/23



1st DEFENDANT

2nd DEFENDANT

HARARE: Sunday, the 26th day of April 2026

Before Honourable Mr Justice Musithu J

W. Chishiri for the plaintiff

T. Nyakunika for the first and second defendants

Summons Commencing Action,

WHEREUPON, after reading documents filed of record

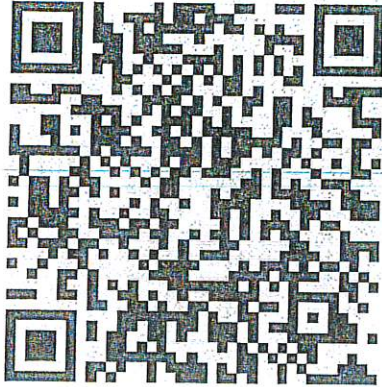
IT IS ORDERED BY CONSENT THAT:

1. The deed of settlement signed and executed by the parties on 16 April 2026 and filed of record is hereby incorporated as part of this order.
2. By effect of the Deed of Settlement, the Plaintiff is hereby declared the lawful holder of rights and interests in an immovable property known as Stand 9653 Ruwa Township of Chipukutu of Sebastopol situate in the District of Goromonzi held under Deed of Transfer No 5419/2007.
3. The first and second defendants shall effect transfer of the immovable property to the Plaintiff within 60 days, failing which the Sheriff is ordered to sign all transfer documents providing title to the Plaintiff.
4. Each party shall bear its own costs.


BY THE JUDGE

97

REGISTRAR



HH

0101758

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IN THE HIGH COURT OF ZIMBABWE

HELD AT HARARE

Case No. HC 4857/16

REF HC 4083/16

In the matter between:

DR MUNYARADZI KEREKE

APPLICANT

AND

ALLAN MOLAI

RESPONDENT

Harare the 6th day of June 2016
Before the Honourable Mrs Justice Mushore

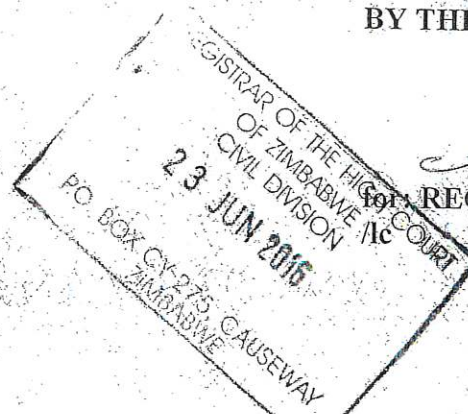
IN CHAMBERS

WHEREUPON, after reading documents filed of record.

IT IS ORDERED THAT:

1. The application for default judgment be and is hereby granted.
2. The respondent shall pay the sum of \$43 600. 00 to the applicant.
3. The respondent shall pay interest on the above stated amount at the rate of 10% per month reckoned from the 1st of March 2016 to date of full and final payment.
4. The respondent shall pay costs of suit on a legal practitioner-client scale.

BY THE JUDGE



Our ref: EM/kpm
Your ref:

8th October 2018

BABA NAAMAI MUGABE
Blue- Roof House
Borrowadale
HARARE

Dear Baba naAmai Mugabe

1. Abuses to KEREKE BY
Grace Mugabe & her
Son.

URGENT

2. Letter Delivered to
"Blue Roof" But Grace
said "Ngaafire Kyen'
Ikoko".

RE: APPEAL FOR YOUR INTERVENTION IN RECOVERING US\$50 000.00 (CASH) OWED BY
RUSSEL GORERAZA AND ALLAN MOLAI TO DR MUNYARADZI KEREKE AND FAMILY

