FOR THE ATTENTION OF : MR DARIO MILO

PER EMAIL : Dario.milo@webberwentzel.com

Dear Sir

RE: RESPONSE TO QUESTIONS POSED BY AMABHUNGANE TO OUR CLIENT

1. The above matter bears reference.

2. We enclose herewith our client’s written answers, together with the relevant annexures thereto, to all the questions posed by your client on 11 April 2023.

3. We are instructed to remind your client of the Code of Ethics and Conduct For South African Print and Online Media (“Code of Ethics and Conduct”) wherein Chapter 1 thereof provides that the media shall:

   “1.1. take care to report news truthfully, accurately, and fairly;

   1.2. present news in context and in a balanced manner, without any intentional or negligent departure from the facts whether by distortion, exaggeration or misrepresentation, material omissions, or summarization;
1.3. *present only what may reasonably be true as fact; opinions, allegations, rumours, or suppositions shall be presented clearly as such.*

4. We trust that your client, being the reputable media publisher, will abide by its ethical duty and will ensure that any coverage pertaining will be truthful, accurate and fair.

5. Should your client require any further information, please contact our offices.

6. The content of this correspondence ought not be construed as being exhaustive of all salient facts pertaining to the above matter and our client's rights remain reserved.

Yours faithfully

ULRICH ROUX | DIRECTOR
ULRICH ROUX & ASSOCIATES
AMABHUNGANE ANSWERS

PART A: INTRODUCTION AND QUALIFICATION TO ANSWERS

1. I refer to your undated questionnaire, received by my attorneys, Ulrich Roux and Associates’ (“URA”) on 11 April 2023, in which you posed a series of questions pertaining to me personally, as well as the Moti Group of Companies (“the Moti Group”).

2. I draw your attention to the response addressed by URA to you on 12 April 2023, and the correspondence addressed by URA to your attorneys, Webber Wentzel on 13 April 2023, both of which specifically recorded that the documents you purported to rely on, as the basis for the questionnaire, were documents that had been stolen by an erstwhile employee of the Moti Group, one Mr. Clinton van Niekerk (“van Niekerk”).

3. Van Niekerk, who only had lawful access to very limited documentation during his employment with the Moti Group and for the purposes of his employment, had no right to retain, download, copy or divulge any of the information of the Moti Group and criminal charges have been laid against him for inter alia, theft, contravention of the Protection of Personal Information Act, 4 of 2013 and contravention of the Electronic Communications and Transactions Act, 25 of 2002.

4. Given that you have pointedly and deliberately chosen not to identify that documents you received which emanated from van Niekerk (“the stolen documents”) I am unable to ascertain what documents you have had access to and whether van Niekerk was entitled to access to them in the first place. In many instances the stolen documents may have been part of a series or sequence of documents. Snapshots of events and occurrences appearing from incomplete document will always only tell part of the story.

5. It is noteworthy that neither you nor your attorneys addressed the allegations of van Niekerk’s theft in any of your communications with URA. Evidently you not only condone van Niekerk’s unlawful conduct in misappropriating the stolen documents, but you also align yourself with, and are in fact comfortable, in knowingly perpetuating unlawful conduct. Insofar as the matter is currently being investigated by the SAPS, I have instructed URA to inform the SAPS of your involvement for purposes of potential further investigation and/or charges.
6. Van Niekerk received financial gain for sharing confidential documents with third parties, and this precludes him from being considered a legitimate whistle-blower according to the Protected Disclosures Act. Taking into consideration the manner and timing in which van Niekerk extracted the information (which has been confirmed by independent IT experts), there is a very real possibility that you either approached him to do so, or you engaged with him shortly after he terminated his employment for purposes of soliciting this information / documentation.

7. Whichever scenario finds application, you have been informed of the true position regarding the status of the documents / how they were obtained.

8. Compounding your reliance on what you know is stolen documentation, you have refused to provide me or my attorneys insight into the information and stolen documentation you have at hand. I cannot confirm the authenticity of the documents, or that the documents they have not been tampered with.

9. Whilst you claim to be acting for the “public good”, your conduct to date is demonstrative of bias and sensationalism with a clear pre-determined narrative, which is evident from the manner in which certain of your questions have been framed.

10. Your organization’s clear bias against me and the Moti Group is also evident from your previous reporting. Your aim appears to be less investigative reporting, and more sensationalist “click-bait” reporting. Your conduct and line of reporting is neither fair nor impartial, and any reliance on purported “public interest” or “freedom of press” is disavowed for the reasons mentioned.

11. Your refusal to allow me and my attorneys access to the stolen documents on the pretext that you are “protecting the identity of your source”, is pointless, as it is established that van Niekerk provided you with the stolen documentation and information, either directly or through the Sentry. A WhatsApp message, which was sent by Nick Donovan from the Sentry during or about February 2023, which reads: “the source is now in protective custody and has given us permission to write to the subjects and publish. He’s still in a **bit of legal peril but it’s a better situation than two weeks ago**”, confirms this position.
12. Notwithstanding your obstructive, biased and unprofessional behaviour (which also includes imposing an arbitrary timeline on me for submission of my explanations / answers), I have attempted to answer the questions posed to me to the best of my ability and based on the information I have available and have been able to identify in the limited time available.

13. I reiterate that I cannot verify the authenticity of the documents in your possession. Certain purported events and/or communications date back almost a decade, and, without having sight of the documents supposedly informing your question, are difficult to recall.

14. Some questions I cannot answer as the information is confidential, and despite your perception, the Moti Group honours its confidentiality undertakings to contracting parties. You have no right to demand answers, and I have no responsibility or obligation to provide you with answers.

15. I trust that your articles will include my statements above and advise your readers that your sources are tainted in the extreme,

16. I also caution you against advancing a false narrative and ultimately creating the impression that ACF or I are party to a “cash for benefit scheme”, or that I in any way funded the military of Zimbabwe, including any military coup. I will take the necessary legal steps to protect my rights should you publish defamatory and false information about me or the Moti Group.

17. I insist that when publishing your and The Sentry’s findings, you record the fact that:

17.1. your source is van Niekerk who is an erstwhile employee who stole Moti Group confidential documentation to derive a financial gain;

17.2. I have not been afforded the opportunity to verify any of the documents on which your assertions are based; and
17.3. under the circumstances, the stolen documents in your/Sentry’s possession may not be accurate and could possibly have been altered.

PART B: GENERAL OVERVIEW OF RESPONSE TO ALLEGATIONS OF STATE CAPTURE

18. In the introduction of the Amabhungane’s questions, there is reference to documents that they have supposedly had sight of which is “strongly indicative of state capture”. Further to this the said documentation allegedly sets out that I, and specifically African Chrome Fields (Ptv) Ltd (“ACF”), “derive benefits” from political figures in the Republic of Zimbabwe (“Zimbabwe”).

19. ACF runs legitimate business operations and is not in the business of politics. In addition, ACF has not received any preferential treatment or advantages other than concessions received in the ordinary course of business in terms of legislation and due process, which will be dealt with more fully below.

20. The commercial operating environment in Zimbabwe is such that all international investors have access to various officials and ministers as a norm, and the fact that ACF’s representatives interacted with politicians was not untoward and is standard practice in the country. Since you are of the view that I am guilty of a cash for influence scheme, you are requested to produce any relevant documents or proof to demonstrate anything ACF received for free in Zimbabwe or anything we obtained without following due process. These documents must prove conclusively any allegations you make, without your subjective interpretation.

21. AmaBhungane makes bold statements such as ACF and I “deriving benefits” from political officials, but they fail to state: -

   21.1. what these benefits are;

   21.2. where these benefits come from;

   21.3. how ACF and I have received the supposed benefits; and

   21.4. which political official has provided ACF and I with these benefits.
22.1. AmaBhungane further alleges, as stated herein above, that ACF and I have “captured the state of Zimbabwe.” State capture is defined as a form of corruption in which businesses and politicians conspire to influence a country's decision-making process to advance their own interests. As most democracies have laws to make sure this does not happen, state capture also involves weakening those laws, and neutralising any agencies that enforce said laws.

22.2. Attached hereto marked as annexure “A1” is an article by the BBC describing state capture.

23. According to the Judicial Commission of Inquiry into Allegations of State Capture (“the Zondo Commission”) state capture is described as something which:

\[ \text{“…in the South African context evolved as a project by which a relatively small group of actors, together with their network of collaborators inside and outside of the state, conspired systematically (criminally and in defiance of the Constitution) to redirect resources from the state for their own gain. This was done by exploiting or weakening key state institutions and public entities, but also including law enforcement institutions and the intelligence services. To a large extent this occurred through strategic appointments and dismissals at public entities and a reorganisation of procurement processes. The process involved the undermining of oversight mechanisms, and the manipulation of the public narrative in favour of those who sought to capture the state. Moreover, the subversion of the democratic process which the process of state capture entailed was not simply about extracting resources but was further geared towards securing future power and consequently shaping and gaining control of the political order (or significant parts of that order) in a manner that was necessarily unclear and unconstitutional.”} \]

24. The Zondo Commission further identified a number of key elements that are present in state capture which are:
24.1. The allocation and distribution of state power and resources, directed not for the public good but for private and corrupt advantage;

24.2. A network of persons outside and inside government acting illegally and unethically in furtherance of state capture;

24.3. Improper influence over appointments and removals;

24.4. The manipulation of the rules and procedures of decision-making in government in order to facilitate corrupt advantage;

24.5. A deliberate effort to undermine or render ineffectual oversight bodies and to exploit regulatory weaknesses so as to avoid accountability for wrongdoing;

24.6. A deliberate effort to subvert and weaken law enforcement and intelligence agencies at the commanding levels so as to shield and sustain illicit activities, avoid accountability and to disempower opponents;

24.7. Support and acquiescence by powerful people in the political sphere, including members of the ruling party;

24.8. The assistance of professional service providers in the private sphere, such advisers, auditors, legal and consulting firms, in masking the corrupt nature of the project and protecting and even supporting illicit gains; and

24.9. The use of disinformation and propaganda to manipulate the public discourse, in order to divert attention away from their wrongdoing and discredit opponents.

25. Attached hereto marked as annexure “A2” is the Public Affairs Research Institute Summary of the Zondo Commission’s report.

26. None of the key elements of state capture apply to me, ACF or the Moti Group in general. Like any other international investor, ACF’s investments in Zimbabwe goes through the various regulations and applications that are needed to invest and do business in
Zimbabwe. ACF and I do not pay and/or call for special favours to gain contracts and invest in Zimbabwe. ACF’s compliance with Zimbabwean regulations to invest will be dealt with in more detail below.

27. The Zimbabwean government implemented a policy called National Project Status ("NPS"). NPS is for investments requiring large capital spending, which allows as a concession, the duty-free import of equipment. This is meant to speed up implementation of the projects to improve and rebuild Zimbabwe.

28. This initiative was implemented to encourage the private sector to invest in the Government’s projects to rehabilitate the infrastructure and economy in Zimbabwe. Attached hereto marked as annexure “A3” is a copy invitation to international tender for the development of water infrastructure in Zimbabwe explaining the private sector’s role in a government project where concessions, including NPS would be granted to the company which ultimately won the tender.

29. There are several companies that are involved in investing in government projects which have been granted NPS. The following well-known companies have been granted National Project Status in various government projects in Zimbabwe: -

29.1. Old Mutual Property Group Zimbabwe (Pvt) Ltd;

29.2. Oxygen Energy Ltd;

29.3. Diverseflex Resources (Pvt) Ltd;

29.4. Prospect Resources’ Arcadia Lithium Deposit;

29.5. Solgas (Pvt) Ltd;

29.6. Murowa Diamond Mine;

29.7. Manhize Steel Plant;
29.8. Tharisa Mines,

and others.

30. Attached hereto marked as annexure “A4” are various articles of the aforementioned companies being granted NPS.

31. Zimbabwe has revived another program called ‘Special Economic Zones’ which may be state or privately owned. Special Economic Zones programme is a programme that intends to develop certain areas in Zimbabwe for job creation and for investors to invest in the country once again. Special Economic Zones are to encourage exports, foreign exchange earnings and address the massive unemployment rate, broaden the economic base, and attract development in Zimbabwe. Business activity in Special Economic Zones is subjected to special incentives with respect to exchange control regulations and customs duty to encourage investment. Attached hereto marked as annexure “A5” is a report by Veritas regarding the Zimbabwean Government reviving the Special Economic Zones.

32. Special Economic Zones are now governed by Zimbabwe Investment and Development Agency Act [Chapter 14:37] (“ZIDAA”), with this Act in place and the special economic zones revived, it is meant to assist with the shortage of foreign currency in Zimbabwe. Section 8 (1) of the Third Schedule of the ZIDAA states the special incentives that relax these rules for investors operating in social economic zones, Section 8 (1) provides that:

“A licensed investor operating in a special economic zone may move funds necessary for his or her approved activity into and out of such special economic zone without having to obtain permission under the Exchange Control Act [Chapter 22:05].”

33. The Government also gazetted Statutory Instrument No. 59 of 2017 (Customs and Excise (Special Economic Zones) (Rebate) Regulations, 2017. Section 3 of these Regulations guarantees investors operating in Special Economic Zones obtain a rebate on duty for raw materials, intermediate products and machinery imported with the sole purpose of using
them in the special economic zones. Attached hereto marked as annexure “A6” is an article by Mawere Sibanda Commercial Lawyers discussing ZIDAA and its powers. ACF was never granted a Special Economic Zone, which would have afforded it with more benefits than just the National Project Status alone. This is in contrast to many other investors who indeed received designation as SEZs such as the Arcadia Project.

34. Special Economic Zones have designated areas in Zimbabwe in which they may operate. Only specific business sectors in the designated zones will be regarded as part of special economic zones. Attached hereto marked as annexure “A7” is an article that explains the designated special economic zones and which sectors may operate in each zone. I trust that you will have regard to and quote from these articles.

35. ACF is an investor in Zimbabwe who is utilising the various programmes implemented by the government of Zimbabwe in order to invest in the country and gain some economic concessions by investing within the programmes. By investing as mentioned herein above, is not illegal nor is ACF doing any untoward. It is certainly not capturing the state of Zimbabwe.

36. To the extent that I have provided answers to your questions, this is based on documents on our system. Any documents in your possession which aims to suggest something to the contrary, cannot be relied on as these are stolen documents, the veracity and the authenticity which remains to be confirmed.

SECTION 1 - “Ties to Zim Elites”

“1.1. African Chrome Fields and the Moti group have in the past not been shy about their links to the Zanu-PF political elite – in fact, it appears to have been a selling point for the company. For instance, in a 2016 overview document, ACF boasted about its “relationship with the Presidency”, “joint venture with the Ministry of Defence”, and the “interaction and support from related and associated Ministries and Parastatals”. The same document notes that ACF’s JV with the MoD gives ACF “access to all claims currently owned by
larger players”. Please feel free to comment on this.”

37. As indicated above, ACF does enjoy a positive relationship with the Government of Zimbabwe. There is nothing untoward or unlawful about this. Interactions between foreign investors and government officials in Zimbabwe constitutes the norm. I reject the suggestion that my/ACF’s relationship with the Government has provided ACF with any undue or improper benefits. I suggest that you familiarise yourselves with the facts before attempting to smear my name in the press.

“1.2 According to a May 2015 consulting agreement, African Chrome Fields agreed to hire the then deputy president’s son, Emmerson Mnangagwa Jnr, as a consultant for $5,000 a month. This would later be raised to $10,000 a month. Please explain how this arrangement came about, and how Mnangagwa Jnr was introduced to ACF and the Moti Group.

38. At the time that ACF launched its operations in Zimbabwe, Robert Mugabe (“Mugabe”) was the President. ACF was new to the Zimbabwean landscape and operating environment and believed someone like Junior could add great value in assisting with introductions to key stakeholders’ relations. It is concerning that you appear to create the insinuation that Junior was excluded from seeking employment simply because of the office held by his father. This is nonsensical.

“1.3 What services did Mnangagwa Jnr provide for ACF and the Moti Group? Which “stakeholders” was he communicating with and in what way did he assist with ACF’s communication strategy?

39. Mnangagwa Junior provided services which included actively liaising with ACF’s stakeholders. Stakeholders included regulatory bodies, labour-related bodies, and the media. There is nothing untoward in acquiring the services of a local person in a foreign country to assist with these services.

“1.4 Why was Mnangagwa Jnr’s consulting agreement terminated?
40. It was terminated in about August 2019 because by then ACF had established and secured its operations in Zimbabwe, and he was no longer required. This consulting agreement was a business arrangement which had become redundant. We have had no contact with him since then.

“1.5 It is alleged that Moti later had a falling out with Mnangagwa Snr and was accused by Mnangagwa Snr’s son of having tried to poison or otherwise harm him. Please confirm/deny/clarify this allegation.”

41. I deny this in its entirety. I suggest that you identify the origin of this allegation and your sources before you make such a serious accusation. To publish such an allegation without affording me any inkling of the source of this allegation is reckless in the extreme.

“1.6 In hiring the future president’s son (he was at that stage vice president), did the Moti Group/ACF consider the possible negative perceptions around this – namely, that it would be seen as a way of buying the now president’s favour?”

42. Any notion that ACF had “bought the now president’s favour” are rejected. The “perception” of people is not a factor when making sound business decisions, which advance the strategy of the company, and are not unlawful. ACF is a private company and its arrangements with consultants have no business being scrutinized in the public space in the absence of any wrongdoing, which is most certainly the position in this case.

“1.7 In April 2015, the Moti Group signed a chrome mining joint venture agreement with the Military’s RNH Limited. Vice President Mnangagwa’s hand was detectable in the JV. The mediation clause of the agreement states: "Any dispute between the parties shall be referred to mediation to the Principals who at inception shall be Honourable ED Mnangagwa on behalf of RZIM and Moti on behalf of FFH and MHL...” Please feel free to respond to this.”

43. As already stated, ACF was granted NPS and was therefore seen by the Zimbabwean government as a foreign investment of national importance, due to the much-needed
foreign currency which would be generated by the company, and the employment opportunities generated for locals. You will appreciate that a mediation is aimed at resolving disputes without resorting to legal proceedings. There is nothing improper about Mnangagwa representing one of the parties in a mediation between RNH and ACF.

“1.8 Shortly after the signing of an MOU for a joint venture between ACF and the Zimbabwean Ministry of Defence’s company RNH in April, and the May consultancy agreement with Mnangagwa Jnr, the benefits from the Zimbabwean state evidently started to flow to ACF and the Moti Group. The following month ACF was advised it had received National Project Status. That same month Mnangagwa gave a presentation to cabinet on the lifting of the chrome ore export ban. We put it to Moti that this was an early sign of the favours that would flow to him and his companies by virtue of his proximity to, and potentially improper relationships with, members of the Zimbabwean political elite. Please respond.”

44. ACF always applied for concessions through the relevant ministry, fully motivated and reasoned. These applications went through vigorous review procedures by various departments before being granted and were not unique to ACF, but were granted, if justified, to many foreign investors in the country, in line with prevailing legislation at the time. For example, ACF was granted the duty-free diesel rebate because there is NO electricity supply at ACF’s mine location and the entire operation is dependent on diesel generators, which is ACF’s biggest operational cost.

45. The set-off arrangement was applied for through ACF’s bankers to the Reserve Bank of Zimbabwe as they did for numerous other clients. The sole purpose of the set-off was to facilitate ease of cashflow for operational purposes in the context of severe liquidity challenges and would have had the same commercial outcome if funds were to have flown from one bank account to another in the normal course. It is worth noting that ACF has not exported chrome since mid-2019. There were concessions which ACF applied for, which were refused by the Zimbabwean government. It is noteworthy that at some point under Chidakwa’s administration at the Ministry of Mines, ACF was only in possession of a permit for the period of one month, renewable on a month-to-month basis and did not receive any favourable treatment in this regard. There were also periods where ACF was
not in possession of an export permit at all.

46. ACF did not receive:
   46.1. electricity Supply at the mine location;
   46.2. any water infrastructure at the mine location.

47. The were no exiting access roads to the mine and ACF had to construct its own roads at its own cost.

48. ACF does not presently have an export permit for chrome ore. (The last export permit was received in December 2022, and lapsed in January 2023).

“1.9 A June 2015 memorandum to cabinet by the vice president noted “Only twelve (12) chrome ore smelters… and a Special Purpose Vehicle (SPV) created by Government would be registered and licenced by the Ministry of Mines and Mining Development to be allowed to export chrome ore. Was the SPV mentioned here intended to be the ACF-MoD joint venture, and was the lifting of the chrome ore export ban done to accommodate ACF and the military?”

49. No. I have no knowledge of the structure of the so-called SPV referred to. The ban was lifted because it was acknowledged that beneficiation in Zimbabwe would take time to implement given the shortage of the necessary infrastructure, particularly electricity. Again, this concession was not unique to ACF. The fact that Mnangagwa gave a presentation on the benefit of chrome was for the benefit of all the chrome miners in Zimbabwe.

50. I can only assume you refer here to Appel Bridge Investments, which was set up by the government of Zimbabwe to benefit small scale miners. ACF and I were not involved in that project.

“1.10 In 2016, Moti kept up his attempts to cosy up to power, sending a letter to vice-president Mnangagwa in which he said: "I refer to our discussion this morning it was
explained, that we are experiencing some difficulties regarding our various matters in Zimbabwe”. The letter requested that the Ministry of Finance exempt ACF from import duties on fuel. In return, Moti pledged to “provide the Midlands Zanu PF Government with 10 000 litres of fuel per month, which fuel can be utilised by the Police and Army Forces in and around the area”. Moti even requested Mnangagwa’s intervention in a personal matter involving the luxury vehicle of one of the Moti Group’s employees. Salim Bobat’s Bentley was held at the Bond Warehouse at the airport because of a dispute with ZIMRA, and Moti requested “that our employee Mr Bobat is alleviated of this rather disturbing position he finds himself in with the assistance of Yourself [Mnangagwa] and ZIMRA”. Moti also requested a diplomatic passport, supposedly to give him immunity from having to make disclosures on Aluminothermic technology to an inquiry in SA. Please comment on the above and please also explain what inquiry Moti would have had to make the disclosures to?”

51. I did not, and do not hold a diplomatic passport from any country. I am also not aware of the so-called inquiry you are referring to.

52. With regards to the provision of fuel, there is nothing unlawful about offering assistance to the Government under circumstances where their challenges are known to the public. It is common knowledge that in Zimbabwe there is often a shortage of fuel and it was offered on a philanthropic basis to support local government in the area in which ACF operates.

53. All concessions requested by ACF were done through the correct channels based on substantive reasoning. Some concessions were granted, and others were not. This is dealt with more fully below. Neither ACF nor I received any benefits by virtue of any relationships with Zimbabwean politicians.