1. We represent Dr Munyaradzi Kereke and his minor children, please take note of our legal interest.
2. We have been instructed by our clients to appeal to you to help in the recovery of a long- outstanding debt of US\$41 600 (cash before interest) owed to Dr Munyaradzi Kereke and his family by Mr Allan Molai and Mr Russel Goreraza.
3. BROAD FACTS ON THE DEBT
 - 3.1 The genesis of the debt is that Mr Allan Molai and Mr Russel Goreraza misused US\$100 000.00 (one hundred thousand dollars) that belonged to some investors who wanted to buy minerals in Zimbabwe.
 - 3.2 The swindled investors then threatened to report the matter to the Zimbabwe Republic Police if they were not immediately repaid their money.
 - 3.3 Through the interventions of Dr Tizora who at that time worked at State House in the President's Office, Dr Munyaradzi Kereke and Lt General S. B Moyo who at that time was in the Ministry of Defence (now Hon. Minister of Foreign Affairs) were asked to assist to salvage the situation which could have caused untold damage even to the First Family then.
 - 3.4 Dr Munyaradzi Kereke and Lt General S.B Moyo then assisted but a balance of US\$41 600.00 due to Dr Munyaradzi Kereke was not paid back by the two.

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- 3.5 This resulted in Civil proceedings which deliberately avoided the criminal sting on this matter and our client got the High Court Judgement as hereto attached as Annex 1 against Mr. Molai.
- 3.6 Please take note that as per guidance and advice from Dr Tizora, Mr Russel Goreraza's name was not included in the Court papers. Dr Tizora took the entire pack of papers that implicated Mr Russel Goreraza. Dr Tizora argued that it was his duty to protect the name of the First Family. Our client duly complied without question though gravely injured by Mr Goreraza too.
- 3.7 Amai Mugabe, our client also wishes to remind you of the unfortunate incident where in a fit of rage, Mr Russel Goreraza smashed Dr Munyaradzi Kereke's BMW Z3 sports car with an iron bar in a case of mistaken identity of Dr Kereke's cousin who was then driving the car. The police, who, at first had not realised Mr Goreraza's true identity, detained him at Highlands Police Station overnight. On hearing the report of this brutal violence by Mr Goreraza, Dr Munyaradzi Kereke however, opted for the route of peace and advised the ZRP that he did not wish to press charges against Mr Goreraza. Mr Goreraza was subsequently released without a charge to protect your respectable names.
4. Amai naBaba Mugabe, our clients are appealing for your intervention to nudge through parental moral suasion Mr Goreraza and Mr Molai who have been very evasive to do the right thing and make good their long outstanding obligations to our clients. Alternatively, through your large hearts, you can assist them in paying the amount.
5. Given the long period that has elapsed and the reality of changed monetary policy regimes, our clients will be happy to receive as full and final statement US\$50 000.00 in cash or \$120 000.00 in electronic deposit into the following account:

Account Name: Mutandiro, Chitsanga & Chitima
Bank: NMB
Account No: 20210327
Branch: Angwa City, Harare

6. As you know, Dr Munyaradzi Kereke was thrown into prison at Chikurubhi Maximum Security Prison in 2016. He is still at the Courts fighting to clear his good name.
7. As a father of many minor children, Dr Munyaradzi Kereke still has to fund for his family, even from the prison cells. Baba Mugabe, Sir, having yourself spent 11 years in prison you would agree that it is very difficult to support one's family from the confines of prison.

8. It is for this reason that our clients are appealing to yourselves for your help in causing justice to obtain in a matter where the damage to our clients' interests were on the back of Dr Tizora's interventions to protect your interests. We implore to your parental collective responsibility even on our clients as well.
9. Though currently armed with a High Court Order, our clients are not keen to have the Sheriff of the High Court of Zimbabwe move in against Mr Molai as this will, without doubt, trigger a very precipitous ripple effect on Mr Goreraza and in the process yourselves Baba na Amai Mugabe. This eventuality must be avoided by all means possible.
10. Our client prays that this delicate matter be resolved as amicably as possible in the spirit of Christianity.

Yours faithfully

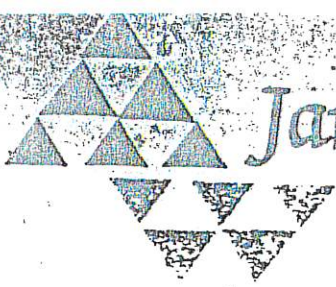


MUTANDIRO, CHITSANGA & CHITIMA

Cc; client

Mr Russel Goreraza

Mr Allan Molai



James Makiya Legal Practitioners

Legal Practitioners, Attorneys, Notaries & Conveyancers
Executors & Administration of Estates,
Trade Mark Agents

12 Belvedere Road, Kopje, Harare. Tel: (04) 779400/ 779401
Cell: 0772 679 879, 0734 170 701 Email: jamesmakiya@webmail.co.za

22 August, 2012

The Law Society of Zimbabwe

5TH Floor Lintas Building

Kwame Nkurumah Ave

Harare

Dear Sirs,

**RE: FORMAL SERIOUS COMPLAINT AGAINST MR CHARLES
WARARA, LEGAL PRACTITIONER, ON ABUSE OF MINOR
CHILDREN AND UNPROFESSIONAL CONDUCT AS A LAWYER**

We represent the legal rights of Mr Muswapadare Taruvinga and Mrs Anna Muswapadare Taruvinga, the grandparents of two minor girl children, Nicole Taruvinga and Tinashe Taruvinga, now aged 13 years and 16, respectively. We are also under instructions to represent the legal rights of these two minor children, Nicole Taruvinga and Tinashe Taruvinga on the grounds that our clients are the grandparents of the two from the father's side. The father of the children, Mr Richard Farai Taruvinga, son of Mr and Mrs Taruvinga has long migrated to the USA where he has remarried, works and stays there virtually permanently. The current legal custodians of the minors, Mr and Mrs Maramwidze stand accused of harming the two minors' interests and wellbeing through acts of neglect and exposure of the children to risks of abuse.

Please take note of our interest.

BACKGROUND

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Because of the gravity of the matter at hand, we present first the family relations between our clients and the two minor children, as well as that between our clients and the legal custodians of the children, before coming to the long unresolved serious complaints against Mr Warara for abuse of the minor children, as well as his continued unbecoming conduct of a licensed legal practitioner in matters affecting minor children.

Our clients, Mr and Mrs Taruvinga have a son named Richard Farai Taruvinga who married Chipso Maramwidze, daughter of Mr and Mrs Maramwidze of Number 54 Rossal Road, Greendale, Harare. This marriage between Richard Taruvinga and Chipso Maramwidze was blessed with the birth of the two minor girls, Nicole and Tinashe Taruvinga, before our clients' son divorced Chipso Maramwidze over 10 years ago.

After the divorce, our clients' son Richard Taruvinga and his ex wife Chipso Maramwidze both independently left the country in search for greener opportunities and ever since they have both stayed out of the country in the USA and the UK, respectively, to this day.

The two minor children, Nicole and Tinashe legally remained under the custody of their grandparents from their mother's side, residing at number 54 Rossal Road Greendale, Harare.

Notwithstanding the rift that ensued between the two families of the Taruvingas and the Maramwidzes after the divorce of their children, occasionally the two minor girls would visit their grandparents on their father's side, Mr and Mrs Taruvinga, especially during school holidays. Sometimes such visits would be to Mr and Mrs Taruvinga's daughter who stayed in Vainona with her family.

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Effectively, therefore, the two minor children were and are under multiple guardianship, as grandparents from both sides would take charge of them each time they visit or stay at a given location, typical of any family setup under the circumstances.

LONG OUTSTANDING COMPLAINTS AGAINST MR CHARLES WARARA

As grandparents of the two minor children, our clients noted with grave concern that Mr Charles Warara who is a close family friend to the Maramwidzes, the legal custodians, frequently takes these two minor girls to alleged extended all night prayer sessions in Glen Forest. It is not clear even up to now what sort of ministry Mr Warara runs that preaches to minor kids all night and frequently.