“1.11 On 8 April 2016 Kaka wrote to Mnangagwa referring to “the last time that I have met you on Thursday the 31st of March 2016” and requesting the vice president’s “urgent intervention, assistance and direction” in obtaining approval for a fuel rebate, and assistance regarding VAT refunds. In the letter, Kaka proposes that, if ZIMRA are unable to pay VAT rebates, “we humbly request that we receive a dispensation aligned with the National Project Status ("NFS") such that we are not required to pay VAT”. Please comment on the above and clarify what became of these requests.”
54. As stated at the outset, there is nothing untoward about this. ACF was seeking guidance on the correct process and channels to apply for these rebates / refunds. These applications were referred to the relevant Ministries for consideration and were dealt with in the normal course of business.

“1.12 On 21 June 2016, in a letter signed by Kaka, the Moti Group wrote to Vice President Mnangagwa’s office requesting his intervention in the issuing of an important permit which was approved by “All departments and officials save for the Honorable Minister of Mines”, with whom the Group appears to have had a somewhat fraught relationship. Here is yet another example of the Moti Group leveraging its influence with a powerful Zanu- PF politician. Please respond.”

55. Chidakwa (the Minister of Mines at the time) was obstructive to the ACF relationship in Zimbabwe. He had some sort of personal issue with me / ACF and was unreasonably withholding the export permit. It is acceptable practice that when an investor is having issues with a local Minister (without cause) to escalate the matter for intervention. Again, there is nothing unlawful or improper about this conduct. I trust you will publish my explanations where appropriate.

“1.13 At an 11 Feb 2017 meeting held at “ACF lapa” senior ACF members met with Zanu-PF figures including Mrs Auxilia Mnangagwa (MP and wife of Emmerson Mnangagwa). The meeting discussed an employment scheme at ACF involving the government and regional Zanu-PF office, in terms of which job seekers would register with the Department of Labour and receive a “coupon” proving their registration. “The entire exercise was to ensure that only Zanu-PF members and pro MP Mnangagwa supporters get jobs,” noted an email from John Drummond to Ashruf Kaka. Regarding a local counsellor, Basil Motisori, who was present at the meeting, the email read: “Social events and braais were held at Basil's house, diesel was given to him (Laci has a schedule, refer to attachment) for his tractors, a 125cc motorcycle was given to him in exchange for a small TV/VCR combination and he claims Zunaid promised him a LDV and he is vying for a General Manager position at ACF. Basil has also requested previously that we use him as an employment agent to source labour, it is suspected that he charges a monthly rate to the staff he secures work for, whether as a payment or as rent money, we have no proof of this.” The letter continues:
“We will from now onwards work solely though Mr Mpereri for all matter pertaining to the recruitment of labour as agreed at the end of the meeting. Mr Mpereri will also be our sole contact person with the Zanu PF party”. The email points to extensive Zanu-PF involvement in ACF and its operations. For example, the emails states “We had to provide the names of the workers committee, and MP Mnangagwa interrogated them and told them not to strike...”. The picture the email paints is one of a highly politicised venture, in which ACF is used as a source of Zanu-PF political patronage. Please provide Moti and/or the Moti Group’s view on this”

56. I have not seen this email and have I no recollection of its existence. ACF was recruiting staff at the time and prides itself in providing employment to hundreds of locals who would otherwise likely have been unemployed today.

1.14 In 2017 the Moti Group, by its own admission, and as is made clear from correspondence and court papers, was locked in a dispute with the Minister of Mines at the time and Mugabe ally and family member Walter Chidakwa. In September 2017, not long before the November coup, Chidakwa refused to reissue ACF’s export permit. It would appear that only after ACF launched an urgent court application did the Ministry issue a permit in October, though with far more restrictive terms than previous permits and only valid for a month as opposed to the usual quarterly term. However, Chidakwa was purged in the wake of the coup and arrested on allegations of corruption in December. That month, ACF secured a permit for an entire year and was permitted to export 650,000 tons (whereas in the past ACF was permitted to export about 60,000 tons per quarter). Again, this suggests that the Moti Group benefitted from its proximity to the Mnangagwa faction, and in this case the said benefit was apparent almost immediately after the coup. Please feel free to respond to this.”

57. Your assumption is rejected. There was no sound basis for Chidakwa having dealt with ACF in the manner in which he did, and I refer to what I said above. Chidakwa was advancing his own personal agenda against me / ACF and was doing so without merit.

58. As you point out yourselves, he was arrested on allegations of corruption, and his arrest had nothing to do with ACF. The fact that ACF’s export permit was reinstated was on the basis of its contribution to the Zimbabwean economy through financial benefits to the
fiscus and employment opportunities for locals. This had nothing to do with relationships we may have had, and the re-issuing of ACF’s permit should never have been refused. ACF would not have launched a legal application if it did not believe it had the necessary basis and merits to do so.

“1.15 The Moti Group was evidently so beholden to Mnangagwa that it intended on setting up a trust for the benefit of his son and son’s family – the Merson Family Trust. Whether or not the trust ever got off the ground, the intent is clear and raises serious questions about the Moti Group’s improper relationships with the most senior political figure in Zimbabwe. Please respond to this.”

59. Neither the Moti Group nor I have ever registered a trust on behalf of Emmerson Mnangagwa for the benefit of any family member. Mnangagwa Jnr, while consulting for ACF, asked the company secretary working for the Moti Group at the time to advise on a draft trust deed

60. The trust document was never finalised. There is nothing unlawful about this, and the allegation that this relationship was “improper” is again rejected. You are cautioned not to take information out of context and to use it to advance your pre-determined narrative.

“1.16 In responses to the Sentry, the Moti Group has characterised its appeals for various concessions as being legitimate applications “through the relevant ministry with full justifications and reasoning”, continuing that these “were not unique to ACF, but are granted if justified, to many foreign investors in the country”. This seems at odds with the pervasive direct and personal appeals to the vice president, as opposed to formal applications to the relevant ministries. Please comment on this observation.”

61. ACF, as stated above, has always applied for concessions through the correct channels through the relevant Ministries. As at today, ACF holds one concession being the duty-free rebate on diesel purchases. The rational for this concession is simple, the Zimbabwean government is unable to supply electricity to ACF and its operations are solely powered by diesel generators. All of these applications are available, and it is most
concerning that your “sources” are clearly only providing you with piece-meal information.

62. I also repeat what is stated above insofar as the commercial operating environment in Zimbabwe is concerned: all international investors have access to various officials and ministers as a norm, and the fact that ACF’s representatives interacted with politicians was not untoward and is standard practice in the country.

“1.17 An October 2018 internal memo titled “Structure of Investec proposal document” proposed, as part of an overall restructuring of the Moti Group’s substantial Investec debt, to increase the Bank’s interest in Africhrome, in which ACF’s partners held a right to a portion of profits. Point “d” under the heading “IBL 12.5% Interest in Africhrome” states: “This goes to No1 and No2 but Kuda ………” This appears to be in reference to 30% of Africhrome. A deleted portion of the same point reads: “30% to Moti current shareholding to be allocated to Indigenization Partners. [Comment: Do we include this in the bank proposal? This will be the first official communication to that effect.]” Please feel free to respond to this, and the suggestion that Mnangagwa and Chiwenga were going to be cut in on an Africhrome deal. Did Moti himself write “ “This goes to No1 and No2 but Kuda”?

63. As I have not been given the opportunity to view the document on which your allegation is based (despite numerous requests), I cannot properly comment on your question or the author thereof. As will be elaborated on below, I was in prison in Germany at the time of this alleged document.

64. I can unequivocally state that nothing was paid to Mnangagwa or Chiwenga, as they held no interest in the Africhrome transaction.

SECTION 2 - “Spincash, Sakunda and ACF”

“According to a binding term sheet signed between Moti Holdings and Kudakwashe Tagwirei on 17 November 2017 (during the coup in Zimbabwe that brought Emmerson Mnangagwa to power) Tagwirei’s Sakunda Holdings would pay Spincash Investments $120-million for its 30% stake in ACF. The transaction, and a subsequent addendum, staggered payment over several months up to June 2018. Part of the purchase price was settled through a pre-existing loan of $14,3-million and, apart from the 30% shareholding
in ACF, Sakunda also acquired a $40-million loan account in African Chrome Fields (Singapore) belonging to Moti Holdings. Several aspects of this transaction beg clarification."

65. Your continued insinuation, and allegations that the transaction with Tagwirei is somehow related to the ‘coup’ in Zimbabwe, is absurd and nonsensical. ACF’s dealings with Tagwirei commenced around August 2017, when we were introduced to Tagwirei by Trafigura as a potential supplier of Diesel for ACF in Zimbabwe.

66. It is common knowledge that Sakunda/Tagwirei was Trafigura’s local Zimbabwean partner. You will surely know that fuel is one of the major cost items for ACF, and one that affects almost every aspect of its operations. As a major supplier of ACF, Tagwirei (and Trafigura) became inherently knowledgeable about the business of ACF as a close working relationship was required.

67. Tagwirei became interested in the business of ACF, and discussions around additional potential involvement by Sakunda followed. These discussions first led to the $14.3m facility being advanced by Sakunda to ACF around October 2017, and later culminated in the sale of the 30% interest in ACF to Sakunda in November 2017.

68. We have no knowledge of involvement in, or any other dealings related to or associated with the ‘coup’ that you continue to refer to. ACF’s dealings with Tagwirei were purely commercial and we acted purely on the basis that he was Trafigura’s partner at the time.

“Spincash, ostensibly an independent shareholder, received its payment into an ACF bank account due to supposedly not having its own bank account. It seems extremely unlikely that an independent shareholder holding a multi-million-dollar asset would have no account into which to receive, for instance, dividends. Please comment on the improbability of this scenario.”
69. As mentioned before, Spincash was ACF’s local partner at its inception. We continue to have a working relationship with the Batty family and are involved with them in various other transactions. Spincash, which did not operate a bank account, requested that ACF receive the funds on their behalf, and ACF obliged. No more, no less. There is nothing ‘improbable’ about such an arrangement – Spincash ultimately still received what was due to it in terms of the transaction with Sakunda.

“2.2 In an application to the High Court of South Africa, the plaintiff and former Moti Group employee John Drummond maintained that Moti exercised “effective control” over not only ACF but Spincash too. This would seem to contradict what Moti told the Sentry, which was that he and hence the Moti Group had no financial interest in Spincash. Please explain.”

70. In order to address this question, we require you to take some time to understand the meaning of ‘effective control’, ‘control’, ‘financial interest’ and ownership in the context of companies, corporate groups, and business in general before you jump to absurd and unsubstantiated conclusions.

71. I do not, nor have I ever had, any financial interest in the shareholding of Spincash. – my name does not appear in the share register of the company there and I do not have any financial interest in the company.

72. Alleged ‘effective control’ of anything can also not automatically be equated to a financial interest therein. It is very much possible to ‘control’ something without having any interest in it – by way of example and using your own logic one must come to the conclusion that since you have ‘control’ over the documents stolen by van Niekerk on your offshore server, you therefore must have a ‘interest’ or possession of such documents and therefore be a party to the crime of theft.

73. You have claimed, through your attorneys, that you do not have the stolen documents in your possession, yet your article published on 17 February 2023, under the headline “The Moti Files: Red flags in police hunt for former Moti Group employee” you state: “Evidence in amaBhungane’s possession also raises...” and “Documents alleged to emanate from inside the Moti organisation...” and “He accused van Niekerk of having “stolen” the
documents and of acting on behalf of Lutkzie to drive a “false” narrative.”, suggests otherwise. Please confirm which version is true. Did you lie when you claimed in your letter to my attorneys that you do not have possession of the stolen documents, or did you lie when you published the article quoted above?

74. Furthermore, it is entirely possible for an entity to be included in the term ‘Moti Group’, without me or my family having any financial interest in such an entity. Depending on the nature of the agreement, if is very often the case where partners or associates of the Moti Group are included in the definition for ease of reference by way of a common grouping. This does not automatically mean that the Moti Group has any direct or indirect interest in that entity. Spincash is an example of this.

“2.3 Furthermore, in a subsequent agreement with Tagwirei dated 30 January involving a co-investment into a venture called Gemsite it is recorded that Spincash is “part of the larger Moti Group of companies”. This again indicates that any differentiation between Spincash and the Moti Group is fictitious. Please comment on this conclusion.”

75. As previously stated, Spincash is one of our local Zimbabwean partners. They were to be part of the Gemsite transaction, hence being included in the definition of ‘Moti Group’ for the purposes of this agreement. Your conclusion is simply incorrect and unsubstantiated – we have various business interests and relationships, some of which are more complex and intricate than others. The inclusion of Spincash in the definition of “the Moti Group” is in no way indicative of the entities being one in the same.

“2.4 In further amplification of the above the Gemsite agreement stipulates that Tagwirei would acquire 50% in a number of proposed ventures with the Moti Group under the Gemsite umbrella by paying $57,5-million in the form of a loan to Spincash. In essence, it appears that a payment to Spincash is in fact a payment to the Moti Group. Given the Moti family’s full financial control of Moti Holdings, it seems clear that most if not all of the benefits of the various transactions with Tagwirei flowed to the Moti family. Please comment.”

76. You appear to be looking at a single document in isolation, most likely because van
Niekerk was only able to steal limited information that provides you with a partial ‘interest’ to the full facts of the transactions and events.

77. Spincash, as a partner, was intended to assist with the practical implementation of the transaction, hence the direction that the payment be made to Spincash. If you read the agreement properly, you will note that the $57.5m related to the capital being required for the projects – there were no ‘benefits’ that would flow to MHL under this agreement until such time as the projects were implemented and profitable. Nonetheless, these transactions never came to fruition.

“2.5 Given that there was no apparent distinction between Spincash and the Moti Group, it follows that Spincash’s function as the legally required indigenisation partner was a ruse similar, by analogy with South Africa’s black empowerment legislation, to “fronting”. Please comment.”

78. For all the reasons stated above, this conclusion is not only incorrect and baseless, but also highly defamatory and unwarranted.

“2.6 A third of the consideration paid by Sakunda was effectively payment for a $40-million offshore loan account in ACF (Singapore). Based on what we have seen of the Moti Group’s Zimbabwe transactions, this looks like an attempt to offshore a large portion of a transaction denominated in dollars. Please respond.”

79. Your assertions are once again incorrect. As appears from your apparent inability to differentiate between shareholders and corporate entities and how ‘control’ relates to them, you are unable to appreciate financial flows.

80. The agreements are what they are, and I do not deem it necessary or appropriate to debate the intricacies of them, considering your inability to grasp the content and the context of the agreements in question. For your benefit, and for the sake of argument, let’s assume however that your assertion that a third of the purchase consideration was indeed for the offshore loan account. This would imply that payment for the loan account was received in Zimbabwe – an effective “on-shoring” of monies by the party to who the $40m
would be payable. This contradicts your reckless and unsubstantiated allegations that monies were “off-shored”. The only stage at which there could be any “off-shoring” would be if ACF makes repayment of this loan account.

81. To date this has not occurred, and payment would require the approval of the Reserve Bank of Zimbabwe prior to the transfer being made.

82. I would like to know how, and more particularly what, you have ‘seen of the Moti Group’s Zimbabwe transactions’. I require you to indicate whether you were provided with bank statements by van Niekerk as part of the stolen documents, or whether you illegally solicited this information from sources in Zimbabwe. I assume your intended article will deal with this aspect.

“2.7 Was the $40-million loan an attempt by Tagwirai, and by extension Mngangagwa and/or Chiwenga, to stash money offshore?”

83. The way you have phrased this particular question quite clearly demonstrates that you are not seeking the facts but want to justify your pre-determined narrative and conclusions.

84. Firstly, as I have already explained, there was no attempt to ‘stash money off-shore’ by Tagwirai – no money flowed out of Zimbabwe in relation to the $40m loan account. You can only ‘stash’ money if you have received money – no money has been received at this stage and your conclusion is entirely incorrect.

85. Secondly, as I have repeatedly stated, neither Mnangagwa nor Chiwenga have any interest, financial or otherwise, in the transaction between Spincash and Sakunda, ACF or any other Moti Group entity or project. Your assertion that the funds from the sale to Sakunda were for the benefit of Mnangagwa or Chiwenga is not only false, but baseless and absurd. Seeing that you seemingly already have illegal access to banking records, you will be able to establish for yourself that these parties did not benefit from this transaction.
2.8 In the term sheet for the transaction it is recorded that the parties “agree to establish a more optimal offshore structure”. What was meant by this? Optimal in which sense?

86. It means exactly what it says. The parties will evaluate the corporate and operational structure of the transactions and underlying businesses from a legal, technical, practical and tax perspective and establish a corporate structure that is best suited to their joint and individual requirements, within the laws of the various jurisdictions that may be involved.

2.9 Documents we have seen suggest that there was a planned “unofficial” shareholding structure for both Spincash and Paveridge, the major shareholder in Spincash. A 1 November 2017 spreadsheet, apparently authored by the Moti Group’s Salim Bobat or someone using his computer, shows that Lishon Chipango would have an effective 15% shareholding in Spincash (4.5% in ACF). A separate spreadsheet from the same date, also created by Bobat or someone using his computer, shows that M Batty, the official 98% shareholder of Paveridge, would hold his shares on behalf of various Moti associates, 34.45% of which he would hold, on behalf of Moti himself. The spreadsheet referred to above noted that the secret shareholdings were “allocated but not issued”. Irrespective of whether this shareholding structure was implemented, why would it take the form of real beneficial owners being obscured behind a nominee in the form of Batty?

87. Your question is demonstrative of how much ‘control’ and ‘interest’ you have over the Moti Group’s stolen documents that you claim to be not in your possession. On what basis were you able to determine that a) this document was authored by Salim Bobat or someone using his computer and b) that this document, which we can only assume is in an editable format has not been altered, tampered with, or even fabricated?

88. I refer you to my answer to the Sentry. These facts do not change.

89. Your ability to draw wild conclusions with reference to a single sentence in an unverified document is noted. Your notion that these shareholdings were “secret” is absurd and clearly indicative of the fact that you are not asking me these questions in the interest of fair journalism – you have already decided on a narrative and only wish to cover yourself by asking questions knowing full well that you will still report your own false narrative with
little to no regard for the true facts.

90. The wording you refer to actually reads “Shares have not been issued merely allocated” – this is due to the fact that the document is a discussion document and to indicate that the shares have been allocated in the proposed portions but not issued to the individuals in question as at that stage they were not the shareholders. There was no ‘nominee’ in the form of Batty – all the document recorded was that Batty owned certain shares and that these shares were proposed to be acquired by other individuals – a transaction that never took place.

91. The above is furthermore borne out in the fact that if these individuals were indeed ‘beneficial owners’ with Batty acting as their ‘nominee’, they would each have received a substantial portion of the $120m received from Sakunda. They did not, and you can surely confirm this with reference to the illegally obtained banking records in your ‘control’.

92. You continue to contradict yourself in trying to create a narrative for events that did not occur in an attempt to further defame me and my family.

“2.10 The date of the excel sheet is meaningful in that it immediately precedes the Sakunda transaction. The logical inference is that a new shareholding structure was being implemented in order to distribute the proceeds from the sale of Spincash’s 30% shareholding in ACF. Please comment on this inference.”

93. No one received any funds under this “unofficial” shareholding. You have confirmed this.

94. You also seem to be unable to decide if the 30% in Spincash was for the benefit of Spincash, the Moti Group, Mnangagwa, Chiwenga or the “unofficial” shareholders.

95. Can you please choose a version in this regard, so that I can reply to a single alleged version of events and not to numerous conflicting and made-up versions?

“2.11 In February and March 2018 respectively Moti Holdings and Moti’s wife Humayra Karolia signed loan agreements with Tagwirei in terms of which Tagwirei would make available $9-million and $8-million respectively. The purpose of these loans is given in
identical terms as “investments in art, investment cars and make equity investments in private or listed companies in high growth sectors that is likely to result in superior returns to the investors”. The vague nature of these purposes make it seem like the loans were merely cover for the transfer of yet more funds in addition to the ACF and Gemsite deals, a suspicion supported by later loan agreement between Tagwirei and Pulserate Investments which we will address below. Could you please confirm that these loans were in fact drawn down and used for real investments?”

96. The amounts drawn down in respect of written loan agreements were far smaller than you allege based on the documents in your possession. These loans have been repaid and your insinuation that there is anything untoward regarding these transactions is rejected.

SECTION 3 - “Jayt Global Bureau de Change and Ultra Trading 014”

“Nearly contemporaneously with the Spincash-Sakunda-ACF transaction, both Spincash and ACF entered into identical loan agreements with an entity called Jayt Global Bureau de Change. In terms of these agreements Jayt issued rapid payment directives to the two Moti companies to pay a large assortment of seemingly random Zimbabwean entities on a daily basis. Later on in June 2018 Spincash and ACF entered into similar agreements with an entity called Oakland Mining which led to the continuation of the seemingly random payments. In response to questions from the Sentry, the Moti Group said that monies paid to JayT Global Bureau de Change and later Oakland Mining originated from the purchase price received from Sakunda and that the payments to JayT and Oakland were “to invest in Zimbabwean operations and opportunities in order to try and protect the value of the proceeds from depreciating currently”. There are however many reasons to doubt this explanation. At practically the same time the loan agreement with JayT was signed, there was a flurry of activity in South Africa involving a company called Ultra Trading 014. Ultra signed loan agreements with at least 13 property companies in the Moti Group in terms of which several hundred million rand was paid out over a very short period of time. Ultimately, all these loan agreements were extinguished on 21 June 2018 in a new transaction we will deal with below.

Several aspects of the Ultra loans are noteworthy. Foremost is the timing: The first of these loan agreements was signed on 2 December 2017. As mentioned, the loan agreements were cancelled on 21 June 2018. The loan agreement with JayT in Zimbabwe was signed
by Salim Bobat on 30 November i.e. two days before the Ultra loans commenced. Similarly, payments in terms of the JayT agreement ceased abruptly on 14 June 2018, immediately before the Ultra loans were extinguished. Our inference is that these payments are linked and form part of an attempt to expatriate money from

3.1 Zimbabwe through illicit channels. Please comment on this inference and also the extraordinary contemporaneity of these two processes.”

97. I direct you to my response which I provided to the Sentry in this regard. As previously advised, the funds were utilised to invest in Zimbabwean operations and opportunities in order to try and protect the value of the proceeds from depreciating currency, which operations included mining. This response is in your possession. The Moti Group is a large and diverse operation where transactions are concluded on a regular basis, often with parties that are somehow known to one another in one form or the other.

The impression that the Zimbabwean money-moving operation and the South African one are linked is buttressed by the seeming involvement of a man called Yusuf Suliman Ismail on both sides. In the loan agreement between ACF and JayT Ismail is given as the contact person on behalf of Jayt. Ismail is also a co-guarantor and signatory to every one of the Ultra loans.

3.2 Please comment on the inference that the Jayt transactions in Zimbabwe and the Ultra ones in South Africa are linked and kindly explain the Moti Group’s relationship with Ismail.