Lack of Legal Custodial Supervision of Minors During the "Warara Sermons"

Our clients' revulsion arose from getting to know that on many of those alleged all night prayers where Mr Warara would have taken the two girls, Mr and Mrs Maramwidze would not be there to supervise the minor girls such that they will be at the mercy of Mr Charles Warara during such alleged all night ministries.

The Two Minor Children Defected to a New-Years Binge

On one occasion, during such alleged all night prayers when once again Mr Warara had taken the minor girls from the Maramwidzes, it was on a new year's eve, the two girls somehow shockingly managed to sneak away from the alleged mid-night gospel teachings by Mr Warara and went to an all night New Years binge which exposed them to beer drinking adults and other inappropriate social and possible sexual conduct at a known house number here in Harare.

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As grandparents, our clients only got to know about this horrific act of abuse of minor children by Mr Warara when a friend of Tinashe Taruvinga tipped Patience Taruvinga, daughter of Mr and Mrs Taruvinga, that this had happened. Given the importance of safeguarding the interests of minor children, This matter was immediately reported to Mr and Mrs Maramwidze, as well as to Mr Warara himself and they all responded that they had strongly reprimanded the children and they promised that this would never happen again. They covered this up by arguing that the party was at a family friend yet this was later discovered not to be true.

As grandparents of the two minor children, Mr and Mrs Taruvinga remained unsatisfied about the safety of the minor children, especially concerning Mr Warara's frequent alleged all night ministries with the children, apparently with the due consent of those with legal custody, Mr and Mrs Maramwidze. Repeated complaints to the grandparents who had been given legal custody by their daughter were all in vain, as they kept on arguing that the alleged all night prayers at Mr Warara's were above board and that our clients had no business interfering with the goings on in the children's lives.

Our clients further submit that on another occasion, between the 18th and 23rd of August, 2010, one of the minor girl children, Tinashe Taruvinga once again went to Mr Warara's for yet another alleged praying camp in Glen Forest, under the watch of Mr Charles Warara. On the morning of 23 August, 2010 when Tinashe, who at that time was only just over 14 years, was returning from the alleged all night prayers at Mr Warara's, Mr Warara dropped Tinashe at Sam Levy shops early morning at around 5:30 am and asked her to find her way on foot to Vainona where our clients were staying at that time. The questions which came to mind were:

- (a) Why did Mr Warara, a practicing lawyer and a purported man of God act so carelessly as to drop a minor girl child by the road-side so early in the morning instead of dropping her in the hands of adult guardians?
- (b) If indeed Mr Warara was bringing Tinashe, a minor girl, from all night prayers he was ministering, why was he avoiding contact with adults so as to safely hand Tinashe as a minor girl child to her guardians?
- (c) Did Tinashe really spend the night praying or once again she had skipped and gone to other activities unrelated to Mr Warara's purported all night ministries?

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(d) Was Mr Warara himself innocent? Could it be he had spent the night himself with the minor girl child, explaining why he dumped her by the roadside at 5:30 am?

Annex 1 which shows Tinashe Taruvunga's note book from this camping session at Mr Charles Warara clearly proves that indeed she was at Mr Warara, but shockingly the emptiness of the actual lessons (for a 5 day camp) confirms that something terrible is wrong with Mr Warara's religious teachings. He groups the defenceless minor children under a near cult he calls "**Joshua Generation**" as is clearly written in Tinashe Taruvunga's handwriting on the face page of Annex 1.

Our clients as grandparents remained anxious and sceptical, which led them to exercise continued vigilance. Discharging their role of guardianship, they investigated the minor girl child Tinashe's possible activities during her stay at Mr Warara over the alleged prayer camp in August, 2010 and made horrific discoveries (see Annexures 2 and 3) that:

(a). Contrary to the representations that Mr Warara had done to Mr and Mrs Maramwidze that he would take due care for the minor girls under his custody as he allegedly ministered to them all night, Tinashe, the minor girl child, was shockingly busy on the phone for literally all night, conversing and texting as evidenced by phone records.

(b). When further checks were done on the numbers Tinashe was busy talking to all night when she was allegedly supposed to be receiving wise religious counsel from Mr Warara in the alleged all night prayer sessions, our clients discovered that some of those numbers the minor girl child was talking to all night long at a time she should have been receiving "Heavenly blessings" from Mr Warara belonged to men and boys whose details are there. Mr Warara, Mr and Mrs Maramwidze never satisfactorily explained who these people were save for saying "we know them and they mean no harm". This disabled our clients from taking any further steps at that time save to hand over the phone records to the ZRP which they did.

Our clients, driven by parental instincts, carried out similar checks on Nicole's phone records and were equally shocked to discover that at all times she would be alleged to be at Mr Warara for all night prayers, etc

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would be busy on the phone at very odd hours. Once again, those phone numbers that were talking to such a minor child at night were discovered to belong to boys and young men who were ostensibly under Mr Warara's religious ministry.

Having become overwhelmingly concerned about this disturbing trend, all this data was furnished to the Police for further checks and surveillance but no concrete deterrence materialised as Mr and Mrs Maramwidze would always brush this aside and frustrate inquiries by saying these are religious discussion groups.

MR WARARA'S ESCAPE FROM BEING ACCOUNTABLE DUE TO FROSTY FAMILY RELATIONS

Because of the frosty family relations caused by the divorce of our clients' son Richard Taruvinga from Chipso Maramwidze, and our clients' commendable vigilance and repeated parental investigations into the activities of Mr Warara, Mr and Mrs Maramwidze literally frustrated any efforts to bring Mr Warara to account.

Instead, Mr and Mrs Maramwidze together with Mr Warara resorted to blackmail and threats and as grandparents who had no legal custody of the two minor children, our clients became very constrained and limited on their ability to monitor the welfare of these children on a day to day basis. Our clients later learnt that sometime in 2010, the two precious girls went for months without going to school due to non-payment of school fees. Troubled by this, our clients went to the home-based school they were attending and confirmed this sad development. Mrs Maramwidze later openly made threats to our daughter Patience that if she did not raise money for them they were going "to fix her family and that her family with our son in law would see hell".

Against the above background, our clients as grandparents, have remained in the dark on what they fear are cases of repeated abuses of minor children by Mr Warara, together with Mr and Mrs Maramwidze who are exposing the minor children to possible harm. The sad thing is that this is being done under the guise of alleged religious all night

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prayers yet as facts stand, these minors will be doing things that cause revulsion to any parent during such alleged prayer sessions. 12

THE UNPROFESSIONAL CONDUCT OF MR WARARA AS A LAWYER

We also wish to bring to your attention the intriguing fact that shockingly, Mr Warara has been repeatedly in the media posing as the lawyer of our clients' grandchildren, ostensibly fighting for their rights for alleged rape on Nicole Taruvunga and other alleged sexual offences on Tinashe by our clients' son in law Dr Munyaradzi Kereke.

On the fictional rape story, it was not difficult for the police to see clearly that no such offence ever occurred and our clients told them that as grandparents to the children, under whose custody the two girls were at the alleged time, they would have been the first to report had there been any such offence. More significantly, it was straightforward and easy for the police to verify that the alleged assailant was not even there on the day in question, which is why this matter did not go anywhere. There is no need to devote any more arguments on the merits of this clear case of false reporting to the ZRP.

What is very disturbing is that Mr Charles Warara as a lawyer knows all these facts but is electing to play activist, writing letters to the police and splashing them to the media. This is costing the future of our clients' grandchildren very dearly and we do not understand what is driving Mr Warara.