98. See my answer above.

“Further buttressing the impression that the Jayt and Ultra payments are linked is evidence drawn from bank statements for a company called Caydees Import and Export for an account held at the now-defunct VBS Mutual Bank. Caydees was a channel for many Zimbabwean businesses and individuals to make payments in rands in South Africa for goods and services exported to Zimbabwe, in practice functioning as a large hawala. According to the Caydees statements 7 Vlok Road Bryanston received R11-million into its ABSA account from the Caydees account between 30 November and 18 December 2017.
The reference given for these payments is “JayT Global”. The timing once again corresponds to the money-moving operations referred to above.

3.3 What was the purpose of these payments if not the receipt of money disbursed in Zimbabwe into an entity in South Africa?

99. I have no knowledge or context to the name ‘Caydees Import and Export’ and have not dealt with them in any manner. Your assertions around them are meaningless as I do not know them. I have not obtained bank statements of other entities (illegally or otherwise), so I cannot comment on the content thereof. The only facts that I know is that 7 Vlok Road Bryanston received funds into its bank account under the Ultra transactions. The purpose of the receipts from Ultra are recorded in the agreements under your ‘control’.

3.4 As the Moti Group received significant payments via Caydees, please explain the purpose of this circuitous payment method.

100. As explained, the funds were received under the Ultra transactions and the purpose of the receipts are recorded in the agreements under your control.

“3.5 Please explain how Moti and/or the Moti Group came to know of Caydees and its apparent “forex” service”

101. As stated above, I do not know Caydees.

“3.6 Does Moti and/or the Moti Group know who set up and owned Caydees?

102. I repeat what has been stated above.

103. I do not know Caydees or who its owners might be.
“The payments made in terms of the Jayt loan agreement was, according to Moti’s response to the Sentry, part of a program meant to protect the value of cash paid by Sakunda Holdings for 30% of ACF around the same time. Allegedly these loans were “part” of this operation and not the totality thereof. The quantum of the loans from Spincach and ACF are however wildly out of proportion to the cash the Sakunda deal would have made available. Put together the loan agreements with JayT totalled roughly $165-million by April 2018. This is more than the entire purchase price, even assuming the entirety thereof was made available in cash form, which we know was not the case at this point.

3.7 Please explain this discrepancy?

104. You again appear to piece together a narrative to support your agenda by relying only on a portion of the facts.

105. There are numerous possibilities to explain this so called “discrepancy”, including the fact that the transactions were possibly varied or cancelled, that the full amounts under the facilities were not advanced or that ACF or Spincash could have received funds from other sources or related to other projects.

106. Without having the benefit of seeing your source documents, I do not have the time to go and research each and every one of your unsupported conclusions. What I do I know is that each and every receipt in the bank account of ACF can be accounted for, and that your allegations of some ‘discrepancy’ are unfounded.

In amplification of the above, Spinach and ACF signed loan agreements with Oakland Mining on the exact day the Ultra loans were extinguished after the arrangement with JayT ended. Moti told the Sentry that this was again part of a strategy to conserve the value of the group’s cash. The additional loans extended on 20 June 2018 however total $130-million, far in excess of whatever cash the group may have had at hand from the Sakunda transaction - or the additional Gemsite transaction for that matter.

3.8 As before, please explain the seeming abundance of cash that needed protection (or, as we have surmised, expatriation) which can clearly not be attributed to the Sakunda transaction or the Moti Group’s Zimbabwean operations in general.
107. Based on the inaccuracy of your conclusions to date, I find it astounding that you can claim to know the full extent of the Moti Group’s operations or the cash the Moti Group may supposedly have had on hand.

108. The total value of a transaction or loan does not automatically mean that the full amount has been advanced or paid in cash – cash can flow in tranches over periods, value can be exchanged through cash but also through goods or services – you have simply jumped to a conclusion to suit your narrative.

109. Had you applied your mind to the matter, you would know that the Sakunda Transaction totals $120m, the Gemsite deal on your version (although factually unrelated to this matter entirely) an additional $57.5m. In addition, operational cashflows need to be taken into account. This also excludes the numerous other projects that the Moti Group (and Spincash) have in Zimbabwe. Reaching a transaction value of $130m is therefore clearly not impossible, in fact, a substantially larger amount was received during this period from various legitimate transactions. All of our receipts are clearly attributable to the Sakunda transaction and the Moti Group’s Zimbabwean operations if you look at the overall transaction periods and not just at one point in time, as you appear to be doing.

110. Are you trying to somehow create a narrative that we have funds that have no source- or that we don’t know where our funds originate from?

111. The answer to your question lies in the bank statements of ACF (which appear to be already in your possession or ‘control’) – the source of funds is easily determined. I will not be drawn into explaining to you each transaction over the course of multiple years – I will however state that all the funds received by ACF into its bank account are for legitimate transactions and substantiated by appropriate records.

Meanwhile, In South Africa, the disbursement of cash by Ultra in terms of its loan agreements with the Moti Group companies is unusual and beg explanation. Payments were broken up into a very large number of small amounts with several payments often occurring on the same day. For instance, in the course of December 2017 Ultra made 144
payments to 7 Vlok Road Bryanston for a total amount of slightly over R68-million. A similar pattern is discernible at the other companies.

3.9 Please explain this strange pattern of disbursement for the Ultra loans which seem to accord with the well-known strategy of evading regulatory notice by “smurfing” large money flows

112. Ultra owed the Moti Group money and paid the money. I have no control over how they choose to do it. It is their prerogative to pay it as they please. Provided they paid it, I have no basis to question their methods. If this ‘smurfing’ (as you refer to it) was in fact an issue, the banks would surely have mechanisms to detect such activity, which they did not.

113. Our dealings with Ultra were indeed explained to our bankers in detail at the time, and they raised no objection thereto. I fail to see why, if they were satisfied, you see fit to question these transactions.

In responses to the Sentry, Moti indicated that the Ultra loans to the property companies were bona fide investments into developments by the Moti Group. Strangely, the owner of Ultra, Mr. Imraan Ismael, denies any knowledge of these transactions. In a telephone interview he instead claimed (a) to not know and to have never met Moti, and (b) “not even know these people”. Similarly, Mr. Yusuf Ismail, who is a signatory and co-guarantor to the loans, also replied that he “has no knowledge hereof”. Only two inferences can be made: Either there was something untoward about these loans and Messrs. Ismail and Ismael are trying to distance themselves from them – or the transactions were somehow fictitious and a fraud perpetrated on these two men.

3.10 Please comment on these inferences. Did someone in the Moti group fake the signatures of either or both of the two men?

114. We deny that any employee of the Moti Group would forge signatures on an agreement. I know of no such occurrence. You are either purposefully misquoting a conversation with Ismael or have gotten hold of the wrong person altogether. Ismael confirmed in writing to
us that he knows us, and that our agreements stand. See annexure “3.10” hereto.

Yusuf Ismail is commonly known in South Africa as “Joe Dollars”. He is moreover the brother of Mohamed Ismail who is commonly known as “Mo Dollars” (not to be confused with the “Mo Dollars” in the recent Al-Jazeera documentary, Gold Mafia). Both men are known to be active in the informal movement of money in the region and it is clear that both are known to Moti. In addition to the agreements with Yusuf/Joe, the older brother “Mo” in late 2013 attended a meeting at Moti’s office where Moti introduced him to Mark Lifman. This is according to Ismail’s testimony at a SARS enquiry into Lifman’s affairs.

3.11 When did Moti first meet the “Dollar brothers” and what was the context?

115. I don’t recall specifically when I first met Yusuf or Mohamed Ismail, or what the context of such a meeting was. It was a long time ago.

3.12 Has Moti conducted any other business with either Yusuf or Mohamed Ismail?

116. I have not personally conducted any other business with them.

The loans from Ultra to the Moti Group property companies were simultaneously extinguished by a Subscription and Shareholders Agreement dated 21 June 2018. The parties to this agreement included Ultra, Mr Ismael as well as Mr Ismail (“Joe Dollars”). The gist of the agreement is that all the outstanding debts totalling some R335-million at that point will be converted into equity in a company called Afrique Chroma. In addition, Ultra will pay another R271-million to reach a total purchase price of R606-million for 40% of Afrique. This sum would then be transferred in its entirety to the existing shareholder of Afrique, Erf 1465 Fresnaye (a Moti Group company).

3.13 As with the Ultra loans both men deny any knowledge of Afrique Chroma. The inferences that can be drawn are the same as above – that they have something to hide or that they have somehow been defrauded. Please comment.
117. You are mistaken – we have received written confirmation from Ismael that he is indeed aware of the agreements. See annexure 3.10 hereto.

3.14 For the sake of clarity, please confirm that the transaction above involved an actual infusion of R271-million cash from Ultra in addition to the debt swops

118. See my answer above in respect of your question posed in paragraph 3.9.

3.15 The balance owed to Ultra for “property development loans” was ostensibly R335-million as at 21 June. It is however clear from payment directives that this balance does not necessarily reflect the totality of funds that flowed via this channel. On Moti and the Moti Group’s version how much funding was actually received from Ultra in total?

119. I am again surprised at your willingness, as an investigative journalist, to rely on documents that are, (based on my understanding), unsigned and not verified. A mere ‘payment direction’ is simply a request or instruction, it is not proof of a transaction being executed or concluded.

120. It is exactly for this reason that you are not able to determine the balance received via the loan agreements – the documents you rely on have not been authenticated, may have been tampered with and are clearly not ‘proof’ of anything more than an instruction. The amounts received and the amounts recorded in the various loan recons align with each other.

The subscription agreement for 40% of Afrique Chroma stipulates that the full purchase price, being R606-million, be transferred to Erf 1465 Fresnaye. This seems to be at odds with the stated purpose of the investment which is the development of a new technology dubbed “Project Z-Steel”.

3.16 Why would the company ostensibly developing a cutting edge technology be drained of all its resources?

121. The declaration of a dividend pursuant to a subscription has a similar effect to that of a
share sale. This is regularly utilised in commercial transactions. It is in fact so common that the Income Tax Act has a section specifically dealing with this type of transaction.

3.17 If Afrique Chroma was obliged to pay the “full purchase price” to Fresnaye (i.e. R606-million) after receiving only R271-million from Ultra, where did the balance of funds come from?

122. Refer to your own questions – it was set-off against the funds already received under the various property loan agreements.

After this transaction and presumably after Erf 1465 Fresnaye received the cash consideration, Erf 1465 Fresnaye started rapidly distributing resources throughout the wider Moti Group through the purchase of shares, furniture and claims from other group companies. In amplification of the above, it appears that the purpose of the supposed investment in Afrique Chroma by Ultra was not to develop a new metallurgical technology but rather to consolidate funds of uncertain origin and then to distribute these funds throughout the Moti Group.

3.18 Please comment on this inference.

123. As previously stated, the mechanism employed has a similar, although not identical, outcome to that of a sale of shares agreement. The parties could easily have opted to enter into a sale of shares agreement to achieve their commercial objectives – it is not for you to dictate what is acceptable or not between them. It is logical that once funds accrue to an entity, it will seek to utilise and apply those funds.

With regards to Afrique Chroma it also appears that the purchase consideration of R606-million for 40% is wildly out of step with the real value of the investment, insofar as it was a legitimate investment. According to a December 2020 brief and new instruction document for Paul O’Sullivan, the Afrique Chroma/Project ZSteel budget “amounted to USD $18 million, of which Kuda [Tagwirei] would contribute USD $5.4 million for 30%”. 
According to other information the costs of developing Project ZSteel were less than $1 million.

3.19 How would you explain this discrepancy?

124. You seem to again reach conclusions based on limited information, and more importantly, information which may have been tampered with or selectively put forward. We cannot and do not accept a “discrepancy”.

125. You cannot assert that the purchase consideration is ‘wildly out of step’ without knowing the technology being the project, what the cashflows look like or what the commercial application would be.

126. Your question/comment is speculative and seeking to advance a false narrative. The technology referred to in terms of these companies is no less than revolutionary and has the potential to propel the business into industry world-leaders.

127. The ZSteel project encompasses various technologies and IP related to the beneficiation of Chrome Ore (Cr2O3.FeO) into its various economically usable components. This includes, amongst other things, conversion of the Chrome Ore into Ferrochrome by way of the “Aluminothermic Process”, the conversion of log grade Chrome Ore and/or slag, into pig iron and chrome rich slag (which can then be further beneficiated).

128. The road to commercial realisation of such a ground-breaking and advanced undertaking requires many steps, including lab work, small scale tests, small pilot plants, commercial scale pilot plants, etc. Each step has a different cost, and different capital requirements.

3.20 Please explain in detail the technology that supposedly attracted a R606-million investment from Ultra Trading (and which Ultra denies having made).

129. Other than what I have set out above, I will not provide any more details around highly confidential intellectual property and information to further what is likely to be a
speculative, sensationalist and inaccurate narrative.

3.21 Moti told the Sentry that Afrique Chroma’s technology has already been “implemented in a factory constructed for this purpose in Zimbabwe. There is no other factory like this in the world”. Moti was, however, seemingly conflating Z-Steel with ACF’s aluminothermic plant. Please advise where and when ACF supposedly constructed a Z-Steel plant.

130. They are one and the same. As explained, Z-Steel covers various aspects of the beneficiation of Chrome Ore and its by-products into economically usable alloys such as Ferrochrome and Pig Iron, with minimal use of electricity.

3.22 Does the Moti group own, control or benefit from any patents with regards to Project Z-Steel or Afrique Chroma? If so, please provide the reference number.

131. No. As you are aware, filing a patent application requires full disclosure of the technology you seek to patent. Furthermore, a local patent filing does not necessarily provide protection of the technology in other jurisdictions. Based on the legal advice we received at the time, it was recommended to rather protect such IP by keeping it highly confidential, rather than apply for a patent.

Returning to Oakland Mining it appears that there was an additional suspect link to the Moti Group via a Krugerrand dealership called Villa Gold. According to a resolution passed by the directors of Villa in October 2019 the company was authorised to lend Oakland “an additional USD 10 000 000.00”.

3.23 If loans to Oakland Mining was part of a plan to protect the value of cash in Zimbabwe, why was a South African entity in the group providing it with significant financing?

132. I can only assume that you are referring to a draft resolution saved as a word document. Your assertion that “according to a resolution passed by the directors” is legally and factually incorrect. The document is in draft format, not signed by the directors and has no legal effect. Villa Gold never advanced any funds to Oakland Mining.
SECTION 4 – “Fastmove”

In June 2017 the Moti Group’s Waleed Investment Holdings signed an agreement to advance a R1,26-million loan to Fastmove Electrical CC. The agreement recorded that the borrower, Fastmove, had purchased two vehicles from Waleed “on credit”. The vehicles (a Porsche Cayenne and a BMW) would remain the property of Waleed but be used by Fastmove until the loan is repaid, essentially making the agreement a vehicle finance agreement. The agreement however makes no mention of interest being charged, indicating that it is extended on concessional terms.

One of the signatories to the loan agreement was prominent Zanu-PF politician Owen Ncube. A simultaneous personal guarantee agreement was signed between Waleed and both Ncube and another controversial and high-profile Zanu-PF politician, July Moyo, in terms of which the two politicians would personally guarantee Fastmove’s debt to Waleed.

On the face of it, Waleed was providing vehicles to Zanu-PF politicians under cover of a concessionary vehicle loan.

Was Fastmove operating as a front for Ncube/Moyo/Zanu-PF, and was the “loan” some form of gratification?

Was this loan repaid? If so, when

133. We have never given any gifts or advances to Ncube or Moyo. Waleed Investment Holdings trades vehicles in the ordinary course of business. It cannot charge interest when selling vehicles on credit, as it is not a Registered Credit Provider in terms of the National Credit Act, 34 of 2005. There is nothing improper or illegal regarding this transaction. The loan was no form of gratification, and Waleed can sell vehicles to whomever it chooses in the ordinary course of business.

SECTION 5 – “Cash for Influence”

5.1 Within a short period, the Moti Group had dealings with several prominent political figures or politically exposed individuals, some of whom are internationally sanctioned, including Mnangagwa, Mnangagwa Junior, Chiwenga, George Chiweshe, Lishon...
Chipango, Supa Mandiwanzira, Owen Ncube, July Moyo. There is a strong suggestion that some of these dealings were underhand, bore the hallmarks of money laundering, or were otherwise corrupt. Why should we not conclude that ACF’s relative success in Zimbabwe, and the benefits it appears to have enjoyed, such as tax breaks and National Project status, together with the Moti Group’s apparent favour with the Zanu-PF regime, are not as a result of a generally corrupt relationship between the Moti Group and the Mnangagwa faction of Zimbabwe’s ruling elite?

134. Your proposed conclusion is highly speculative and simply unfounded. You appear to be borrowing from a catchphrase used to describe the interaction between South Africa’s most recent ex-president and a business associate who was said (incorrectly as it turns out) to be terminally ill leading to his medical parole.

135. I reject all allegations that ACF was involved in money laundering or corruption. All its dealings (even with prominent political figures) were correct and in the ordinary course of business. Examples of this are provided in relation to some of the persons you have named and attempted to create the false narrative around. We correct some of those falsities hereunder:

135.1. Supa Madiwanzira: The payment to AB Communications (Pvt) Ltd in terms of a property transaction where a Moti Group enterprise would acquire a 50% interest in a property of approximately 33 000m² located in Sunway City Harare.

135.2. George Chiweshe: On 2 February 2018 $100 000 was paid to GM Chiweshe acting on behalf of Overseas Trends (Pvt) Ltd as an advance payment in respect of a claims acquisition that was being negotiated between Overseas and ACF. Overseas Trends presented to ACF that it had, or had the rights to, acquire significant chrome claims located close to ACF’s existing chrome claims. Overseas Trends presented that they would be one of the biggest chrome concession holders in Zimbabwe. Following extensive negotiations lasting a number of months, and the conclusion of a partnership agreement between ACF and Overseas Trends, the envisaged transaction failed to materialise as Overseas Trends to our knowledge could not acquire the claims as they had undertaken to
do.

135.3. Lishon Chipango was a shareholder in ACF and was his participation in ACF was fully disclosed in ACF’s share register.

5.2 In response to the Sentry’s question of whether Moti requested a Zimbabwean diplomatic passport, Moti was evasive, and answered that he never had a diplomatic passport from any country. However, he did try to acquire one. We have seen a letter dated 20 January 2016 and signed by Nadia Mahne on behalf of Moti, which states “I respectfully request that you [Mnangagwa] assist me in order to achieve the status [of being made a diplomat]”. [See question 1.10]. Please respond to this, and the evidence that Moti was evasive in his and his group’s initial response to the Sentry.

136. I cannot comment on a letter purportedly written by Nadia Mahne, which again I have not been permitted to see. As stated above, I have never had a diplomatic passport from any country.

5.3 A June 2017 memo to Chiwenga prepared by Ashruf Kaka clearly proposes an “exchange be arranged between UAE and Zimbabwe” where Zimbabwe would hand over a certain UAE individual detained in Zimbabwe in return for the UAE extraditing Moti’s longstanding rival, Isaeev Alibek, to Zimbabwe. Did Moti lie to the Sentry when he told them “I have no knowledge of this”?

137. Again, I confirm that I have no knowledge of this.

SECTION 6 – “Botswana”

6.1 Moti’s involvement in Botswana’s election, and what he expected to gain from supporting Boko’s election campaign, is indicative of an ambitious influence campaign and appears to mirror his modus operandi in Zimbabwe. In return for supporting Boko, he expected “certain commercial opportunities” in the event of his win. But a closer look at
what was expected is truly eye-watering. It included that the Moti group would be appointed to provide mandatory travel insurance to visitors of Botswana, be made chief negotiator to engage with De Beers, which plays a central role in Botswana’s economy, that the Moti Group manage border control and security for the country, and undertake business activities in the beef, fuel, lithium, and fertilizer sectors. Relatedly, Exotic Holding Limited, a Moti Group company registered in the Seychelles, was to have exclusive rights to distribute generic medication in Botswana for ten years. Put simply, this sounds like state capture. Please respond.

138. In Botswana, there is no law in place stating that a political party may not source political funding from international investors. The State also does not finance the political parties. It is up to the political parties to source and finance their election campaigns. Businesses all over the world sponsor and support political parties and campaigns. In fact, the country where The Sentry is based, the United States of America, is quite notorious for companies donating millions of dollars to the election / re-election campaigns of politicians at all levels.

139. I did contribute a small amount to the UDC political party as they requested funding for their election campaign. As an investor in the SADC region, I am free to donate to a political party if I so wish, in the furtherance of the multiparty system of democracy.

140. It is ludicrous to suggest that the provision of minimal funding to an umbrella organisation amounted to an attempt to capture the state of Botswana.

141. There is nothing wrong with acquiring fuel, lithium, fertilizer, or anything else commercially, and as a company we are more than entitled to do so. Our proposals were to add value to Botswana and would have been to their economy’s benefit.

142. Neither I, ACF, nor the Moti Group have committed any constituting state capture.

6.2 What was Boko’s assessment of these plans – did he agree with them?

143. I have no idea what Boko’s assessment would be of the so-called plans since nothing
came to fruition.

6.3 In scale and ambition the Botswana plans have echoes in what was envisioned in the Gemsite and Command Mining ventures, which would have entailed extraordinary concessions from the state. For instance, one Gemsite project was to be a state-backed pharmaceutical company and another a state-backed plan to consolidate the country’s small-scale chrome miners. This is reminiscent of state capture in South Africa and demonstrates remarkable confidence in finding favour with the Zanu-PF regime in partnership with its key business ally, Tagwirai. Please respond.

144. Our business model is to enter developing African counties and invest in certain industries that will both benefit the country we are investing in economically and be profitable.

145. Mining for example is a sector where there is a win-win situation for the country and the investor. I have invested in Mines in some way, shape or form in South Africa and Zimbabwe and intend to continue to invest in mines and mining activity throughout the SADC region.

SECTION 7 – “Prison in Germany”

146. In order to provide a meaningful answer to this section of your document, it is important to explain the background and sequence of events which led up to my arrest and detention.

147. In July 2013, I engaged with a potential investor, Alibek Issaev ('Issaev'), to invest in a chrome beneficiation company called FerroChrome Furnaces ('FCF'). This investment would be done through Issaev’s company Dudu Communications.

148. This initially involved a Sale of Shares Agreement, which was signed in Dubai on 6 August 2013, and which was replaced by an amended agreement signed on 19 August 2013. Issaev agreed to make two separate payments by cheque for the agreed purchase price.

149. During August 2013 my father and I attended a wedding in Russia at the invitation of Issaev.
150. Issaev also offered to find buyers for a diamond which I owned.

151. Both cheques were presented for payment and were dishonoured due to insufficient funds. Issaev also forced my father to sign a cancellation agreement under duress and with physical force to cancel the transaction prior to the cheques being presented.

152. Issaev resorted to criminal intimidation to attempt to procure the shares, and various criminal and civil cases were opened with the authorities in Dubai. Issaev also failed to return the diamond he received from me.

153. The Dubai courts found Issaev guilty of theft of the diamond, returned a civil judgement for Issaev to repay me the value of the diamond, and also returned a civil judgment against Issaev in the sum corresponding to that of the dishonoured cheques.

154. Copies of three separate judgements are annexed herewith marked as Annexures 7A1 to 7A3:

- 7A1 – A conviction for the diamond theft;
- 7A2 - a civil judgement for the diamond theft, to the value of USD 5 000 000.00;
- 7A3 - and a civil judgement to the equivalent value of USD 3 000 000.00 against his Company Dudu communications, for the two dishonoured cheques issued.

155. In July 2017 I learned that charges had been laid against me and three associates in Lebanon for theft by Issaev and an acquaintance of his. The other three accused and I had never been to Lebanon and could therefore not be guilty of any offences there. The matter was reported to the Commission for Control of Interpol Files (“CCF”), the Interpol division responsible for monitoring the compliance of member countries. The CCF eventually found that the charges were baseless, and the red notices were blocked pending a final review.

156. It is important to note that Issaev and his business partner, Raj Sani, informed me that there were “other matters” that were contemplated and/or in progress of being reported in a “variety of different countries” such as India, Pakistan, France, Spain, Portugal and more
importantly, Russia which would compound the matters against me and my associates.

DIFFUSION NOTICE FROM RUSSIA JANUARY 2018

157. Unbeknown to me, a Diffusion Notice was issued by NCB Moscow Russia on 24 January 2018. This notice was sent to, amongst other countries, South Africa, London, Geneva, and Germany.

158. A Diffusion Notice is an alert which notifies law enforcement authorities in countries that another country seeks the arrest of a person.

159. I have deduced that this was issued at the instructions of Issaev without any basis whatsoever.

160. I will draw the necessary link the information and demonstrate why I say it was Issaev's doing.

161. On Saturday 18 August 2018, my companions and I flew from Geneva to Munich to attend to some business meetings.

162. I did not experience any issues on landing and entering Germany on the morning of 18 August 2018. However, when I attempted to depart from Munich International Airport to Zimbabwe on the evening of 18 August 2018, I was detained by the Immigration Police at the Airport.

163. On the Interpol System in Munich Airport, it was noted (on a Diffusion Notice) that there was a warrant for me and my father’s arrest in Russia. The Diffusion Notice was issued on or about 24 January 2018 in a case relating to alleged theft and fraud by me and my father. The complaint appears to have been initiated by an A. Shakhbanov. It was later discovered that Shakhbanov was an employee of Alibek at the time, but this will be explained in later paragraphs.

164. Shakhbanov falsely alleged that my father and I conspired to fraudulently sell an apartment in the United Arab Emirates to Shakhbanov and “persuaded” him to pay an
amount of US$ 100 000.00 as the deposit for the apartment. Shakhbanov then alleged that my father and I left Russia after collecting the deposit in cash and that we were never able to sell the property so therefore fraudulently stole his deposit. These allegations were blatantly false.

165. It should be noted that the dates referred to in the Diffusion Notice (being 5 & 6 August 2013) coincide directly with the dates that me, my father and two business associates attended Russia at Issaev’s invitation for a family member of Issaev’s wedding.

166. When Ashruf Kaka, a former associate and advisor of mine, contacted Issaev immediately after my arrest in Germany, Issaev stated that the true amount that the charges referred to was in fact US$1 Million and not US$ 100 000 as stated on the diffusion notice. This supports my conclusion that Issaev was behind the charges since he would not have been in a position to know about the supposed error or for that matter the Diffusion notice.

167. The allegations against me and my father start to unravel and are proved to be false, when examined closely, and with common sense reasoning.

168. 

168.1. Shakhbanov was supposedly willing and able to pay $1 million deposit for an apartment he had never seen, nor requested to see at any time.

168.2. In his statement to the police, Shakhbanov states that he is a taxi driver, and yet he apparently had $1 million in cash readily available to buy an apartment.

168.3. The so-called cash was allegedly handed to my father in a sports bag around 1am at a gas (petroleum) station outside Moscow. My father was 64 years old at the time, extremely frail and had been suffering ill health. US$1 million in $ 100 dollar bills weighs approximately 10kgs and would have constituted a weighty parcel for a frail man to handle.

168.4. The complainant apparently handed over the cash (i.e. the $1 million) to someone he had only met the day before.
168.5. Shakhbanov claimed in his statement that my father had signed a receipt, but no such receipt was ever handed over to the police.

168.6. Neither my father nor I had ever been to Russia prior to attending the wedding, yet we are alleged to have taken $1 million in cash at a random location in the early hours of the morning.

168.7. My father and I were alleged to have left Russia the next day, but no mention is made of how we managed to get $1 million in cash through customs at the airport.

168.8. Shakhbanov then waited almost three years before reporting this theft to the police, despite the fact that $1 million had allegedly been stolen from him three years earlier.

168.9. In his initial statement to the police Shakhbanov claims not to have contact details for the accused (i.e. me or my father), nor could he remember the address of the apartment purchased. Surely no reasonable person would pay $1 million without being able to contact the sellers or even finding the property.

168.10. The three persons that are cited as the complainant and the two witnesses were at the time, employees of Issaev or companies in which he has an interest. Issaev as such has direct or indirect control over such persons.

168.11. Issaev was aware that the CCF had blocked the information against me and my associates on or about 15 December 2017 and allowed us to travel. Deceptively he ensured that the Russian matter was activated, and that my father and I would be kept in detention had we travelled to a destination which would have acted upon the diffusion notice (which is the subject matter of my German detention whilst I travelled during August 2018).

168.12. After submissions were made to CCF, and an extensive review process, the CCF found that the charges against me were baseless, and a clearance
certificate was issued to me on 2 November 2018.

168.13. A copy of this clearance certificate is attached as Annexure 7B. In addition, the CCF undertook to notify me should any further red notices or diffusion notices be requested.

168.14. I was released from detention by German authorities in January 2019.

168.15. Neither the government of Zimbabwe or any politician in Zimbabwe had ANY input into, or influence over my release.

168.16. I have never been convicted of any offence in Russia or anywhere else for that matter.

YOUR ALLEGATIONS / QUESTIONS

169. Having now provided you with the complete details on the detention in Germany, I will respond to your questions by first providing you with a general answer, and then by addressing each question / allegation separately.

170. I have shown that I was detained in Germany unlawfully, and that I was innocent. Now imagine if you found yourself in a similar situation. You are an innocent person being held in Germany, facing possible extradition to Russia where the authorities are notoriously brutal. Would you not ask any and all of your acquaintances for assistance?

171. I have met and engaged with both President Mnangagwa and Vice President Chiwenga through the years I have actively invested in Zimbabwe. Facing extradition to Russia, I wrote to several influential figures including President Ramaphosa and Lord Peter Hain asking for any assistance they may be able to provide. There is nothing illegal about this.

172. You refer to multiple letters written to various parties by either me, Ashruf Kaka or Nadia Mahne. I have repeatedly informed you that the information provided to you by Clinton Van Niekerk, Frederick Lutzkie or The Sentry whichever the case may be, was stolen. In addition, you have repeatedly refused to provide me with copies of the correspondence in order for me to authenticate the documents. Included in the files stolen by Van Niekerk were thousands of documents in Word or Excel format. Needless to say, anyone with a
computer can alter these documents easily. Even PDF documents can be altered if someone has access to the right software. I know that Van Niekerk had the software required to edit PDF documents.

173. As you yourself reported on the criminal proceedings against Van Niekerk, you are well aware that he has a clear motive to attempt to damage the reputations of me and the Moti Group and could have altered any number of documents in order to do as much harm as possible. You cannot expect me to provide meaningful answers to anything if I cannot possibly know what version of letters you allege I wrote were provided to you.

174. When read as a whole this document proves that you have already decided on what narrative you will pursue in your article. This is clearly demonstrated when a supposed question starts with “1.10 In 2016, Moti kept up his attempts to cosy up to power...”. This wholly undermines journalistic ethics which requires that reporting should be fair and balanced. Your previous articles published about me proves this beyond a doubt. As a member of The Press Ombudsman, you make a mockery of the claim that reporting should be responsible, ethical, and fair.

Questions / Allegations

7.1 Moti and the Moti Group’s closeness to Mnangagwa was clearly displayed in Moti’s hour of need. After Moti’s arrest in Germany, Kaka wrote a letter to Mnangagwa dated 30 August 2018 “humbly” requesting his assistance in “facilitating” a meeting between himself [Kaka] and South Africa president Ramaphosa to discuss Moti’s arrest. Please feel free to respond to this.

175. As you are well aware, Ashraf Kaka is no longer with the Moti Group, and I cannot comment on what he may or may not have written to anyone. I already provided you with the background to the arrest in Germany and acknowledge that I requested assistance from as many people as possible since I felt with much justification that my life was in danger.

7.2 During Moti’s time in prison in Germany he wrote a series of letters and, in desperation, was very unguarded in what he said. One particularly compromising letter (which appears also to have been digitally transcribed by his PA) was addressed to Nadia
Mahne, in which Moti instructed her to take “$30” to “No 1”, the president of Zimbabwe, and to “read my letter to him as well as let him see that I care for him and don’t forget him ever”.

176. Although it is impractical and repetitive to continually repeat that any document you have possession of or have seen could very easily have been altered, and since you refuse our reasonable request to examine said documents, we stress that each document below should be viewed as a possible forgery.

177. You state: “... (which appears also to have been digitally transcribed by his PA) ...” and then claim the letter was addressed to Nadia Mahne. This makes absolutely no sense since Nadia Mahne was my PA. Why would she transcribe a letter addressed to herself? If the letter states that No 1 is President Mnangagwa, please confirm this, otherwise this is an assumption made by you. On the face of it, it is ludicrous to think that $30 would buy influence, or are you also alleging that this is $30 000 or $30 000 000 or $30 000 000 000? Please clarify which amount you are referring to.

Moti also instructed Mahne to take “$20” to CDF(2), who we believe to be Mnangagwa’s deputy, Chiwenga, and to “Tell him you can’t leave the letter with him as it has sensitive information in and also give him a copy of my letter to Kuda for him to read”. The letter instructs Mahne to tell Chiwenga to call Tagwirei and tell him [Tagwirei]: “To be honorable and pay his dues”; “Not to be a traitor and not to talk to Muda”; “For now to pay per my request as he owes the money and he gave his 6 month installments to pay and this is already the 3rd month he is not paying”; “Please explain all Kuda’s excuses .... Paying $5m a week and for so long he is playing games”; “Explain lastly that I only paid him his R200k late for the last 11-14 days as I got arrested and only yesterday did Bianca get to see me for the first time”; “I have always kept my word with Kuda, he is always not keeping his”.

178. Again, please clarify what amount of money you assume the $20 would be. Please also tell me how you arrive at the conclusion that CDF is Vice President Chiwenga. Kuda is a common name in Zimbabwe, and if the “No 1” and “CDF” do not refer to the President and Vice President, then Kuda could be anyone. This and the rest of the “questions” are replete with assumptions made by you to fit your narrative that it simply should not justify a
response.

179. A further valid interpretation would be that No1 refers to the person in charge of the ACF operations in Zimbabwe, and CDF could be the Chrome Development Foreman. These two individuals are being instructed to collect outstanding money owed to the company.

180. I often refer to two members of my immediate family as No1 and No 2 affectionately.

*This is further evidence of a cash for favours scheme and points to an attempt to lean on the two most senior politicians in Zimbabwe to pressure Moti’s business partner-turned-rival and close associate of the Zanu-PF elite, Tagwirei, to pay Moti money he believed Tagwirai owed him. Whether or not this ever happened, the intent is clear –Moti felt sufficiently empowered to ask the president of Zimbabwe and his deputy to act as his debt collectors, and must have felt that they were close enough or indebted enough to him to act on the request. Please respond to this.*

181. Your paragraph commences with: “This is further evidence of a cash for favours scheme and points to an attempt to lean on the two most senior politicians in Zimbabwe...”. As stated above, there is no evidence, just your assumptions. It is arrogance of the worst kind to make assumptions based on a likely altered document and call it evidence and/or to jump to a conclusion and then force everything else to fit your opinion.

182. As to the attempt to “lean” on politicians, if I had a cash for benefit scheme with the President and Vice President in place, why would I only ask the Vice President for a favour and not the President? If there had been an attempt to influence anyone, which I deny, there has certainly not been any evidence presented. It should also be noted that there is a vast difference between asking a friend for assistance, and “leaning” on them even if I had written this letter.

7.3 In the same letter referenced above, Moti writes: “Explain that uncle [who we understand to be Mnangagwa] and him [Chiwenga] ...[are?] ... Equity partners and that I need the money... and I don't need a loan from Kuda, I need him to pay what is due to me”. Please respond to this and explain how Mnangagwa and Chiwenga are equity partners. Presumably the two senior figures were hidden partners in ACF/Spincash.
183. Again, there is no evidence that this letter has not been altered. “Uncle” and “him” obviously does not refer to the President and Vice President since they are not shareholders in any of the operations in Zimbabwe and have never been. Again, you assume that either of these figures are “hidden” partners. They are not, nor have ever been partners in ACF or Spincash. This entire paragraph can be rejected as unsupported conjecture.

184. In the previous question you assumed that No1 refers to President Mnangagwa, now you claim he is “uncle”.

7.4 In a letter transcribed by Moti’s PA on 3 September 2018, Moti wrote to Mnangagwa, addressing him as “uncle”, notifying him of his incarceration in Germany and writing: “Congratulations to you my uncle and Zimbabwe. I never one day doubted you. I’m sorry I couldn’t attend your ceremony uncle. You know what it is like to be in prison, I need not tell you. Uncle I love you and I told Nadia not to forget to come and see you. My loyalty to you as a son is I hope seen and appreciated by you”. The “ceremony” is evidently Mnangagwa’s inauguration and this was presumably the letter Moti wanted Mahne to read to Mnangagwa. Please feel free to comment on this.

185. President Mnangagwa and I know each other and have a fondness for one another. If I wrote a personal letter to President Mnangagwa, then there is nothing illegal about this.

7.5 Similarly, Moti wrote to “Brother CDF” (ie. Chiwenga), saying “Please call my father and go see him brother. Hold him tight and give him my love my dear brother. Do this for me. He, like me, loves you very much CDF. Brother I am unable to get to any of my banks in Europe / Middle East and Asia as I am in jail. Brother please assist me to instruct Kuda to pay me what’s due to me”. This is presumably the letter Moti intended Mahne to give to Chiwenga. Please feel free to comment on this.

186. Your attempt at finding something to use against me with yet another of your assumptions, is pitiable. You made the assumption that CDF refers to Chiwenga in an earlier paragraph, and now you state it as a fact. This is extremely disingenuous and another example of you
advancing your pre-conceived narrative in a blatant disregard for your journalistic ethics,

7.6 In a letter written and signed by Moti, and addressed to “Uncle” (ie. Mnangagwa), Moti writes: “I have never asked you for anything. Pls can you write a letter to Mrs Merkel of Germany requesting her input into this matter as I am a friend of the Zimbabwean people uncle.” The matter at hand was Moti’s imprisonment in Germany. Please respond to this.

187. I don’t know what you base your assumptions on since you refuse to let me have sight of the documents, nor do you actually ask a question. You infer an improper relationship between me and President Mnangagwa, and state that the matter at hand was my imprisonment in Germany, but you base this on the flimsiest unconfirmed writings from unknown sources. In any event, I can confirm that President Mnangagwa did not write any such letter to Mrs Merkel.

7.7 A recurring topic in Moti’s letters from prison in Germany is Tagwirei and the money he allegedly owed Moti and the Moti Group. Moti’s anger was often on full display, and at one stage he wrote to a colleague: “Hope Nadia explained to you what’s going on re Kuda bro. I will deal with him later you don’t know. You must never let that black dog speak badly to you. Ever.” Please comment on this and the nature of Moti’s relationship with the politically-connected businessman. What was the reason for Moti’s apparent falling out with him?

188. My relationship with Tagwirei is a commercial one which came into existence before he was sanctioned.

7.8 When the Sentry asked what Moti meant when he wrote to Glencore’s Jason Kluk that “‘We on the game with No 1 etc’”, he replied “I cannot recall the context of this letter or if it even exists”. If we may attempt to refresh Moti’s memory, the letter is dated 25 October 2018 and the full extract reads as follows: “Zim a mess. Currency issues, and fuel issues. Even though I own Trek, I am struggling to get things stable on fuel and currency for now. We have two options; stop production, or go on and pay USD for everything throughout. It’s literally a major. But not to us. We on the game with No1 etc and I think we will settle
down in Zim by Jan/Feb. Drastic changes always come chaos. I will continue productivity +- 18-24T/month but we need the Moretorium as we cannot pay you and cash fuel upfront – That’s for Nov/Dec only Then we start up first in Jan. I feel its best if we continue and just produce for now and sell and reserve some opex and monthly costs. Maybe I suggest that we only hold the capital for Nov/Dec and go back with capital from 15th Jan. We pushing hard and we doing good things. And the ........ mining stands in Feb 2019. Better ...” Perhaps now you could explain what was meant?

189. In light of your claim that you do not have the documents stolen by van Niekerk, please explain how you can now quote the supposed content of the letter in detail?

190. Having said this, the letter you claim was written and signed by me was written almost five years ago and you cannot expect me to recall details of every letter I supposedly wrote when you refuse to allow me to see the letter you claim I wrote. You are well aware that I requested that The Sentry provide me with the letter to authenticate this, but now you expect me to comment while still withholding the document. I am not prepared to do so.

7.9 In a transcribed letter dated 10 October 2018, Moti wrote a long list of instructions to Kaka and the legal team concerning the legal strategy for getting Moti out of prison, at one point writing: “Push No1, No2 and Kuda. They must help us. Don’t leave them for a minute”. What did Moti mean by this?

191. Again, it falls to me to remind you that you refused to provide me with the opportunity to authenticate any of the alleged documents.

192. If, as you say, you have a letter written by me to my legal team, you should be reminded that communication between a client and his legal representatives is privileged and confidential. You should be reminded that there can be no legitimate means of acquiring these documents. Maybe you can explain why my constitutional right to privacy should be illegally breached to allow you to write a character assassination piece.

7.10 The next day Moti followed up with another letter, writing: “1. Kuda – No1 + No2 – Any news bro? 2. Should we start to stop Kuda R200K/per day yet? He is 4-5 months in arrears or payment of his agreement. But what do you think? Hold until he pays the $13.5? 3. Get
Salim to push Kuda current account up please bro – ASAP; 4. Push no. 2 hard. No.1 seem… with us? How did it go with Nadia and you? No. 1 and No.2?” Please feel free to respond to this.

193. This does not require a response other than to once again remind you that any document you are in possession of cannot be relied on and could have been altered in any way.

7.11 In a transcribed letter of 12 October 2018, Moti wrote next to point “5”, “The claims No1 promised us? Are we doing anything to push him Bro? ACF”. Please explain this.

194. Without access to the document, I cannot comment thereon, and there is nothing even remotely illegal about anything in this paragraph.

195. All the claims acquired by ACF were on sound commercial terms and legitimately bought. No party has ever “promised” or given ACF claims for free.

7.12 In a long 22 October 2018 letter to his team, Moti wrote: “We need to engage #1 and #2 and express our concerns with them so that between Kuda and No1 we need the govt now to allocate government grants as he promised us…” The letter goes on to state: “No1 and No2 needs to engage these people with you and through ministry of mines to get claims and push the policy of ‘use or loose’ process. This will create resources for you asap and will have support. Where is that document that Kaka you were supposed to give to No1 that he was going to give us a govt grant as we discussed with him”. The letter later reiterates the role of No1 and No2: “Some of the people and companies mentioned are only accessible via No1 interventions and they will only [take] you serious from MOM and NO1 and NO2. Don’t forget this and perhaps waste time. Rather get interventions from MOM via No1 directive before you can crowd the Great Dyke driving prices up guys. Get an ‘in principle’ agreement with NO1 and No2 and then this will further drive via MOM offices else you just wasting your time as the companies will want big money and when you around. Focus on MM - I am saying this as we have ordered the equipment etc for this and it’s the easiest cash flow.” Please comment and elaborate on the roles of Mnangagwa and Chiwenga. Who were “these people”? Please also comment on the apparent strategy to monopolise chrome supply and “drive up prices”.
196. Should I accept the validity of this document, I would like to point out that requesting a politician to provide introductions between the sellers of possible claims and a company interested in buying these claims, is not illegal. The letter clearly instructs the company to attempt to purchase mining claims and try to avoid companies requesting inflated prices for their claims once they realise that a company is interested in purchasing claims. Absolutely nothing in this letter even mentions chrome supply. You are again attempting to pursue a tainted narrative with unsubstantiated assumptions and fabrications will not succeed if you can’t even provide the correct wording of the supposed letter.

7.13 In the same letter referred to above, Moti writes: “JP work through No1 – he will pursue JP and don’t use Kuda on this one.” It is evident when read with other documents that JP refers to Japie Co, with which the Moti Group and Supa Mandiwanzira’s Loanward entered into a deal for the exploitation of chrome claims. JP would “facilitate” the claims and/or special grants. JP is connected to George Chiweshe and Overseas Trends. Was JP and/or Chiweshe a front for Mnangagwa (“No1”)? The reasonable suspicion that arises is that Mnangagwa was to receive kickbacks or some other form of benefit from the abovementioned chrome deal. Please respond to this and explain how “JP work through No1”?

197. It is strange that you can assume who “JP” would be based on “other documents” when you claim that you are not in possession of the stolen documents. You state as a fact that JP is “connected” to George Chiweshe, how you claim to know this I cannot verify nor comment on. None of your assumptions have been reasonable so I will not attempt to comment on your “reasonable suspicion”, other than to once again point out that you have the narrative incorrect.

7.14 In October it was publicly reported that Chiwenga was seriously ill. A letter from later that month from one of Moti’s employees, possibly Kaka, states: “Relationships are changing and alliances are altering... Kuda under pressure... CDF [Commander of the Defence Force, Chiwenga] is key to an extent but he is only back at work tomorrow for cabinet and back home. He is really ill. One and two not best of mates it seems too...noises”. Please provide a response to further evidence of Moti’s involvement with the most senior politicians in Zimbabwe.
198. Firstly, I would like to point out that you can’t even inform me who supposedly wrote this letter. Secondly, I cannot authenticate the content since you refuse to provide me with copies of the documents. Thirdly how does the fact that I supposedly knew that Chiwenga was sick (since you yourself said it was publicly reported) mean that there is some inappropriate involvement between us?

7.15 Again, in an October letter Moti wrote: “Toppie to call No1 and now complain about Kuda actually owing the money and not paying and causing the family harm on my life. Confidential discussion, please try be there with toppie”. Please respond to this and confirm who “Toppie” is – Moti’s father?

199. Once again, I highlight that I have no way to confirm whether this document was in fact written by me. “Toppie” could be just about any older gentleman in South Africa, and as I said previously “No1” could be anyone. I do sometimes refer to my father as “Toppie”, but also other elderly gentlemen,

7.16 In the same letter it states: “Kuda’s guy Chris Fourie pressure him on payment on current account and also watch his emails to Ursula. We want loan current account please – ask nice and also we want what Kuda owes us per the schedule.” Please provide details of the money that Tagwirei supposedly owed Moti at this point.