Our clients, the grandparents are asking: As a professional lawyer why is Mr Warara being overzealously reckless about the welfare of our grandchildren to the alarming extent, even of drawing them into the political and constitutional debates on the roles and effectiveness of the ZRP and the Attorney General when all due process was followed in clearing the false report of rape that had been instigated by adults who sought to defeat the ends of justice using our innocent grandchildren as human shields?

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Our clients submit very strongly that the argument that Mr Warara and money mongering "activists" like Betty Makoni told the media to withhold the names of the kids, Mr and Mrs Taruvingira's own grandchildren, albeit as per stipulations of the law is not material. This sensationalised falsehood is now talk of the neighbourhoods, at church, in schools on the internet and on radio, and people already know who these minor children are, naturally because at home there are maids and visitors who pick up the negative vibes and spread them to the wider community in response to the repeated arousals being generated by the careless media reports directly recycled and radiated by Mr Charles Warara and associates.

Why is Mr Charles Warara behaving this way? As grandparents our clients feel that the rights and welfare of their grandchildren is being sacrificed for some battles that are neither in the interests of Tinashe Taruvinga and Nicole Taruvinga, nor are they in pursuit of any logical quest for real justice since the whole alleged infringement on our clients' grandchildren is a fiction. Our clients know this 100% and they were able to clearly show this to the police. Mr Warara is aware of the fact that all the stipulated steps were followed by the ZRP and in the end it was compellingly apparent that this matter was a false report.

The wild allegations of rape are in fact attempts by Mr Warara to divert the spotlight away from him on the clear cases of child abuse being levelled against him by our clients. Mr Warara must be fully investigated on his purported religious sermons that take minor children on alleged all night prayers without parental guidance under cover of darkness whilst during daylight he seeks to pose as a champion of children's rights.

SUMMARY OF COMPLAINT

In summary, what our clients, as grandparents of the two minor children are complaining about to, and hence seeking redress from The Law Society of Zimbabwe regarding the conduct of Mr Warara are the following areas:

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(a) Mr Warara is a practicing lawyer. Is it proper that he purports to be a champion of children's rights when he himself has not responded to our clients' repeated complaints about his neglect and abuse of the two minor girls he now wants the world to believe he is protecting. At law, isn't Mr Warara conflicted by trying to portray himself as the dutiful lawyer for these children when our clients as grandparents from their father's side have submitted legitimate concerns that criminally implicate Mr Warara himself as abusing the very same children he is purporting to represent. What does the Law Society of Zimbabwe say on this? What do the Laws that govern legal representation say on this? Surely Mr Warara should recuse himself from posing as the lawyer of these vulnerable children he has abused. By posing as their lawyer and repeatedly shouting about it to the public through the media, Mr Warara is in fact seeking to create a **buffer of self-preservation** through vocal diversions of the public's focus on very serious allegations he is facing. Why has it taken years for Mr Warara to respond to our clients as grandparents on what type of religious ministry he runs which targets minor children for all night prayers? Mr Warara is a wolf clad in sheets made from pages of the Bible, terrorising children through exposure to innumerable risks of neglect during his bizarre all night sermons to minor children. When Jesus said "let the children come to me because the Kingdom of Heaven is theirs" He certainly did not mean the likes of Mr Warara "praying" with the kids all night without supervision from their parents or legal guardians. Mr Warara must be investigated fully. (see Annex 4 showing a letter from Ms Patience Taruvinga Muswapadare's lawyers to the Attorney General's Office raising a serious complaint and the need for investigation of Mr Charles Warara for child abuse, dated 12 April, 2011).

(b) Is it morally appropriate for a grown up male lawyer like Mr Warara to minister the gospel to minor girl children all night, without the supervision of those children's parents or guardians? Mr Warara resisted all efforts by our clients to intervene and stop such alleged all night prayers as he would say Mr and Mrs Maramwidze, as legal custodians were ok with his strange nightly ministry to children. Our clients submit as grandparents, that the Church must not be used as cover up for binges of child abuse.