200. Despite the fact that I cannot verify the source or correctness of this document, I surmise that it deals with payment outstanding from a commercial transaction between parties. The details of the amount of debt are a confidential matter, and you don’t have the right to demand the details, and I am under no obligation to provide them.

7.17 In a separate letter from around that time, Moti wrote to Kaka: “You need to get No1 buyin. and explain to him that Kuda owes the money and also that we paid all for the other projects etc and that he also owes per the guarantee (show the toppie the guarantee ship agreement) if you can please. Get on the No1 good side Kaka. Cosy up to him. Explain to
him that Kuda not being right and he is the only guy to tell Kuda to do right”. Please feel free to respond to this.

201. Your failure to provide an exact date when this letter was supposedly written, and your refusal to provide me with the opportunity to verify the letters you claim to have does not allow me to comment.

7.18 Moti also wrote: “Also tell No1 about that Russian guy that he and Junior is dealing with, he is a liar, tell him so he knows not to trust that Bella Russian guy”. Please comment on this.

202. I have no idea who the person/persons are.

7.19 When Moti wrote to his associates in South Africa saying “I sent uncle and 2IC nuts. They love those roasted ones”, and in a separate letter “Feedback on 1 and 2? Nuts eaten etc.” what did he mean? Was “nuts” a code word for a bribe or something else? If so, what?

203. Even should I concede that I wrote this, which I don’t, I have no idea who “uncle” or “2IC” are. It may well be that “nuts” actually refer to nuts. Otherwise, what would be the difference between “nuts” and “roasted nuts”? It may be that I sent someone roasted cashew nuts as a gift. Your assumption that “nuts” is a code word for a bribe is just that, an assumption based on nothing concrete. This is a common tactic your publication has employed in the past.

7.20 An internal Moti Group brief from the week of 1 October 2018 notes “Meeting with No2 and Kuda on the 4th of September 2018 followed by meetings with Chris and Kuda on the finalization of the agreement… Kuda said he would pay on the 12th by way of arrangement through bonds and later through police commissioner debt to him. Nothing came to fruition that week despite sitting ins and discussions with No1 and No2… Week of the 17th of September 2018, Ashruf and Nadia visit to No1 and No2 and letters; followed by calls by
them to Kuda which resulted in payment of the first $10m on the 18th of September 2018.” This presumably relates to the instructions/requests referred to in 6.1. The briefing continues: “Wednesday 19 September 2018, met with No1 who confirmed that he met with Kuda on Tuesday night the 18th of September 2018 and undertook to pay the balance (making plans to organize the funds). No1 left for New York and said No2 will deal with the matter. Went to meet with No2 and said that he will follow up”. The briefing notes that a payment was made by Kuda, but that there was an outstanding balance. A further meeting with took place with No2 on 25 September and the Moti Group was awaiting payment of the outstanding amount. Please feel free to comment on the above, which constitutes further evidence of Moti’s cash for favours scheme.

204. You again fail to state what the source of this alleged document is, nor do you provide me with the opportunity to verify the document. This is by no means “evidence” of a cash for favours scheme. This appears to be an internal discussion on the efforts to secure payment of a debt. Even if I acknowledge that “No1” and “No2” are politicians, them discussing the payment of an outstanding debt with a supporter of their party (Kuda) is in no way a “cash for favours” scheme.

7.21 In an update penned by Ashruf Kaka on 1 October 2018 progress with recouping money from Tagwirei is discussed at length. After making an agreement to pay a sum of $10 million by 3 September Tagwirei failed to do so. Instead he, according to Kaka, insisted on making the payment under cover of a loan agreement. Kaka continued that “The loan agreement for $30m was signed on the 7th of September 2018”. This coincides precisely with a loan agreement signed between Sakunda and the Moti Group’s lithium investment company Pulserate Investments for 30-million RTGS, later given as $10-million in another document (a brief to Paul O’Sullivan to investigate various dealings between the Moti Group and Tagwirei). This loan was for “working capital” but was, judging by Kaka’s letter, a cover for payments from Tagwirei completely unrelated to Pulserate which was then in any case not yet in development. Please comment on the inference that this loan was a facade.

205. I again point out that Kaka is no longer with the Moti Group and I cannot answer what he may or may not have written, especially since you have refused to provide me with the documents to verify the content/authenticity. Having said that, I deny than any such
alleged loan was a façade. We have commenced with many commercial transactions with Kuda/Sakunda, many of which never reached fruition.

7.22 Debts owed by Tagwirei were, as noted above, a recurring theme in Moti’s missives from prison. Considering the fact that Moti, his family, and companies entered into a variety of transactions with Tagwirei from November 2017 onwards, his obligations to Moti were evidently vast and varied. Please indicate how much money Moti and the Moti Group actually ever received from Tagwirei – in comparison to what was owed in terms of the various transactions?

206. As I dealt with in every paragraph separately above, I would reiterate that many of your assumptions are baseless speculation based on no evidence. The assumptions are made from reading probable manipulated documents and you merely use these assumptions to support your preconceived narrative.

207. No one has the right to demand to know the details of commercial transactions between me and “Kuda”. Any transactions between the company and “Kuda” were entered into prior to “Kuda” being sanctioned and there was therefore nothing illegal about it.

SECTION 8 – “Zimbabwe Coup and Externalised Funds”

8.1 The 2017 Zimbabwean coup, and the money flows in and out of ACF and other events relating to the chrome mining company at the time, give rise to questions about ACF and the Moti Group’s involvement with the Mnangagwa-Chiwenga faction of Zanu-PF that came to power after the coup, and support the inference that the Moti Group benefited from its closeness to Mnangagwa and Chiwenga. Please respond to this.

208. ACF has received the following concessions from various Government departments in
Zimbabwe over the terms of its commercial operations:

208.1. National Project Status;

208.2. Diesel Rebate;

208.3. Chrome Export Permit;

208.4. Set-Off Approval

209. As you are aware, numerous countries, including Zimbabwe and South Africa, offer various incentives to investors to attract foreign direct investment, promote economic growth and create jobs.

210. National Project Status (NPS) was one such a programme offered by the Zimbabwean Government to projects and investors. NPS afforded recipients the ability to import capital goods required for their projects on a duty-free basis for a period of 5 years. This reduces the effective costs for major projects, increasing their chances of success and long-term contribution to the economy.

211. Recipients based on a Google search includes Oxygen Holding Ltd, the Manhize Steel Plant, Tharisa Minerals, Diverseflex Resources / Pragma Leaf Consulting Zimbabwe, Murowa Diamond Mine, Kanyemba and many others.

212. ACF was granted the duty-free diesel rebate because there is NO electricity supply at ACF and the entire operation runs off diesel generators, which is ACF’s biggest operational cost.

213. The set-off arrangement was applied for by ACF’s bankers to the Reserve Bank of Zimbabwe, as they did for numerous other clients. The sole purpose of the set-off was to facilitate ease of cashflow for operational purposes in the context of liquidity challenges and had the same commercial outcome if funds were to have flowed from one bank account to another, in the normal course.

214. As you may also be aware, Zimbabwe has replaced certain of its incentives for investors
with Special Economic Zones (SEZ), the benefits of which are:

214.1. Zero-rated Corporate Income Tax for the first 5 years of operation with a corporate tax rate of 15% applying thereafter.

214.2. Special Initial allowance of 50% of cost from year one and 25% in the subsequent two years

214.3. Specialized expatriate staff will be taxed at a flat rate of 15%

214.4. Exemption from Non-residents withholding tax on fees on services that are not locally available.

214.5. Exemption from Non-residents withholding tax on Royalties.

214.6. Exemption from Non-residents withholding tax on Dividends.

214.7. 100% rebate on customs duty for all imported equipment, machinery, and raw materials

214.8. Retention of 100% of foreign currency earnings.

215. You can do your own research on the numerous entities that have received benefits under the SEZ regime. ACF is not one of them.

216. Considering that the benefits obtained by ACF under its various concessions are fully encompassed under the SEZ regime, and in fact completely pales in comparison to the benefits under the SEZ regime, your assertion of undue benefit by ACF is unsubstantiated and wildly misplaced.

217. Perhaps you will also be investigating each and every recipient of NPS or SEZ status for so called undue benefits or political affiliation?
8.2 The Moti Group has denied that the transactions outlined in these questions were related to the 2017 coup and its funding, however, we put it to Moti and the Moti Group that they might be related to the coup and Zanu-PF factional politics in another way. One very plausible inference is that various deals and transactions occurring around the time of the coup (in particular the Spincash deal, which was signed during the coup) were designed to externalise funds for the benefit of Mnangagwa and his associates, who faced the strong possibility of indefinite exile. Please respond to this.

218. I refer you to my general answer above.

219. This is an absurd assumption and not one shred of evidence to support this notion exists because it simply isn't true.

220. I take exception to the idea or suggestion that I had any involvement in any form in the “so-called” coup. This is again the advancing of a nonsensical and false narrative aimed only at causing me reputational harm, without any proof of such allegations being advanced.

8.3 The likelihood that these deals, including the Jayt and Ultra Trading transactions, were part of attempts to externalise money from Zimbabwe in contravention of exchange controls, and for the benefit of Mnangagwa and his associates seems strong, even if the timing around the coup was coincidental and the payments were not about feathering the nests of exiled political allies. Please respond to this.

221. I challenge you to provide any evidence of this absurd allegation.

222. Not only is it false, but it is highly defamatory and rejected. I refer you to my previous answer and my answer to the Sentry.

223. Your allegations of me ‘feathering the nests of exiled political allies’ is untrue.

224. It will not surprise me if you already have records in your ‘control’ which refute this allegation but are choosing to ignore them as they do not suit the false and sensationalistic narrative you wish to advance.
225. I fear your historic reporting indicates that you do not intend reporting truthfully when it comes to me.

8.4 We are in possession of a recording of a discussion between Natalie Graaff and someone who appears to be another Moti Group employee wherein they discuss questions from The Sentry. Speaking about the Sentry journalist, Graaff told the employee “he won’t find it. He can theorise it but he won’t find it. He was thinking we were funding via Lishon. He told us straight in the meeting. That’s his theory – we must prove him otherwise. But we can’t exactly go and show how the money flowed either!” To do so would, in Graaff’s words, “open another can of worms”. There are different potential interpretations of this discussion, one of which is that the Moti Group could not open its books to the Sentry and “how the money flowed” because it would confirm the Sentry’s theory about Lishon Chipango as a proxy. Another possible interpretation is that the Moti Group was caught in a catch-22 situation believing that they could prove the Sentry wrong about Chipango and/or links between the ACF-Kuda transaction and the coup by revealing the money flows, but that doing this would reveal other transgressions within the Moti Group such as exchange control violations. Either way, it is evident that there was nonetheless something to hide. Please comment on this inference.

226. Your inferences are predetermined, and information is taken out of context to suit it.

227. Please share the recording as it is clearly taken out of context and can only be fabricated. Graaff had no knowledge of having been recorded, which means that such alleged recording is in any event unlawfully obtained, should it exist. Simply put, the Moti Group has not contravened any exchange control provisions, and there will be no link to any funds flowing via Lishon Chipango, as this didn’t happen and simply doesn’t exist.

228. In conclusion I am not prepared to respond any further to snapshot snippets of information, which are clearly based on illegally obtained documents in your possession when you have steadfastly refused to either provide me with such documents or at least to identify them so as to enable me to comment on them after being fairly informed.

229. I trust that your journalistic ethics will at least require you to quote my responses.
State capture: Zuma, the Guptas, and the sale of South Africa

15 July 2019

By Neil Arun
BBC News

South Africa's former President, Jacob Zuma, is giving evidence this week at a commission set up to investigate corruption allegations during his time in office.

The inquiry takes its name from an academic term, "state capture", that has become a buzzword - shorthand for the multiple scandals that plagued the
Zuma administration and eventually brought it down.

So what exactly is state capture?

State capture describes a form of corruption in which businesses and politicians conspire to influence a country's decision-making process to advance their own interests. As most democracies have laws to make sure this does not happen, state capture also involves weakening those laws, and neutralising any agencies that enforce them.

"State capture is not just about biasing public policy so that it systematically favours some corporations over others," Abby Innes, assistant professor of political economy at the London School of Economics, told the BBC. "It's also about strategically weakening that part of the state's law enforcement mechanism that might crack down on corruption."

"Classic corruption involves individual politicians taking side-payments for preferential treatment in outsourcing contracts, a small deal here, a license payment there," Dr Innes said.

"Full-on state capture is where corporations can influence the nature of the legislative process, and political actors allow them to do so for private gain. The whole policy-making structure of the state becomes commodified - something that politicians are willing to sell."

If traditional corruption means slipping a bribe to every police officer that catches you speeding, state capture means paying to have your car fitted with
police lights so that no officer dare stop you from speeding again. Rather than paying to get away with breaking the law, you pay to make the law work for you.

Where did the term come from?

The concept of state capture was defined in a 2003 World Bank report on corruption in eastern Europe and central Asia.

Joel Hellman, a report co-author who now serves as dean of the School of Foreign Service at Georgetown University, said a new term was needed to describe the extraordinary tactics that certain firms, owned by oligarchs, were using to maintain their dominance of the market.

"We noticed that these firms were active players not just in lobbying, which goes on everywhere, but also in using private payments to public officials to shape the laws of institutions in their favour," Mr Hellman told the BBC.

State capture theory initially helped explain the oligarchs' hold over the fragile democracies of the former Soviet bloc. Today, the concept is applied more broadly for a range of dubious dealings between corporations and governments around the world.

How did state capture operate in South Africa?

Many of the revelations from the inquiry concern the relationship between two families - the Zumaxes, centred on the former president, and the Guptas, three Indian-born brothers who moved to South Africa after the fall of apartheid.

The two families became so closely linked that a joint term was coined for them - the "Zuptas".
The Guptas owned a portfolio of companies that enjoyed lucrative contracts with South African government departments and state-owned conglomerates. They also employed several Zuma family members - including the president’s son, Duduzane - in senior positions.

According to testimony heard at the inquiry, the Guptas went to great lengths to influence their most important client, the South African state.

Public officials responsible for various state bodies say they were directly instructed by the Guptas to take decisions that would advance the brothers' business interests.

It is alleged that compliance was rewarded with money and promotion, while disobedience was punished with dismissal.

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**More about the Guptas in South Africa:**

- [South Africa and the fable of the missing Guptas](https://www.bbc.com/news/world/africa-48980964)
- [How the Guptas' brand turned toxic](https://www.bbc.com/news/world/africa-48980964)

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The public bodies that are said to have been "captured" in this fashion included the ministries of finance, natural resources and public enterprise, as well as the government agencies responsible for tax collection and communications, the state broadcaster SABC, the national carrier, South African Airways, the state-owned rail-freight operator Transnet and the energy giant Eskom, one of the world’s largest utility companies.

The responsibility for promoting and dismissing public officials lay with Mr Zuma. According to David Lewis, executive director of Corruption Watch, a Johannesburg-based NGO that investigated the Guptas, the president’s powers of appointment were key to the success of the alleged conspiracy. As well as ministers, the South African president has the right to appoint the boards of directors of state-owned enterprises and - critically - the heads of law enforcement agencies.

Mr Zuma could do as he pleased, Mr Lewis told the BBC, "as long as he ensured who was appointed the head of the police, and the head of the anti-
corruption agency of the police".

What was the impact of state capture in South Africa?

The allegations eventually brought the Zuma presidency to a premature end last year and prompted the Guptas to leave South Africa.

They also damaged the reputations of various illustrious firms that had done business with the Guptas.

Ethical lapses were highlighted at the global accounting giant KPMG, management consultants McKinsey and Bain and Co, and the German IT company, SAP. Bell Pottinger, a London-based PR firm with a history of representing repressive governments, was dealt a fatal blow, closing down over its dealings with the Guptas.

State capture has blown a hole through the public finances, disappearing tens of billions of dollars from Africa's most advanced economy. The scandal has also dealt a huge blow to the reputation of the African National Congress, the party that has governed South Africa for nearly 30 years. Many of Mr Zuma's colleagues in the party have, like him, been accused of corruption.

According to Dr Innes, the ultimate victim of state capture tends to be the political system that is corrupted by business interests. "Politics becomes the point of entry and exit into what is fundamentally a financial market for retaining control over the state and its assets," she said.

What can be learnt from the South African case?

The alleged conspiracy between the Zumas and the Guptas was eventually stopped by a combination of factors, including pressure from global financial markets that were alarmed by the hiring and firing of ministers in charge of the economy.

Mr Lewis argues that while the country had been let down by certain democratic institutions, such as its prosecutorial and regulatory agencies, it was rescued by others.

These included the independent media, the courts and civil society organisations - all of which had honed their skills fighting apartheid. South Africans, he said, belonged to a "young democracy with a very recent tradition of resistance to authoritarian rule. They don't take things lying down".

Mr Hellman, who testified at the inquiry, says South Africa's open discussion of the impact of state capture had set a positive example for other countries. However, he warned that there was also a risk that any such process ends up being used to settle political scores, rather than to address the "structural issues" that allowed the corruption to flourish.

Having left South Africa, the Guptas are now living in Dubai.

Jacob Zuma is currently on trial in a separate corruption case. In a 2007 TV interview, he denied that the state had been "captured".

"There is no parliament that is captured, there is no executive that is captured," he said. "State capture is political propaganda."

The interview was given to ANN7, a TV channel founded by the Gupta family. Its former editor told the state capture inquiry that Mr Zuma had been "very much involved in the running of the station".

More on this story

The Zondo Commission: A bite-sized summary

What did the Zondo Commission focus on?

Former Public Protector Thuli Madonsela published her final report, State of Capture, in October 2016. The Public Protector was responding to complaints received by her office in connection with the alleged improper and unethical conduct relating to the appointments of Cabinet Ministers, Directors and award of state contracts and other benefits to the Gupta linked companies (Public Protector, State of Capture, 2016). Her key recommendation was that a judicial commission of inquiry be appointed, headed by a judge selected by the Chief Justice. Former President Jacob Zuma attempted to challenge this recommendation in court, but he was unsuccessful.

The Terms of Reference of the Zondo Commission are broad in scope, with the Commission being appointed 'to investigate matters of public and national interest concerning allegations of state capture, corruption and fraud'. The Terms of Reference are concerned predominantly with the practices of executive members of the state (that is, senior politicians tasked with having authority over the running of the government, such as the president, cabinet and equivalent at provincial level), and the nature of their relationships with private individuals, and including the Gupta enterprise.

Certain Terms of Reference cover issues raised by the Public Protector in her State of Capture report: the role of the Guptas and Duduzane Zuma in influencing appointments and dismissals to Cabinet and an array of state entities; the awarding of contracts, mining licenses and other business to Gupta companies; improper intervention to prevent the closure of bank accounts of the Gupta-owned companies; the appointment of
Des van Rooyen’s advisors at National Treasury without following proper procedures. Much more broadly, the Commission was mandated to investigate the nature and extent of corruption in the awards of contracts by state entities and government departments. In the end, the Commission was charged with much wider scope of investigation than initially envisioned by the Public Protector. As Chief Justice Zondo wrote in the first volume of the report:

They [the Terms of Reference] required the Commission to investigate allegations of corruption and fraud in every municipality, every provincial government department, every national government department and in every state owned entity or organs of state. Such an investigation would take more than ten years.

The Commission concentrated on irregular public appointments (appointments that did not follow official process), improper conduct by the national executive and public officials, the concerted efforts and activities of the Gupta enterprise in gaining control of governance and procurement in state-owned entities (SOEs) and government agencies and general corruption (including fraud, money laundering, racketeering and various other illegal activities) in public entities and government at all levels.

The Commission investigated a number of SOEs: Eskom, Transnet, South African Airways (SAA) and its subsidiaries, Denel, Alexkor, the South African Broadcasting Company (SABC) and the Passenger Rail Agency of South Africa (PRASA). In the national government, improper conduct impacting on the National Treasury and the Department of Public Enterprises were investigated, as well as the Government Communication Information System (GCIS) and the South African Revenue Services (SARS) (the workings and impact of state capture in SARS, and the role of the private sector, can also be seen in the findings of the Commission of Inquiry into Tax Administration and Governance by SARS, or ‘Nugent Commission’). The Commission took a close look at the Free State, and particularly the case of Estina, in which the provincial government paid the Gupta company millions for a project meant to benefit local farmers, but which never did. The Commission also conducted a broad investigation into a private company, Bosasa, and its dealing with various state entities and officials.

Law enforcement and intelligence agencies were investigated too. Although the Chairperson chose not make findings regarding law enforcement agencies, the State Security Agency

The evidence

The Commission ran for three and a half years – from January 2018 to June 2022 – under the direction of the Chairperson, the now-Chief Justice Raymond Zondo. In that time, it heard the testimony of more than 300 witnesses over 429 days of public hearings. All the hearings were televised and livestreamed for the public to see; transcripts of each hearing were uploaded to the Commission’s website the next day. The Commission’s record includes 1.7 million pages of documentary evidence, including statements, affidavits, investigative reports and other evidence. The Commission has also accumulated a petabyte (over 1 million gigabytes) of further information and data, not all of which was used in the hearings (such as telephone records, banking records and vehicle tracking records). This evidence is a valuable public archive for South Africa’s young democracy, and it should be appropriately catalogued and stored.
and the South African Police Service (SAPS) Crime Intelligence were included in the final report. The Commission also investigated the infamous 2013 incident in which the Guptas’ wedding guests were allowed to land commercial aircraft at the Waterkloof Air Force Base, a national key point usually reserved for high-ranking government officials, as well as the Gupta bank accounts saga (improper intervention to prevent the closure of bank accounts of the Gupta owned companies).

Parliamentary oversight was a key area of focus, and the role of the ruling party was also carefully scrutinised. Last but by no means least, the Commission gathered detailed and comprehensive evidence about the flow of funds from state institutions into the ‘Gupta enterprise’, it provided evidence on the role of some private sector players in state capture, including international firms, as well providing evidence on the methods used to extract and launder money.

What did the Commission find?

The Commission ultimately found that state capture did indeed take place in South Africa, ‘on an extensive scale’.

As the final report pointed out, the Terms of Reference did not define the concept of state capture; neither did the Public Protector and the courts. There is also no formal definition of state capture in the South African legal framework. Ultimately it was left to the Commission to both define the concept and determine whether state capture took place.

The Commission found that:

*State capture in the South African context evolved as a project by which a relatively small group of actors, together with their network of collaborators inside and outside of the state, conspired systematically (criminally and in defiance of the Constitution) to redirect resources from the state for their own gain.*

*This was facilitated by a deliberate effort to exploit or weaken key state institutions and public entities, but also including law enforcement institutions and the intelligence services.*

*To a large extent this occurred through strategic appointments and dismissals at public entities and a reorganisation of procurement processes.*

*The process involved the undermining of oversight mechanisms, and the manipulation of the public narrative in favour of those who sought to capture the state.*

*Moreover, the subversion of the democratic process which the process of state capture entailed was not simply about extracting resources but was further geared towards securing future power and consequently shaping and gaining control of the political order (or significant parts of that order) in a manner that was necessarily opaque and intrinsically unconstitutional.*
The Commission also identified a number of key elements present in a project of state capture:

i) the allocation and distribution of state power and resources, directed not for the public good but for private and corrupt advantage;

ii) a network of persons outside and inside government acting illegally and unethically in furtherance of state capture;

iii) improper influence over appointments and removals;

iv) the manipulation of the rules and procedures of decision-making in government in order to facilitate corrupt advantage;

v) a deliberate effort to undermine or render ineffectual oversight bodies and to exploit regulatory weaknesses so as to avoid accountability for wrongdoing;

vi) a deliberate effort to subvert and weaken law enforcement and intelligence agencies at the commanding levels so as to shield and sustain illicit activities, avoid accountability and to disempower opponents;

vii) support and acquiescence by powerful actors in the political sphere, including members of the ruling party;

viii) the assistance of professional service providers in the private sphere, such advisers, auditors, legal and consulting firms, in masking the corrupt nature of the project and protecting and even supporting illicit gains; and

ix) the use of disinformation and propaganda to manipulate the public discourse, in order to divert attention away from their wrongdoing and discredit opponents.

The Commission concluded that the evidence established that all of these elements were present in South Africa during the period under review.

A closer look

The Commission's reports on specific state entities reveal distinct patterns. Those that were part of a network organising to improperly benefit from state contracts were placed in strategic positions in the state, while governance rules and structures were changed to centralise power in their hands and bypass checks and balances intended to ensure fair process. State employees who spoke up against improper conduct were disempowered, marginalised, and even victimised.

The primary way that money has been extracted from state institutions has been through procurement.

The evidence about the Gupta enterprise showed that their network had substantial influence over key appointments. Those people, once in positions of power, ensured that certain companies were
awarded substantial tenders. The Commission showed the various ways these officials undermined procurement processes and circumvented the rules — or, in some case, simply ignored them. These companies then paid kickbacks to the Gupta enterprise in exchange for their assistance in securing the contracts. Some of these companies also brought on Gupta-linked companies as sub-contractors or development partners — allowing them to directly benefit from government work, often without participating in the procurement process at all.

This inevitably ended up drastically inflating the costs of the contracts, as everyone involved tried to get a bigger piece of the pie. Without the functioning of proper, competitive procurement processes, there was no way to rein in these excesses. Even worse, in many of these cases, the state ended up with poor quality services and products — if any part of the contract was delivered at all.

Outside of procurement, complicit state officials abused their powers to benefit the Guptas — and others — in more direct ways, such as the irregular granting of visas, the processing of mining licenses and granting permission for the use of the Waterkloof airbase.

The Commission presented evidence on how all of this money was laundered through various jurisdictions, allowing the Gupta enterprise to hide the sources and ultimate beneficiaries of these funds.

The reports also show significant evidence that oversight bodies were been inhibited or undermined to prevent them from effectively detecting and deterring corruption, and that law enforcement and intelligence agencies had been similarly weakened or ‘captured’.

Actors in the private sector were also scrutinised by the Commission. Many companies, often well-respected and highly successful, were willing to enter into kickback agreements to secure lucrative contracts. Professionals such as auditors, bankers, lawyers and consultants were also implicated. The best of these companies failed to conduct proper due diligence; the worst were actively complicit in capturing the state for their private benefit.

The Commission also investigated the role of the ruling party, the African National Congress (ANC). It found that the ANC enabled state capture by protecting former President Zuma and failing to properly deal with allegations of corruption and state capture until it was too late. It also found that the politicisation of the civil service — largely through the ANC’s cadre deployment policy — provided fertile ground for corruption and state capture to take place.

The evidence presented in the Commission’s reports show that state capture involved different networks that cohered around certain individuals — in particular, former President Zuma. The Gupta enterprise was one of those networks. The evidence relating to Bosasa, PRASA, and the Free State has revealed other networks which operated in similar ways. These networks were sometimes autonomous but remained connected through certain individuals or entities (most significantly Mr Zuma). The same structural and institutional conditions which allowed the Gupta enterprise to operate created a framework for others to exploit as well.

Significant damage was done to state institutions in order to allow all of this to take place. The resulting inability of these institutions to fulfil their mandates has had a significant effect on South Africa as a whole, and on the lives of her people. How can we begin to assess the damage caused by, for example, PRASA’s inability to provide reliable transport for those who need it most, Eskom’s inability to keep the lights on, or SARS’ inability to identify and recoup illicit financial flows?

Many companies, often well-respected and highly successful, were willing to enter into kickback agreements to secure lucrative contracts.
The Commission estimated the total amount of money spent by the state which was 'tainted' by state capture to be around R57 billion. More than 97% of the R57 billion came from Transnet and Eskom. Out of these funds, the Gupta enterprise received at least R15 billion. The total loss to the state is difficult to quantify, but would far exceed that R15 billion.

Figure: Public funds spent on state capture-related contracts as estimated by the Commission.

What did the Zondo Commission recommend?

The Commission has made extensive recommendations. Some are specific and focused – that certain individuals be prosecuted or that certain contracts be reviewed. Others are much broader and far-reaching, including overhauling various government processes and institutions.

The Commission recommended that various implicated individuals be investigated further and possibly prosecuted for their involvement in state capture, mostly concerning charges of fraud, corruption, money laundering, contravention of the Public Finance Management Act (PFMA), the Prevention and Combating of Corrupt Activities Act (PRECCA) and Prevention of Organised Crime Act (POCA), and racketeering (a concept explained by Corruption Watch here). Some of the high profile individuals are Dudu Myeni, Brian Molefe, Salim Essa, Eric Wood, Anoj Singh, Siyabonga Gama, Matshele Koko, Lucky Montana, Arthur Fraser; members of the Gupta family, Duduzane Zuma and Jacob Zuma himself.

The Commission recommended that some SOEs and the National Prosecuting Authority’s (NPA) Asset Forfeiture Unit take steps to recover amounts paid to implicated parties as part of irregular and unlawful contracts.

Some of the more ambitious recommendations made by the Chairperson concern public procurement, including the publication of a national charter against corruption in procurement, with a binding code of conduct; the creation of an independent agency against corruption in procurement which includes a council, an inspectorate, a litigation unit, a tribunal and a court; the creation of a
procurement officer professional body; and various other changes to public procurement legislation and regulations. The Commission also recommended enhancing transparency and strengthening protections for whistle-blowers.

In the realm of appointments (and dismissals), the Commission recommended the establishment of a body tasked with the identification, recruitment and selection of SOE board members, Chief Executive Officers and Chief Financial Officers.

Regarding oversight, the Commission proposed various reforms to be considered by Parliament, including the establishment of an oversight committee on the Presidency, the introduction of a constituency-based electoral system, and various interventions to improve the effectiveness of oversight committees.

The Commission asked the government to consider the creation of a statutory offence making it a criminal offence for any person vested with public power to intentionally use that power in any way other than ‘in good faith for a proper purpose’.

The Commission recommended the establishment of a permanent commission to investigate, publicly expose acts of state capture and corruption in the way that this Commission did over the past four years, make findings and recommendations to the President.

Lastly, the Commission proposed that consideration be given to changing South Africa’s electoral system to allow for the President to be directly elected by the people.

The way forward

The Commission’s recommendations are not binding, and so it is up to President Ramaphosa to decide how to respond to the report. He will have to table the report in parliament alongside his implementation plan before the end of October 2022.

Some state institutions may decide to implement certain recommendations of their own volition – or to act on the report’s findings in other ways. The NPA, for example, established a task force to coordinate its response to the report and to expedite the investigation and prosecution of the matters highlighted by the Commission. Eskom has similarly set up a team to deal with the report’s recommendations.

Ultimately, the implementation of the Commission’s recommendations – and, indeed, any response to the Commission’s findings at all – are dependent on the will and capacity of those in power. The report is nevertheless a valuable tool for civil society groups and activist citizens seeking accountability from government. The massive amount of information made available by the Commission is itself a rich resource. The recommendations are numerous, although uneven.

Some of the recommended reforms are incredibly ambitious and require in-depth scrutiny. For example, the creation of an independent agency for procurement related matters would require the establishment of yet another anti-corruption body. Would it be the best way to address the problems identified by the Commission? If it is, how would this body fit into the existing legal and institutional framework and in relation to wider procurement reform? What resources would it require?
Zondo recommended a rigorous appointment process for SOE executives and directors. Should similar reforms be proposed for other government bodies?

The Commission also suggested that Parliament should ‘consider’ an electoral system by which the people directly elect the President. It isn’t clear if this sweeping change would ‘fix’ our political system, and recommendations such as this need to be carefully debated.

We will need to carefully and critically consider the Commission’s recommendations in order to establish an agenda for action. This process can help us identify key reforms for prioritisation and advocacy, as well as critical areas for further research and development. The Commission’s report is an important document that – in addition to the wealth of information and analysis it provides – can lend substantial weight to calls for reform, and can act as a unifying point across civil society. At the same time, it is important to remember that the Commission’s recommendations are limited; they address only a few state institutions and key policy issues, and do not encompass all possible responses to corruption and state capture. The release of the report should not limit us to other potential ways forward.

This summary was produced by Deval Pillay at the Public Affairs Research Institute (PARI), August 2022.

Further information and analysis relevant to the Zondo Commission can be found on PARI’s website: www.par.org.za

https://par.org.za/zondo
GOVERNMENT OF ZIMBABWE
MINISTRY OF LANDS, AGRICULTURE, WATER, CLIMATE AND RURAL RESETLEMENT

INVITATION TO INTERNATIONAL TENDER FOR THE DEVELOPMENT OF WATER INFRASTRUCTURE IN ZIMBABWE

TENDER NO: DWD/INFRASTRUCTURE/DEV/01/2019

Zimbabwe is situated in central Southern Africa and most of its land is on plateau between 1,200m and 1,600m above sea level. This gives it a relatively mild subtropical climate with seasonal rainfall. The climate is strongly influenced by the Intertropical Convergence Zone which develops as a result of collision of warm moist air masses from the north and cool air masses from the south, resulting in the main rainfall season. The main rainfall season is from mid-October to end of March.

Zimbabwe is endowed with abundant human and natural resources which are interdependent. The economy is heavily reliant on agriculture and water resources which make its strength and stability to be linked to the climate and particularly the state of the country’s water resources.

Climate change and rainfall variability is a phenomenon which shall continue to have an impact on the country. In order to mitigate against these impacts, the Government of Zimbabwe intends to develop water infrastructure in partnerships with the Private Sector on the basis of a Build Own Operate Transfer (BOOT) model.

Pursuant to this objective, potential investors in the form of individuals, partners or companies, are invited to tender for the available water infrastructure projects on offer. All technical feasibility studies and determination of project bankability shall be at the potential investor’s cost and part of the Governments role shall be to supervise the studies for feasibility and bankability including the implementation of the infrastructure. The Government shall also be responsible for land acquisition and maintenance of the servitude for the water infrastructure.

The following water infrastructure projects are available for tendering:

1. Kondo-ChitoweChisumbanje Irrigation Project
2. Kudu Dam and Irrigation Project
3. Muda-NyatsimeChitungwiza Water Supply Project
5. Tuli-Moswa Water Supply and Irrigation Project
6. Nyatana Dam
7. Glassblock Bulawayo Water Supply Project
8. RundeTende Dam and Irrigation Project
9. Gwayi-Tshangani Dam
10. Semwa Dam  
11. Tuli-Manyange dam  
12. Bindura Dam  
13. Dande Dam and Tunnel  
14. Chivhu Dam  
15. Silverstroom Dam  
16. Rehabilitation of Harare Water Supply  
17. Gache-Gache Harare Chegutu Water Supply  
18. TemaTeme dam, and  
19. Nande Dam

The details for the projects and other details can be found in a Bidding Document and Project Prospectus to be obtained after paying a non-refundable fee of US$10.00 from:

The Acting Chief Executive Officer  
Zimbabwe National Water Authority (ZINWA)  
Block 4 East  
Celestial Park  
Borrowdale Road  
HARARE

The Project Prospectus can also be downloaded from www.zinwa.co.zw.

The Government of Zimbabwe shall be responsible for oversight during the planning, implementation and tenure of the concession until handover of the project. Over and above this responsibility, the Government of Zimbabwe shall facilitate the repatriation of Investor proceeds during the tenure of the concession to whatever destination and wherever the investor wants.

Furthermore, as the Government plays an important role in creating a conducive and incentivised environment in the programme it shall also do the following to improve the cost of this BOOT arrangement.

1. **National Project Status Approval.**

   The National Project Status Approval (NPS) will enable the concession holder to import plant and equipment on temporary import basis and duty free so that equipment and plant can be re-exported after the completion of the project construction and NOT at the end of concession.

2. **Rebate on Company Income Tax and Income tax for Expatriate**

   Rebate on Company and Expatriates Income tax will have a reduction effect on the cost of the project.

3. **The Investor to Retain the Dam Servitudes**

   The dam servitudes which comprise all the activities that are undertaken by National Parks will be under the concession holder in order to increase their revenue stream and hence increase project viability to the funders. This includes the land in and around the dam, development of tourism and marine activities.
However, the Government institutions namely ZINWA, Zimparks, EMA and Ministry of Transport and Infrastructural Development will still remain the regulators.

4. Payment of Royalties

Confession Holders will still maintain the payment of respective royalties to regulators that maintain the statutory requirements of the Government in order to ensure the safety and quality of the project.

5. Intellectual Property Rights and Designs

All the Design Reports that is, preliminary, feasibility, full design, geological and hydrological reports, should be lodged with the Ministry of Lands, Agriculture, Water, Climate and Rural Resettlement and ZINWA. These will become a national intellectual property of the Government of Zimbabwe.

The roles of the Government of Zimbabwe and the Investor during the implementation and the operation of the water infrastructure are also outlined in the Project Prospectus.

The deadline for submission of Tenders is at 1000 hours on 03 May 2019.

Tenderers must submit three copies of proposals in sealed envelopes clearly marked: “Water Infrastructure Development, Tender Number: DWD/INFRASTRUCTURE/DEV/01/2019”, to the abovementioned address and drop them in the tender box at the Zimbabwe National Water Authority Reception on or before 1000hrs of the closing date.”
The Government of Zimbabwe, through The Ministry of Mines and Mining Development and the Ministry of Finance & Economic Development, has Granted National Project Status to Prospect Resources’ Arcadia Lithium Deposit

**Summary:**

- **Prospect Resources** has applied for and The Government of Zimbabwe has approved our application for National Project Status

- **National Project Status is granted for 5 years**

- National Project Status is often applied to projects which have a large capital cost with a large portion of this cost being equipment and services not available within Zimbabwe.

- **Prospect Resources** highlighted these and other factors such as the employment creation and foreign currency generating potential of this significant project.

- National Project Status confers on Prospect Resources a 5 year duty free window to import eligible equipment in terms of Sections 140 and 141 of the Customs and Excise (General) Regulations.

- **As stated on various occasions, this again demonstrates the Zimbabwe Government’s support for this project, the largest JORC reported lithium deposit in Africa.**

In response to these results, Mr Hugh Warner (Chairman) had the following to say: “National Project Status is another confirmation of the support we are receiving from The Zimbabwe Government to develop Arcadia. Our lithium deposit is covered by mining claims, our environmental approvals are in place and now we can add National Project Status which will help keep the upfront capital costs down. Once we settle off-take discussions and finance, we plan to begin construction of our Arcadia Lithium Deposit”
About the Arcadia Lithium Deposit: Arcadia is the largest JORC Code reported lithium deposit in Africa, comprising ~808 000t contained lithium oxide (over ~2 000 000t contained lithium carbonate equivalent – LCE).

For further information, please contact:

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US$150 million waste-to-energy project gets national project status

15 JUL, 2020 – 00:07
0 COMMENTS 1 IMAGES

The Ngozi Mine Municipal landfill in Bulawayo (file pic)

Mashudu Ntsianda, Senior Reporter
GOVERNMENT has granted national project status to Bulawayo’s first ever solid waste-to-energy project, which is being developed by United Kingdom-based Pragma Leaf Consulting Zimbabwe under a special purpose vehicle, Diverseflex Resources (Pvt) Ltd, at
The project, which will among other things convert council waste to biodiesel, electricity and biogas, is expected to bridge the energy gap in the country while creating more than 2 000 jobs.

Projects awarded national project status get preferential treatment, which includes exemption from paying import duty and other taxes. The status is awarded to projects which have significant capital outlay in terms of equipment, services, and skills not presently available within Zimbabwe.

The national project status, granted by the Ministry of Finance and Economic Development, confers on Diverseflex Resources a five-year duty-free window to import eligible equipment and other benefits in terms of Sections 140 and 141 of the Customs and Excise (General) Regulations.

The granting of national project status to the Bulawayo waste-to-energy project demonstrates Government’s support for innovation and economic empowerment of indigenous people. According to Pragma Leaf, up to US$150 million value of investment will be channelled into Bulawayo under the project while more than 300 jobs would be created at the plant and about 2 000 jobs downstream.

The Bulawayo waste-to-energy plant will be the first of its kind in sub-Saharan Africa. It will lead to the safe treatment of waste to produce liquid fuel, green jobs, and ensuring a clean environment.

The proposed W2E Plant will process 325 tonnes of waste per day and generate 78 000 to 110 000 litres of biodiesel per day, 6 000 cubic metres of biogas, as well as 11,35 Megawatts (MW) of electricity.

The technological assessment also recommended an operational model that has a phased approach production of organic compost from the 20 percent organic waste generated.

The granting of national project status is expected to speed up the implementation of the project which comes at a critical moment when the country is contending with fuel and power shortages.

Pragma Leaf Consulting chairman Mr Graciano Takawira yesterday confirmed the granting of the national project status to the company.
He said the advent of the Covid-19 pandemic has negatively impacted the project timelines, especially the completion of the Front-End Engineering Design study (FEED), which includes updating of the characterisation of the city waste and completion of the environmental impact assessment (EIA). “We want to convert municipal waste into diesel, biogas and electricity and on the funding front, the investment structuring for the project is on course. Our project investment consultant indicated that there had been significant progress made on that front. Since the project was granted national status it will enhance in terms of importing equipment,” said Mr Takawira.

Bulawayo Town Clerk Mr Christopher Dube said the granting of national project status is recognition of the project as being of national interest and due to its great economic impact council.

“Once it is complete and up and running, this project will be the first of its kind in the country. It will have a great economic impact, not only on Bulawayo, but on the entire country through import substitutions as well as the introduction of new and innovative technologies,” he said.

Mr Dube said the project will create employment for locals, particularly in the area of refuse collection.

“This is a good project especially when it comes to solid waste management. It will bring in a lot of employment and technology. The company will also come in handy in terms of assisting council in modern management of refuse collection because they are promising to bring refuse compactors into the system,” he said.

Mr Dube said council is struggling to collect refuse and has been forced to reduce the number of days for collecting refuse from one per week to once per fortnight.

Although the project has suffered a number of false starts in previous years despite the company having already purchased land for setting up the plant in December 2014, Pragma Leaf Consulting said the renewable investment project was “on course towards being operational with progress being made on several fronts” following the ironing out of sticking issues.

The Bulawayo waste-to-energy project was initiated through the support of the Common Market for East and Southern Africa (Comesa) in 2012.
There are significant challenges in developing waste to energy projects in countries with little or no organised waste collection. This is compounded by a scarcity of finance.

To date, only one waste to energy developer of note has successfully constructed and started operating a major waste-fed power project in Africa – the Ethiopian Electric Power (EEP)’s Reppie Waste Power Power Plant in Addis Ababa.

Developed by Cambridge Industries and commissioned in 2018, the US$120 million facility is designed to convert 1,400 tonnes of waste per day from the Koshe landfill site in south-east Addis Ababa into 185 GWh of electricity per year.

The Reppie waste-to-energy facility is the first waste to energy facility in Africa. It was constructed by China National Electric Engineering Company but fully financed by the Ethiopian government. The Bulawayo waste-to-energy project has the potential for positive social, economic and environmental impact on the city of Bulawayo and surroundings. It is hoped the investment will generate jobs, promote the diversification of energy, as well as promote health and wellbeing among others.

The investment would also assist in the rehabilitation of old landfills and promotion of regeneration projects on the previously unusable sites, production of renewable energy in the form of bio-fuels (biodiesel, biogas and electricity) for domestic and international markets. Other benefits include savings through import substitution and blending processes.

The contractor also said it has an agreement with the National University of Science and Technology (NUST) and Harare Institute of Technology (HIT) to train renewable energy engineers who will service the plant for its 25-year life. The waste-to-energy model is credited for enhancing modernisation of the waste management system in cities with huge environmental benefits that include a reduction in Greenhouse gas emissions into the atmosphere from untreated waste.

The investment will be done in phases with stage one focused on civil engineering works on the project site including the waste reception, sorting and recycling facilities.

It is anticipated that as soon as the FEED study is completed, phase one, which involves construction, commissioning of the plastics to fuel (PTF) sector, will commence. Phase two will be the bio-fuels and gas production while phase three will be electricity.
generation. It is expected that three years into the plant operation the waste to power (WTP) section producing up to 20MW power will be completed.

Due to its strong business case, there is great interest by both local and international investors and the project developers are confident this project will bring much needed capital injection into the Bulawayo economy.

Garbage collectors making a living out of a Ngozi Mine dumpsite in Bulawayo said they were not aware of the project. They, however, welcomed the project, saying they are being short-changed by middlemen who buy recyclable material from them for resale in Harare.

Mr Nkosana Sibanda of Cowdray Park, who has been in the business of scavenging for recyclable material at Ngozi Mine for 20 years said: “We believe this new project will create employment for us who have been in this trade for years. We labour for several hours but get peanuts in return as middlemen buy the material at low prices per kg and then sell at high profits.”