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(c) Is it legal and morally right that Mr Warara, as a sane licensed practicing lawyer could wilfully drop a minor girl child at 5:30 am all by herself at Borrowdale Sam Levy roadside for her to find her way to Vainona on foot, as Mr Warara drove off without even alerting adults that he had dropped the girl child by the roadside and meanwhile that girl child coming from his nightly sermon?

(d) When the two minor children sneaked away from Mr Warara's one such all night prayers and ended up at a new year's eve all night binge, mixing with beer drinking adults, does Mr Warara feel normal about this, more so that he now wails to the world that he is a champion of protecting the welfare of the girl child?

(e) Mr Warara's theatrics in the media (see an example among several such instances in Annex 5) about the two minor children, including his roping in of Mr Caifas Chimhete of The Standard News Paper who criminally invaded our clients' daughter's bedroom under false pretence to domestic workers there to take pictures to feed into the false story of rape, is it a permissible conduct of a practicing lawyer to deliberately leak matters relating to minor children to the press. Mr Warara has on many occasions given comments and letters to the media on the matter concerning our clients' grandchildren, does the Law Society of Zimbabwe allow this? Does this protect the interests of the minor children? The fact that news papers did not print the explicit names of the minor children was by no measure any protection to the children since pretty much all the neighbourhood of the children knows the case such that each time Mr Warara goes public, the dignity and welfare of the minors is being infringed at the hands of Mr Warara, the man purporting to stand for the children's rights.

(f) Our clients as grandparents, having satisfied the police about the clear facts that this whole story was an utterly false report to the ZRP by the handlers of the-kids and this had been done for ulterior motives, they were shocked to see Mr Warara at every turn churning out letters, including to the Attorney General and the ZRP. Our checks with the Attorney General have confirmed that in fact Mr Warara was long fully briefed, in writing, and on many occasions, on the true status of the case and why it was discarded as a false report, yet, somehow he continues to go public with his unfounded protestations, further infringing the welfare of the minor children. Our clients submit that both Mr Warara and the legal custodians of the children Mr and Mrs Maramwidze must be

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thoroughly investigated for child abuse for seeking to achieve other unclear objectives using minor children.

(g) Our clients submit that recently, during the week of 4 August, 2012, they were visited at their rural homestead in Murewa by two gentlemen who alleged that they had come from the Reserve Bank of Zimbabwe, sent by Dr Gideon Gono. They were promised tractors and fertilizer on condition that they went public claiming that the rape story was true. Driven by their own desire for purity of conscience, our clients refused the generous but treacherous offer of help allegedly from the RBZ as they could not wilfully lie. There is need to investigate the possible link between Mr Warara and the Reserve Bank of Zimbabwe and Dr Gideon Gono to establish if there is no conspiracy and collusion to abuse the justice system for unclear reasons.

(h) Mr David Butau demanded US\$30, 000-00 from the household of our clients' daughter and her husband Dr Kereke apparently so that he could "facilitate" and ensure that Mr and Mrs Maramwidze stopped bugging them for money. Mr David Butau further revealed that he was the new spouse to Chipso Maramwidze, mother of the two minor children. Mr David Butau also directly worked with Mr Caifas Chimhete in orchestrating the Standard News Paper false story on the alleged rape story. It is alleged that our clients' son in law Dr Kereke belongs to a certain political faction which must be weakened by Mr David Butau and his team. There is need for the Law Society of Zimbabwe to investigate if Mr Warara is also not being used in what is a mesh of multiple forces entangling our clients' innocent grandchildren. There seems to be much bigger forces feeding and fuelling what was a mere false report. This clearly false report which sensationally claimed that our clients' son in law, Dr Kereke had spectacularly raped an 11 year old at gunpoint whilst his wife cooked in the kitchen and in the presence of 5 other adults, including our clients, had been dispensed with by the ZRP in the normal way such false reports are dealt with. The actions of Mr Warara are in fact spinning this issue into some mystic whirlwind and our clients' grandchildren are now caught in between as victims of Mr Warara's design. We do not know what Mr Warara is seeking to achieve. The current legal custodians of the children, the Maramwidzes will naturally swim and side with Mr Warara because they are close family friends who in fact stand accused of rampant acts of neglect and child abuse to our grandchildren.