Mr Fiso Khumalo said a local company, National Waste Collection company buys 1 000 kilogrammes of plastic for $1 000. Most informal recycling traders have permanently settled at the landfill. — @mashnets
MW Project which intends to offset demand 20 at peak-load times and to furnish additional baseload capacity in Zimbabwe. It encompasses captive/off-grid solar PV rooftop installations on buildings in Zimbabwe countrywide, of which 4-6 buildings in Harare during pilot phase. All buildings to be supplied with solar rooftops are owned and/or managed
by Old Mutual Property Group Zimbabwe (Pvt) Ltd. (OMPG); OMPG is fully independent of Old Mutual RSA. 4 Project Companies (SPVs) under one Holding Company (Oxygen Energy Ltd.) will be responsible for fitting out 39 buildings each. There will be 4 corresponding PPAs at a 0.14 USD/kWh tariff, all with OMPG as sole off-taker. Existing tenants of OMPG in the foreseen buildings (= future beneficiaries of solar power) include a wide array of SMEs up to larger corporates, who presently suffer from intermittent power supplied by Zimbabwe Electricity Transmission & Distribution Co. (ZETDC) and/or incur costs of around 0.55 USD/kWh for power from diesel generators. Project has been awarded National Project Status (import tax rebates) and Prescribed Asset Status (option of seeking funding through a fixed-term debt instrument) by the Ministry of Finance & Economic Development (MoFED).
Kanyemba granted national project status

Source: Kanyemba granted national project status | The Herald January 4, 2019

Vice President Constantino Chiwenga is congratulated by Finance and Economic Development Minister Professor Mthuli Ncube after delivering a speech at the tour of a pontoon at Kanyemba Border Post yesterday. Looking on are Local Government, Public Works and National Housing Minister July Moyo and Lands, Agriculture, Water, Climate and Rural Resettlement Minister Perrance Shiri

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Kanyemba is a vast swathe of land in the northernmost part of Zimbabwe along the Zambezi River on the border with Zambia and Mozambique and is famed for being at the confluence of Zambezi and two major rivers, Luangwa in Zambia and Mwanamutanda in Zimbabwe.

Vice President Constantino Chiwenga announced the status yesterday when he met various Government officials implementing development projects in the area.

"I was listening to the various presentations made here and I am happy that you are in sync with what we want to achieve here. As Government, we have granted national project status to projects being implemented here and it will be like that until everything is completed," said VP Chiwenga.

A number of infrastructure development projects are being implemented in the area, including the rehabilitation and resurfacing of the 141-km Mahuwe-Kanyemba Road, expansion of Chapoto Clinic into a fully-fledged hospital and the establishment of irrigation projects, some in conjunction with the private sector.

Already, Government has started clearing 200 hectares with a further 10 000 to be done in conjunction with private players.

The granting of national project status allows for the importation of critical equipment and other requisite materials duty-free.

"We have good soils here that are suitable for the growing of a variety of crops like avocado, maize, cow peas and sugar beans among others," said VP Chiwenga.

He said the development of Kanyemba was part of Government's vision to turn Zimbabwe into a middle income economy by 2030.

"This area has been marginalised for long despite having good soils and other abundant natural resources. We want to empower people here and achieve targets set out in achieving Vision 2030," he said.

VP Chiwenga said the Governments of Zimbabwe, Zambia and
“With all the programmes we have set out here, we want Kanyemba to be one of the best places in the world.

“We should leave a legacy for our children and future generations,” he said.

VP Chiwenga said the challenges facing the country were surmountable. He reiterated that Government had no capacity to pay its workers in foreign currency.

VP Chiwenga was accompanied by Agriculture, Land, Water, Climate and Rural Resettlement Minister Perrance Shiri, Finance and Economic Development Minister Mthuli Ncube, Local Government, Public Works and National Housing Minister July Moyo and other senior Government officials.
Resources group Tharisa says it has made “good progress” on securing a national project status for its new platinum and chrome investments in Zimbabwe.

Tharisa, which is listed in both London and Johannesburg, on Monday reported record output of both commodities in its third quarter to June. Tharisa has platinum assets in South Africa, and has stakes in two exploration projects in both commodities in Zimbabwe.

In April, Tharisa acquired a 26.8% stake in Karo Mining, gaining access to 23,903 hectares of land on the Great Dyke. The land has potential for 96 million ounces of platinum and palladium. Karo announced a $4.2 billion platinum project in Zimbabwe earlier this year.

Tharisa says it is now going through regulatory processes that will allow it to begin exploration.

“In Zimbabwe good progress is being made on regulatory approvals including National Project Status applications and Environmental Impact Assessment reports and approvals, following which the planned exploration programmes will commence,” Tharisa said in a quarterly report issued Monday.

National project status is granted to investments that need large capital spending, allowing concessions such as free import duty for equipment and a range of other tax exemptions. This is meant to speed up implementation.
Tharisa CEO Phoevos Pouroulis, said: “We look forward to delivering on our production guidance for the full financial year and on our growth plans outlined in Vision 2020 in conjunction with the highly prospective projects in Zimbabwe.”

For the financial year to end-September, Tharisa targets 150,000oz of PGMs and 1.4-million tonnes of chrome concentrate, of which 350,000 tonnes would be specialty grade chrome concentrates.
June 23, 2022

National project status speeds up steel plant

So industry can cover the whole continuous range, from the new giant steelworks being built by Dinso Iron and Steel in Manhize, plus its smelters for alloy metals elsewhere plus its coking plant and power station in Hwange, to the village carpenter making a set of tables and chairs, or the small processing plant converting a nearby special fruit into something that can be a luxury brand.

Freedom Mupanedemo-Midlands Bureau

The granting of national project status to the $1 billion Manhize Steel plant near Mvuma will help speed plant, expected to be operational as early as next year.

https://www.herald.co.zw/national-project-status-speeds-up-steel-plant/
The multi-billion dollar project, which will culminate in the establishment of a new town in Manhize, is also expected to give a lifeline to the National Railways of Zimbabwe as new railway lines will be constructed.

Tsingshan has chosen Zimbabwe as a carbon steel base because of its abundant iron ore deposits in Manhize, its world third ranking in ferrochrome resources from the 600km Great Dyke, an important steel alloy, as well as its bountiful coke from coal.

Tsingshan Holdings Group is the global premier steel producer. It has operations in China, Indonesia, India, Zimbabwe and the US.

Midlands Provincial Affairs and Devolution Minister, Senator Larry Mavima who also attended the tour of the new plant commended the company for investing hugely into the country, adding that Government would continue with its business-friendly approach to new investors.

“Our role is to facilitate business. Many countries are seeking investments of such magnitude. We have heard the investors’ request that this place be placed under special economic zone.

“We are going to bring those who are responsible for such so they come and visit here and appreciate the development taking place,” he said.

Meanwhile, Disco project manager, Mr Wilfred Motzi said work was progressing well at the new plant and the equipment being imported set to speed up the project completion.

He said administration blocks and other company employee houses were now 90 percent complete.

“We are now waiting for the arrival of our furnaces with all the underground foundations on which they will be mounted already complete,” he said.

Mr Motzi said the company had also completed building houses for the relocated families.

He praised Government for the support it was giving to the investor.

He said the company, with Government assistance recently entered into an agreement with the power utility for the construction of a 400kV power line to the plant.

“We are very grateful for the support we are getting from the Government of Zimbabwe,” he said.

The establishment of a special economic zone is expected to attract more investment to the area as the public sector through Government will provide some level of support for the investor to obtain a reasonable rate of return on the project.

President Mnangagwa has been ardently courting the investor, chairman Xiang Guangda of Tsingshan Holdings Group since the latter’s maiden visit to Zimbabwe in 2013 when he was still Vice President.

The relationship blossomed when President Mnangagwa ascended to the apex of national leadership. He would return the business courtesy by visiting Chairman Xiang in his home provincial capital of Hangzhou during the 2018 State visit to China.

The world class steel project is expected to attract the advanced skills garnered by the Zimbabwe Diaspora from their various overseas jurisdictions.
National project status for Murowa Diamond

16 MAY, 2021 – 00:05
0 COMMENTS  1 IMAGES

Minister Chitando

Business Reporter

RioZim Limited’s US$450 million mine development programme at Murowa Diamond Mine in Zvishavane has been granted national project status.
Works on the project, which will see the mine switching from open pit to underground mining, have since begun.

Government envisages the programme will feed into its plan to grow the sector to a US$12 billion industry by 2023.

Mines and Mining Development Minister Winston Chitando says RioZim will transition to underground mining for all three kimberlitic pipes at its mining operation.

The ongoing mine expansion programme is being considered to be the single biggest investment in Zimbabwe so far this year, as investors warm up to an improved local business operating environment.

"It is a US$450 million investment for the development of an underground mine."

"This comes after the company invested US$50 million in expanding its processing plant at Murowa Mine. The plant is currently being built," said a source privy to the goings on at the Zimbabwe Stock Exchange (ZSE)–listed miner.

"The company has already received national project status for the project, which will facilitate the expeditious development of the plant and importation of all critical materials."

Efforts to get a comment from RioZim’s spokesperson Mr Wilson Gwatiringa were fruitless by time of going to print.

Last year, the company produced 568,222 carats, but it, however, intends to increase output to over one million carats by 2025.

Government has been pulling all the stops to support new investment in both greenfield and brownfield projects.

Alrosa, the world’s biggest diamond producer, is currently on the ground prospecting for gems.

Following the signing of a joint venture between the Zimbabwe Consolidated Diamond
Preliminary works have been completed.

In Manicaland, Chinese firm Anjin, which has a workforce of about 500 people, has so far invested US$38 million to resuscitate operations.

The miner is targeting production of 900,000 carats this year.

Mining is strategically important to the local economy, as it contributes about three-quarters to the country’s total export earnings.
Zimbabwe: National Project Status for Harava Solar Venture

The Herald (Harare) (http://www. herald.co.zw/index.php)

By Africa Maya

Government has granted national project status to the 20MW solar farm being constructed in Bwoni Village, Seke rural, at a cost of almost US$25 million by Harava Solar.

Projects awarded national project status get preferential treatment, which includes exemption from paying import duty and other taxes.

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Special Economic Zones - Statement from Zim Gov website

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FROM ZIMBABWE GOVERNMENT website

Govt to revive Special Economic Zones

GOVERNMENT has approved the re-establishment of Special Economic Zones to create a vibrant, self-sustaining and robust manufacturing industry with capacity to produce goods and services for both, the domestic and export markets. According to a concept paper done by Ministry of Finance and Economic Development on the re-establishment of the SEZs, the ministry said “Cabinet approval of the re-establishment of SEZs is a great indication of Government’s initial commitment”.

The SEZ follow a similar concept to the Export Processing Zones, established in 1987 through an Act of Parliament. The EPZ programme was managed and administered by the Export Processing Zones Authority. However, the formation of the Zimbabwe Investment Authority through the ZIA Act repealed the EPZA Act, which was the legal instrument governing the operations of EPZA. The move meant that, administratively, the programme could not continue to run.

By 2004, projects under EPZ created over 32 000 jobs and US$172 million worth of investments. The EPZ incentives, which were used under the four instruments of the Finance Act were the Income Tax Act, Customs and Excise Act, Capital Gains Act and Value Added Act.

Meetings had been going on among Zimra, Finance Ministry, Economic Planning and Investment Promotion Ministry and ZIA with the objective of bringing back an export incentive scheme. The result of these meetings was that either the ZIA Act or the four instruments of the Finance Act be amended to make the EPZ incentives accessible.

Zimbabwe is facing one of its worst de-industrialisation crises as many companies are closing down due to economic challenges. The export-oriented sectors, particularly manufacturing, have not realised meaningful investment over the past three years, according to the Confederation of Zimbabwe Industries.

Zimbabwe’s export base is narrowing, with the country literally trading in deficit with most of its trading partners. Zimbabwe remains unattractive to international financing, largely due to external debt estimated at about US$11 billion. This has resulted in the un-availability of sustainable long-term funding. The available short-term loans are too expensive to assist industry. Zimbabwe’s once vibrant manufacturing base has shrunk, reducing the country into a nation of traders.

The net effect of this has been a debilitating liquidity crunch which has worsened the operating environment for companies in Zimbabwe. The liquidity crunch, which started towards the end of 2011, has gradually worsened in 2013 resulting in several firms collapsing and many more struggling to meet their costs.
The July 2013 National Social Security Authority Harare Regional Employer Closures and Registrations Report for the period July 2011 to July 2013 shows 711 companies in Harare only closed down, rendering more than 8,000 unemployed. As such, the Government is in the process of creating an environment for macro-economic sustainability and restoring the economy's capacity to produce goods and services competitively.

Such efforts include initiatives like the National Trade Policy, which seeks to focus productive sectors of the economy towards export orientation and international competitiveness while ensuring that Zimbabwean firms and households enjoy continuous access to a wide range of high quality goods and services.

In addition, the recently launched Zimbabwe Agenda for Sustainable Socio-Economic Transformation seeks to restore the manufacturing sector's previous significant contribution to GDP while seeking to improve production and export of goods and services through value addition and sees this thrust as anchored in establishment of SEZs.

"To realise the above, Zimbabwe needs to encourage exports and foreign exchange earnings at the same time addressing the massive unemployment rate, broaden the economic base and attract development and new technologies," reads excerpts from the concept paper.

This can be achieved through an industrial policy legal instrument that encourages export-oriented manufacturing sectors in the country in an environment that offers the ideal business climate for manufacturing companies wishing to export to new markets from a restriction-free environment. To address the above challenges, the Ministry of Finance and Economic Development seeks to re-introduce the Export Processing Zones under Special Economic Zones.

The concept paper notes that the previous legislation on EPZ needs to be reviewed so that a legal and regulatory framework based on international best practices is put in place. There should be a legal framework outlining private zone designation criteria, incentives and rights of developers and operators as well as for public, private partnership zones, outlining rights, obligations and commitments of both parties with respect to all aspects of zone development such as financing, regulation and promotion.

For SEZ to achieve the desired results, there is need for strong leadership and high levels of political oversight. The paper notes SEZs should offer tailored solutions. Citing China's experience, SEZ should target particular industries that offer solutions to the challenges faced by those industries.

International best practice for successful SEZs models involves strong linkages and co-operation between the public and private sectors and as such Government should formulate policy to encourage PPPs, which are very vital for the growth of the economy. There is need to develop proper regulations to govern the SEZs before setting them up.

This helps to define the rules of operation and brings clarity to potential investors on the opportunities, incentives and expectations upon them," according to the concept paper.

The SEZs should also ultimately be globally competitive. Studies have shown that it is not enough to be better than the host economy; few investment decisions are made on the basis of fiscal incentives alone.

Investors consider location, market access and logistics, labour market prices, and favourable regulatory framework among others. As recommended from the COMESA Business Forum; a holistic approach is needed where the reforms will need to be introduced that will make the country more attractive to investors, which is good for the economy.
On 7th February 2020, the Zimbabwe government gazetted the much anticipated Zimbabwe Investment and Development Agency Act [Chapter 14:37]. The Act was introduced in order to promote and facilitate investment in the country, and also repealed and replaced the Special Economic Zones Act [Chapter 14:34]. This effectively made the ZIDA act the new legislation governing and responsible for the success of Special Economic Zones (SEZs) in Zimbabwe.

The ZIDA Act has introduced a host of concessions aimed at boosting investment in Special Economic Zones. This article will highlight a few of these measures and will also analyse whether the SEZs regime the ZIDA act seeks to implement will make SEZs an attractive investment opportunity in Zimbabwe.

What are Special Economic Zones?

Special Economic Zones in Zimbabwe are designated geographical areas where business activity in those areas is subject to different rules compared to the rest of the economy. For instance, business activity in those areas is subjected to special incentives with respect to exchange control regulations and customs duty.
Statutory interventions to aid the development of Special Economic Zones

Besides the ZIDA Act, a number of statutory interventions have been made towards the advancement of the concept.

Zimbabwe currently has an acute shortage of foreign currency and, as such; has stringent exchange control regulations governing movement of funds out of the country. Section 8 (1) of the Third Schedule of the ZIDA act has put in place special incentives that relax these rules for investors operating in SEZs. Section 8 (1) provides that

“A licensed investor operating in a special economic zone may move funds necessary for his or her approved activity into and out of such special economic zone without having to obtain permission under the Exchange Control Act [Chapter 22:05].”

The Government also gazetted Statutory Instrument No. 59 of 2017 (Customs and Excise (Special Economic Zones) (Rebate) Regulations, 2017. Section 3 of these Regulations guarantees investors operating in SEZs a rebate on duty for raw materials, intermediate products and machinery imported with the sole purpose of using them in the SEZs. The ZIDA act is still relatively new, but such policies could prove to be a success as they give investors flexibility to operate.

Some of the challenges faced

Issues relating to infrastructure

It must also be noted that apart from fiscal concessions, the success of Special Economic Zones also depends on external factors such as general infrastructure. For instance, Special Economic Zones attract foreign investors if the zone has a strong system of road, rail and power which facilitates easy movement of goods and services in and out of the zone. The ZIDA act places the burden of building the general network of infrastructure on developers, and the investors themselves operating in the SEZ. Putting this burden on investors has proven to be ineffective in promoting Special Investment Zones as investors are not keen to invest in these infrastructures. World over, it is usually the responsibility of the host country’s government to do so. Moreover, another challenge that has come with placing this burden on developers and investors is that areas are effectively granted SEZ status without first securing a developer who would develop the zone.
Policy and structural issues

The success of SEZs in Zimbabwe has also been challenged by the general performance of the economy which has not provided the necessary enabling operating environment for them to perform. Inconsistency in policy making and currency volatility have been stumbling blocks. Section 17 of the ZIDA Act was inserted to act as a buffer. Section 17 guarantees investors protection against nationalisation and expropriation of investments. Expropriation or nationalisation can only be done for a public purpose, and even when they are done for a public purpose, the investor is entitled to full compensation. The effectiveness of the section on the ground is up for debate.

In conclusion, the success of SEZs largely depends on fiscal concessions, a modern system of infrastructure within the zone and an economic environment where investors’ believe their investments will be safe. The ZIDA act seeks to address these issues and only time will tell whether the policies included in the act will provide a successful Special Economic Zones regime in Zimbabwe.
Designated Zones

I. Victoria Falls Opportunities

- Construction of Convention centers
- Construction of hotel accommodation
- Medical Tourism
- Financial Services hub
- Shopping centres and tourist activities

II. Harare - Sunway City Opportunities

- Information and Telecommunications
- Industrial Park
- Manufacturing hub
- Logistics
- Medical park

III. Bulawayo Opportunities

- Engineering
- Leather and textile
- Minerals beneficiation
- Agro-processing
- Manufacturing
- Power generation
- Heavy and light industries
- Logistics
V. Mutare – Fernhill Opportunities

- Manufacturing
- Precious Minerals beneficiation
- Agro-processing
- Tea and Coffee Plantations

Incentives

1. Zero-rated Corporate Income Tax for the first 5 years of operation with a corporate tax rate of 15% applying thereafter

2. Special Initial allowance of 50% of cost from year one and 25% in the subsequent two years

3. Specialized expatriate staff will be taxed at a flat rate of 15%.

4. Exemption from Non-residents withholding tax on fees on services that are not locally available

5. Exemption from Non-residents withholding tax on Royalties.

6. Exemption from Non-residents withholding tax on Dividends

7. 100% rebate on customs duty for all imported equipment, machinery and raw materials
Infrastructure gaps hinder growth of Zimbabwe’s SEZs

Potential investors put off by lack of amenities and country's stuttering economy

Keep on trucking: local food processing company Davipel has been at the Sunway City SEZ for the past three and half years

Tonderayi Mukeredzi
March 4, 2022

The vacant stands and incomplete infrastructure of the Sunway City special economic zone (SEZ) in the Ruwa suburb of Zimbabwe’s capital Harare speak volumes about the current shortcomings of the country’s SEZ programme.

It is the lack of basic infrastructure, from power to water infrastructure, that is preventing investors from setting up shops within the country’s SEZs, according to the Zimbabwe Investment Development Agency (Zida), a reconstructed state agency tasked with promoting local and foreign investment.

Zida was created in 2020 to become a one-stop shop centre by integrating three investment authorities: the Zimbabwe Investment Authority, the Zimbabwe Special Economic Zones Authority
and the Joint Ventures and Public Private Partnerships Unit that was resident within the Ministry of Finance.

**Varying states of completion**

The agency says there are currently four types of zones in operation: the state-owned (public) SEZs, privately-owned SEZs, premise-based SEZ (individual businesses operating under an SEZ regime) and industrial areas designated as SEZs, sheltering about 15 SEZs in total.

Of the five public SEZs, the Beitbridge SEZ and Sunway City SEZ are partially developed, with some areas already occupied and used by businesses. The remaining three zones — the Masuwe SEZ in Victoria Falls, Fernhil SEZ in Mutare and Imvumela SEZ in Bulawayo are yet to have bulk utility infrastructure although economic feasibility studies are complete and identification of developers is underway.

Of the three privately owned SEZs, the Nkonyeni SEZ is yet to commence any development as it awaits approval of its zone subdivision layout plan from the government. Ecosoft SEZ and Hunyani Business Park have begun steady progress towards the development of bulk utilities for the zone which include power, water and sewers.

Of the premise based SEZs, six are now fully operational — mainly because they are individual businesses located in existing industrial areas. There is only one occupant in the industrial SEZ.

**New national strategy**

Duduzile Shinya, Zida’s acting CEO, tells fDi that basic infrastructure development was a constraint on several of the public sector sites as the entities were still to establish their funding and partnership models, but no other major challenges have been cited as SEZ development is in its infancy.

“In an effort to ensure that all gazetted zones become fully functional, we have started the process of engaging the SEZ developers [the local city governments],” she says.

Most zones are concentrated around Harare because the existing zones around the city were gazetted after private entities applied for the status, but Zida says it is currently crafting a national SEZ strategy that will assist in determining the need for additional zones countrywide.

Citing 2019 figures, the latest available, Ms Shinya indicated that around $49m worth of foreign direct investment (FDI) and more than $92m in domestic capital was injected into the licensed private SEZs.
“By the end of 2019, 2969 jobs had been created in the SEZs with over 10,000 estimated as indirect employment opportunities. $114m had been realised as exports proceeds by the end of 2019,” she said.

**Carrot vs stick**

Godknows Nyangwa, a partner with the Harare-based MawereSibanda law firm, said that concessions — among them exchange control exemptions, non-payment of duty on raw materials, corporate tax holidays for the first five years of operation and a corporate tax rate of 15% thereafter — make the zones attractive for investment.

**The Zida Act places the burden of building the general network of infrastructure on developers, and the investors**

Godknows Nyangwa

He noted, however, that one of the things holding back investment in the zones was the onus put on developers and investors to create the requisite infrastructure.

“SEZs attract foreign investors if the zone has a strong [road, rail and power infrastructure] that facilitates easy movement of goods and services in and out of the zones. The Zida Act places the burden of building the general network of infrastructure on developers, and the investors themselves operating in the SEZ,” he said.

“Putting this burden on investors has proven to be ineffective in promoting SEZs, as investors are not keen to invest in these infrastructures. World over, it is usually the responsibility of the host country’s government to do so. Another challenge is that areas are effectively granted SEZ status without first securing a developer who would develop the zone.”

He added that SEZ operations have also been challenged by the general performance of the economy, which has not provided the necessary enabling operating environment for them to perform. “Inconsistency in policy-making and currency volatility have been stumbling blocks,” he noted.

However, David Norupiri, managing director of Davipel, a local food processing company in the Sunway City SEZ for the past three and half years, has mostly good words about operating in the zones.

“The Zida Act is being applied and the government is availing all the benefits in the law to us. The benefits we are getting — if we’re importing, we don’t need any licence to bring in any equipment, or any raw materials. All our imports in terms of raw materials don’t pay duty. We have not seen
anywhere where the government is deviating. The only challenges we have at the moment are water shortages and serious power cuts, which everyone is facing,” he says.