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- (i) The very unusual public noises and successive leaks to the Media by Mr Warara of privileged client affairs clearly betray the fact that Mr Warara is seeking to deflect the spotlight from him to account for the serious allegations he is facing on abuse of the same minor children he is seemingly protecting. This must be investigated and the Law Society of Zimbabwe must formally direct that Mr Warara remove himself from this case till he is cleared of allegations of child abuse against him.

CRIMINAL PROCEEDINGS AGAINST MR WARARA and THE MARAMWIDZES

Our clients wish to further advise The Law Society of Zimbabwe that they are in the process of vigorously instituting legal proceedings against Mr Charles Warara together with Mr and Mrs Maramwidze in the interest of protecting the rights and welfare of the two minor children who have suffered irreparable damage due to incessant acts of neglect.

CONCLUSION

It is our plea that no stone be left unturned and Mr Charles Warara should be made to respond to the following questions:

- (a) What preaching does he do to minor children for all night?
- (b) Why do minor girl children get busy on the phone all night talking to boys and men yet they would be ostensibly at his all night prayers? Focus should strictly be put on the example of our client's grandchild Tinashe Taruvinga who was under the custody of Mr Warara under his nightly prayers for the extended period from the 18th to the 22nd of August, 2010, but at that tender age, she was allowed by Mr Warara to be on the phone with men for virtually all night. The phone companies must also be called in to testify and give more fuller details of this shocking abuse.

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(c) What is Mr Warara's relationship with Mr and Mrs Maramwidze, the grandparents of the two minor children from their mother's side?

(d) Why does Mr Warara pay a blind eye to the clear due process that was taken by the ZRP and the Attorney General's Office and instead elect to be an activist, killing the image and standing of minor children through the press?

(e) What is the link between Mr Warara and the Reserve Bank of Zimbabwe Governor Dr Gideon Gono, who allegedly sent emissaries to our clients' rural home, promising them trinkets in return for false testimony in the false rape case to wrongfully implicate our clients' son in law Dr Munyaradzi Kereke? (See Annex 6).

(f) What is the relationship between Mr Warara and Mr David Butau?

(g) What is the relationship between Mr Warara and Mr Caifas Chimhete of the Standard News Paper and Mr Gift Phiri and Mr Stanely Gama of the Daily News?

It is vital to emphasize that this whole matter received due attention from the ZRP, right up to the Attorney General's Office, who naturally dismissed the false report on the basis of clear evidence that indeed it was an attempt to defeat the ends of justice. It is therefore puzzling why Mr Charles Warara would still write incomprehensible letters to the Police and then leak them to the media. That Mr Warara directly leaked to the media is amply proved in Annex 5, where he conducts in lengthy verbal discourse with the journalists on the matter. This is totally unacceptable behaviour for a practising lawyer and the Zimbabwe Law Society disciplinary processes, at their most penal levels are warranted.

We hope and trust that due attention will be placed on our complaint in the interest of fairness, professionalism, compliance with the law governing the conduct of lawyers and the constitutional right of minor children to be protected at all times by all.

Yours Sincerely,

 Mayah 22/08/2012.
JAMES MAKIYA LEGAL PRACTITIONERS

CC:

- The Attorney General
- Commissioner General of the Zimbabwe Republic Police
- Client
- Girl Child Net Work