Mr Norupiri says Davipel had grown quite significantly since joining the SEZ, and is investing in a new feed manufacturing plant by mid-2022.

A 2021 Unctad handbook on SEZs in Africa reports that although they were adopted late in Africa, they are now gaining traction, with at least 37 of the 54 countries having established at least one. The number of SEZs on the continent rose from around 20 in 1990 to 237 in 2020, driven mainly by the need for nations to attract FDI and promote industrial growth.

Figures compiled by the free zones consultancy firm Adrianople show that about 58% of Africa’s SEZ are active, 7.6% inactive while 34% are under development. Unctad mentions that the performance of the SEZs has so far been below expectations; many SEZs, it said, have remained isolated enclaves, failing to dynamise the surrounding industrial context because of poor policies.

This article first appeared in the February/March 2022 print edition of fDi Intelligence. View a digital edition of the magazine here.

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Salaam salaam

I receive questions and calls from Sentry I agree with you that they are making absurd allegations and are incorrectly quoting me. As far as our transactions are concerned the agreements stand and all our dealings should remain private. I would appreciate if you could also respect that privacy during this media witch hunt,

Eid Mubarak to you and the Family

Imraan
In the name of Allah, Most Gracious, Most Merciful

In the name of His Highness Sheikh Mohammed bin Rashed Al Maktoom, Ruler of Dubai

Court of Appeal

In the public hearing held on Tuesday, 09/06/2015, corresponding to 21 Shabaan 1436 in Dubai Court of Appeal,

Headed by: Mr. Rashed Mohammad Al Samiri (court judge)

Mr. Zohair Ahmad Fouad (hearing writer)

Attended by members: Mr. Adel Ahmad Mohammad Abdul Rahim (court judge)

Mr. Jassim Mohammed Ibrahim Al Balushi (court judge)

Mr. Abdul Rahman Mohammed Al Maamari (Chief Prosecutor)

Mrs. Aisha Rashed Hamad Al Ghafla (hearing clerk)

In appeal No. 9503 of 2014 Appeal

Appellant: Ali Beik Yesayeef Yesayeef
Appellee: Public Prosecution

In appeal No. 3886 of 2015 Appeal

Appellant: Zonid Abbas Moti
Appellee: Ali Beik Yesayeef Yesayeef

Appealed judgment: issued in case No. 30072/2014 penal dated 21/12/2014

I, the signatory to this document, as a legal translator duly licensed and sworn in by the Ministry of Justice, do hereby certify that the enclosed translation is correct and identical to the original text.
Legal grounds

Having reviewed the papers and heard the pleading and legal deliberation,

Whereas the public prosecution charged the accused person:

Ali Beik Yesayeef Yesayeef, 45 years, Russian national that in the period from July 2013 to December of the same year in the department of Jebel Ali Police Station he embezzled movable property of the defendant (diamond) whose description and value stated in the papers owned by victim/ Zonid Abbas Moti and delivered thereto as trust in breach of the entitlement of the above appellant as stated in the papers.

The public prosecution requested the punishment of the appellee per Articles 121/ 1 and 404/ 1 of Federal Penal Law No. 3 of 1987 as amended till 2006.

The attorney of the victim submitted a statement of civil claim requesting the court to oblige the accused person to pay to the claimant an amount of AED 21100 as temporary compensation.

The court of first instance adjudged in the presence of the defendant in the hearing dated 21/ 12/ 2014 the imprisonment of the accused person for one year and referral of the action to the competent civil court.

I, the signatory to this document, as a legal translator duly licensed and sworn in by the Ministry of Justice, do hereby certify that the enclosed translation is correct and identical to the original text.
The above judgment was not accepted by the defendant who challenged it per the present appeal by the report submitted by its attorney on 22/12/2014.

In the hearing dated 16/2/2015, the different jury of the court of appeal adjudged in the presence of the defendant the acceptance of the appeal in form and amendment of the appealed judgment to imprisonment for two months only.

On 25/2/2015, the attorney of the accused person challenged the above judgment per casation No. 140/2015

In the hearing dated 16/3/2015, the court dismissed the challenged judgment and referred the action to the court of appeal for re-adjudication with different jury.

The above judgment was not accepted by the attorney of the civil claimant who challenged the same per the present appeal by report No. 3886/2015 dated 17/5/2015.

The action was returned to the present court for reconsideration and the appellant attended, denied the charges directed thereto and submitted a defense memorandum that the deposit contract subject hereof can not be proven as per the provisions of

[Signature]
Article 35 of Evidence Law in civil transactions. The appellant claimed that there is no trust contract, trust contract is deemed valid only if in writing and the testimony of witnesses must not prove the existence of trust contract. The appellant motioned for the absence of the pillars of breach of trust as the case papers do not contain any evidence of delivery of the diamond to the accused person. Due to the contradiction of the sayings of witnesses and victim, fabrication of the charge and illogicality of the claim, the appellant appeals the court to adjudge his requital and oblige the complainant and witnesses to pay AED 21000 as civil compensation. The public prosecution requested the dismissal of both dismissals and support of the appealed judgment. The court decided to postpone the two appeals for adjudication to today's hearing.

As for Appeal No. 2015/3886 filed by the civil claimant:

Whereas it the decision on the challenge is prior to the appeal against the challenge. Based on that and as the civil claimant appeal, it is decided in the judgment of the Court of Cassation that "the appeal against the judgment issued in the civil case, to refer it to the competent civil court, is not allowed pursuant to Article 232 of Code
of Criminal Procedure as the judgment shall not prevent litigation nor to proceed with the case, as well as the appellant has no interest in its appeal in this respect as the initial judgment failed to decide on the civil case, but disposed it by referring it to the competent civil court, therefore, the court of the appealed judgment non-consideration of the civil case is reasonable, and the prevention of the appellant in this regard is not allowed (the base issued in 2008 Penal included in the judgment of the Court of Cassation – Dubai dated 13/10/2008 in appeal No. 335/2008 Penal).

Based on the above and as the appealed judgment stated that the civil case shall be referred, with respect to the accused person, to the competent civil court, thus, the appeal of the civil claimant on this part of the judgment shall not be allowed and the court judges that it is not allowed.

As for the appeal No. 2014/9503 by the accused person, Ali Beik Yesayef:

Whereas the court indicated that the extent of the challenging judgment is in the penal case only, as per the challenging judgment of Court of Cassation,

Whereas the court, in different tribunal, has previously judged to accept the appeal in form,
Whereas the appealed judgment has explained the case details sufficiently, indicating that all legal pillars of crime attributed to the appellant are available. It also proved that the crime is committed by him through evidences derived from the witness statements of the victim, Zonad Abbas Moti, and Salem Ahmad Pobat in the report of the Police investigation and the report of Public Prosecution investigations. Based on the witness statement of Qassim Mohammed Saber in Public Prosecution investigations, on the documents of the diamond bill of lading, the subject of the case, which are reasonable evidences that would lead to the consequences of the judgment, therefore, the court refers to the reasons of appealed judgment and takes them as complementary reasons for its judgment reasons.

As for the accused person allegation that the deposit contract, subject of the case, may not be proved by evidence pursuant to Article 35 of Law of Evidence in Civil Transactions and alleged that there is no trust contracts and the trust contract, subject of the case, shall not be allowed without being in writing, and that the witness statements are not allowed in proving the existence of the contract. As it is established that “if it proved that the victim forced to deposit his money with the accused person because of emergent circumstances, it allowed to prove the
Based on the aforesaid and the papers proves that the complainant has brought his own diamond from South Africa and it equals 5 million US dollars and the complainant gave the diamond to the accused person to keep it in the safe of his suite, but the accused person seized the diamond and refused to return it to the complainant was residing with the accused person in the same floor. As the complaint subject itself is proved as valid and the motion of the accused person in this regard is dismissible.

As for the motion of the attorney of the accused person for the absence of the pillars of breach of trust as the case papers do not contain any evidence of delivery of the diamond to the accused person. Due to the contradiction of the saying of witnesses and victim, fabrication of the charge and illogicality of the claim, the appealed motion of the accused person is deemed invalid.
judgment has replied to and rejected all such motions based on justifiable reasons in line with fact and law. Therefore, the court supports the conclusions of the appealed judgment concerning the rejection of the above motions.

The court does not consider the denial of the accused person after being convinced of the above evidences and considers such denial as a method to evade punishment.

Whereas the appealed judgment correctly concluded the condemnation and punishment of the appellant according to the law, such judgment is valid and justified and must be supported. As for the punishment, the present court prefers the change of imprisonment to fine as will be stated in the verdict.

Based on the above grounds,

The court adjudged in the presence of the defendant as follows:

First: Invalidity of appeal No. 3886/ 2015 filed by the civil claimant

Second: In the merits of appeal No. 9503/ 2014 filed by the accused person, amendment of the appealed judgment to a fine of twenty thousand dirhams for the charge directed thereto instead of imprisonment.
Text of Judgment
Case No.: 1281/2016 Civil Appeal

Type of Judgment: Decisive Judgment – Date: 17-05-2017

Please notice that the text of the judgment mentioned herein does not represent the official form of the judgment and it is exposed to human and printing errors.

After perusing and hearing the pleading and deliberation:
Whereas the requests, facts, the submitted documents and plea are already contained in the judgment issued in the case No.: 235 for the year 2016 Full Civil, so we refer the Court to it in this regard, however the case summarizes the request and facts that the plaintiff in the above mentioned case has filed its case by requesting a judgment obligating the defendant to pay an amount of USD 10,000,000 or its equivalent in an amount of AED 336,800,000 to the plaintiff. This amount represents the value of the diamond which the defendant stole. The plaintiff argues that the defendant had appropriated a diamond from the plaintiff and its value equals the requested amount, therefore the plaintiff has opened a criminal report against the defendant, registered under No.: 30072/2014 in a dishonesty charge, the defendant has been condemned of imprisonment in this case and the civil case has been referred to the competent Civil Court. This judgment has been amended in the appeal No.: 9503/2014 to be by imposing a fine on the defendant, and the appeal of cassation on the judgment has been dismissed. The plaintiff has submitted images of the referral order, the judgment issued by condemnation, the appeal and cassation of the judgment and a certification from the Public Prosecution of the conclusion of the penal judgment as an evidence for his case.

Whereas in the hearing of 29-11-2016, the First Instance Court has adjudicated in presence by dismissing the case based on that the defendant has denied the images of documents submitted by the plaintiff as the latter hasn’t submitted the original copies of them, therefore the plaintiff has failed in proving his case.

Whereas this adjudication was not accepted by the plaintiff, the plaintiff has appealed it by the current appeal under a declaration deposited at the office of case administration, the declaration was notified against the defendant requesting the acceptance of the appeal in form and in its subject by dismissing the appealed judgment and to adjudicate again in favor of the plaintiff's requests before the First Instance Court through objecting to the judgment by misapplication of law, lack of reasoning and flaw in inference.

Whereas the appeal has been deliberated by the Court in the hearings as proven in its minutes,

Each of the appeal parties has been represented by an attorney and the appellant has submitted an explanatory memorandum of the grounds of the appeal objecting under it to the appealed judgment by misapplication of law, lack of reasoning and flaw in inference because the appealed judgment dismissed the appellant's case based on that
the images of documents submitted by the appellant are not an evidence while these images are images of judgments issued from Dubai Court at its three stages. The Appellee has also acknowledged all those judgments and the submitted certificate of those judgments is an original and not an image. The appellant requested at the conclusion of his memorandum joining the file of the penal case which is the evidence of his case and submitted a docket contained images of the judgment issued in the case No.: 30072/2014, his appeal No.: 2014/9503 and the two objections No: 140 for the year 2015 and 536 for the year 2015.

The Appellee has submitted a memorandum requesting at its conclusion dismissal of the appeal, support for the appealed judgment and as a precautionary measure addressing Dubai Customs about the system of releasing precious property, delivery of it to the owners, how it was preserved and returned to the owners particularly the diamond the subject of the case, which is released on 31-7-2013 under the release statement No.: 26-1-1-222292, the explanation of the rules of its transforming and presentation, and addressing Trans Garden Company regarding the statement of the parcel which was transferred for the account of – Salem Ahmed Bobat- on 5-9-2013, receipt No.: 68164. The Appellee has also requested at the conclusion of his memorandum whether the diamond the subject of precious property handling receipt No.: 200520, dated on 31-7-2013 was issued from the same company or not and obligating the appellant to submit the origin of the invoice and the alleged diamond registration certificate submitted to Dubai Customs, which its image was submitted to the Court to appeal it by forgery and to be attached to the documents to demonstrate whether it was fake or not as well as to mandate an expert competent in diamonds to review the data of the diamond and apply technical methods thereto to be assure of it and its existence in reality, whether the diamond is original or fake and to estimate its value. The Court has decided to dismiss the case and held the appeal to take a decision therein at the hearing of today to conclude the subject of perusal and deliberation.

Whereas the appeal has fulfilled its legal conditions, therefore it is accepted in form. Regarding the subject of the appeal, on the objection of the appellant to the appealed judgment by misapplication of law, lack of reasoning and flaw of inference because the appealed judgment has dismissed the requests of the appellant based on that the documents submitted by the appellant are not an evidence supporting his requests as they are photo copies. The appellant had filed his case which its judgment is appealed, by requesting a judgment obligating the Appellee to pay him the value of the diamond which the Appellee has appropriated and estimated its value in an amount of USD 10,000,000 or its equivalent in an amount of AED 36,800,000. The appellant had submitted an evidence for that which is images of the judgment issued in the misdemeanor No.: 30072 for the year 2014 which condemned the Appellee, its appeal No.: 9503 for the year 2014, the judgment issued in the objection to the appeal and of a certificate issued from the Public Prosecution in Dubai on the finality of that judgment. It was judiciary established that- a litigant may not deny or refute an image of non-official document which does not bear a signature attributed to him, but a litigant may negate the content of the non-official document in all ways of proving that are legally established. The Trial Court may - in such a case- in the limits of its discretion, rely upon this image as it is considered a legal presumption in addition to other evidences and presumptions submitted in the case- Appeal No.: 101, for the year 2014, labor and the litigant may not deny and refute all of the photo copies of the documents submitted in
the case generally and totally without denying and refuting expressly and decisively one or specific documents and their impact on his plea. The litigant's denial of the instrument photo copy, which attributed to him shall be unacceptable if the photocopies discussed the subject of the instrument- Appeal No.: 38 for the year 2010 Commercial, and the litigant may not as well as the Appellee deny the photocopies of judgments submitted by the appellant in supporting and evidencing his case, especially when the appellant has discussed the subject of those instruments. Due for that and it was legally established that the meaning of the provision of Article 50 of the Proving Act in civil and commercial transactions and Article 269 of the Criminal Procedures Act that the binding force of the criminal judgment is limited before the Civil Courts to the matters which their settlement was necessary to the judgment, therefore adjudicating by discharging the accused driver of the car which caused the accident for non-personal error from his side, does not preclude the investigation of the Civil Court in the extent of the availability of responsibility elements against who controls the thing- Appeal No.: 90, for the year 2011, Civil. The final penal judgment issued in the case No.: 30072 for the year 2014 and its appeal No.: 9503, for the year 2014 have issued a final settlement of the action attributed to the Appellee regarding his appropriation of the diamond owned by the appellant which prevent the Court to re-investigate that matter and prevent what the Appellee raised that this diamond is not real or that he did not receive or appropriate it from the appellant as the Appellee acknowledged in his plea and in what he has submitted from memorandums before the First Instance Court in its current jury or his request of mandating a technical expertise to investigate whether the diamond is real or not, therefore the investigation of the Court is limited to the requests of the appellant to obligate the Appellee to pay its value.

Due to the foregoing, and it was established for the Court from the image of the certificate issued from Dubai Customs regarding the diamond the subject of the appellant's request, dated on 31-7-2013 and attached to the documents of the penal case referred to and submitted from the appellant (sic) what is proven by the issued judgment in the appeal No.: 9503 for the year 2014 that the value of the diamond equals an amount of USD 5,000,000, the matter which the Court is satisfied with concerning the value of the diamond and it was established by the provision of Article 318 of the Civil Transaction Act that it is not legal for anyone to take the other's money without legal reason, so if anyone takes it, he shall return it. It was also established in this matter that- according to the provisions of Articles: 962, 964, 965, 966, 967, 976, 979, and 993 of the Civil Transaction Act that the depositor in the deposition contract authorizes the depository to preserve his money and the latter shall keep this money and return it in kind. The deposition is concluded by receiving the deposit in real or legally and the fact is that the depository does not deserve remuneration for keeping the deposit or remuneration for the place in which the deposit is kept unless it is agreed otherwise or according to the customary, so the deposit is a trust at the depository and he shall guarantee thereto if it is destroyed by his encroachment or failure unless it is agreed otherwise. But if the deposit is lost or stolen from the depository due to his violation to the way of its keeping which is agreed upon or which is according to the customary in keeping the similar ones, the depository shall guarantee the deposit when the depositor establishes an evidence of keeping it at the depository or the depository alleges that its destruction was without his default- Appeal No.: 1, for the year 2004 Civil. The papers of the case have come without evidence proving that the Appellee had returned the
diamond which he had appropriated from the appellant or the return of its value to the
appellant. Therefore, the Court adjudicates by obligating the Appellee to pay the
appellant the value of that diamond in an amount of USD 5,000,000 or its equivalent in
the AED. Due to the foregoing, the appealed judgment had violated this consideration
and dismissed the case because the appellant's requests are not proved, so the appealed
judgment had violated what is proven in papers and the legally correct opinion,
therefore the Court adjudicates by revoking it.
As for the expenses including the attorneys' fees, the Court obliges the Appellee to pay
an appropriate portion of them for the two litigation stages subject to Article No.: 134 of
the Civil Procedures Act and the Court has also confiscated the security subject to Article
No.: 37/d of the Law No.: 21 for the year 2015.

For these reasons:
The Court has adjudicated by accepting the appeal in form, in its subject by revoking the
appealed judgment, to adjudicate again by obligating the Appellee to pay the appellant
an amount of USD 5,000,000- five million dollars or its equivalent in the AED, to pay an
appropriate portion of the expenses for the two litigation stages as well as a one
thousand Dirham as attorneys' fees and the confiscation of the security.
نص الحكم

رقم القضية: 12816 استئناف مدني

تاريخ: 7-05-2017

يرجى الانتباه أن نص الحكم الوارد هنا لا يمثل الصيغة الرسمية للحكم وهو معرض للاخطاء المطبعية والبشريه

بعد الإطلاع وسماع المرافعة وال반داة:

ويحكي الطالبات والوقائع وما قد قدر من مستندات وابد من دفع سبق وأن أحاط بها الحكم الصادر في الدعوى رقم 235 لسنة 2016 مدني كلي
تقبل تحل المحكمة في هذا الأصل أن وكانت توجز الطالبات والوقائع بأن المدعى في الدعوى المذكورة كان قد اقام دعوى بطلب القضاء باللزم
المدعى عليه يؤدى له ببلغ مليون دولار أمريكي أو ما يعادله بالقوى الأمورامات مبلغ قدره 3386800000 دولار قيمته الماسبة التي
اختبرت وذلك على أن المدعى عليه كان قد استلم على ماة تخصه تبلغ قيمتها المبلغ المطالب به ففتح ضده بلا داعي قيد برقم
33072/2014 مباشنة خلافة الأمامة قضائي فيها بإدانة بالحبس وإحاله الدعوى المدنية للمحكمة المدنية المختصة لتنال الحكم في الاستئناف
رقم 9503/2014 التي اكتفاء بتغريمه وهي قضى برض من الطعن بالتمييز على الحكم وقدم منداً للدعوى صريحة في أمر الإحالة والحكم الجزائي
المصدر بالإدانة واستئناف وتمييز وشهدت من النلبية العامة بحال الحكم الجنائي.

ويحكي أن بلاغة 7-11-2016 قد تمت محكمة أول درجة حضرت برفض الدعوى تأسسها على جلد المدعى عليه لرسور المستندات المقدمة
من المدعى وقدم تمديد الأصول فتوجهت ذلك قد أخذ في اثبات دعوة.

ويحكي أن تلك القضياء لم يصدر بها لدى المدعى عليه باستخدام المخالفات بجرم مخالفة مودعة مكتب إدارة الدعوى معاينه قانونًا
المستأنف ضد بطلة قبوله شكل وفي موضوعه بإلغاء الحكم المستأنف والقضاء مجدداً بطلباته إمام محكمة أول درجه عليه الحكم بالخطأ
في تطبيق القانون والقضائي في التيسير والفساد في الاستئناف.

ويحكي أن الاستئناف قد تدخلت المحكمة بالحُجَّة الثانى مباضرة هـ...

فمثل طريقي بوكيل، قد المستأنف ملوكاً مشاركاً لأسابيع استئناف نعى محوراً على الحكم المستأنف بالخطأ في تطبيق القانون والفساد في
التسير والفساد في الاستئناف قلص طاقمه برفض دعواه على أن من عدم حقية صور المستندات المقدمة منه في حين أنها عبارة عن صور لأحكام
صادره من محكمة دي بدرجاتها الثلاثة كما أقر المستأنف ضد يجمع تلك الأحكام كما أن الشهادة المقدمة عن تلك الأحكام هو اصل وليست
صوره والتمس في ختم مذكرته ضم ملف الدعوى الجزائية صند دعوى وقدم حفاظة مستندات طويلاً على صور من الحكم الصادر في الدعوى
ختمها رفض الاستئناف وتأييد الحكم المستأنف واحتياطات مخاطبة مجامع دي على أن الآلاجات عن الممثلات المدنية وتسليمها للمالك وكيفية
حفظها واعادة له بشكل واضح باسماً موضوع الدعوى المرفع عنها بتاريخ 31/2013 بين الافراج رقم 26 1-1-2012 وبيان قراء
ثلثها وعرضها ومطابقة شركة ترابس جاود شبان بن الطرف الذي تنقله لصالح - سالم أحمد بير - بتاريخ 5-9-2013 إرسال رقم
46816 وذات الأصل في مسألة مدرسة ملكة الصمغ 2013-31-7-2013 الصادرة عن ذات الشركة واللزم المستأنف بمسند الفلوقة وشهادة تسجيل المساة المزعومة المستفدة لمجلة دي والمملة صورتها إحصاء محكمة صور عليها بالتزوير لتتبع
المستندات فيما إذا كانت مصطلقة بإلا وتبديل خبرة مختصين في الأمانة لمراعاة بيانات المساة واتخاذ الطرق الفنية المتاحة منها ومن
وجوهها إصلا وما إذا كانت مصطلحة إلًا وتبديل خبرة مختصين في الأمنة لمراعاة بيانات المساة واتخاذ الطرق الفنية المتاحة منها ومن

http://www.dubaicourts.gov.ae/pt.portal/service/rpt_dynamic_print/show?p_arg_names=module_code&p_arg_values=468&p_arg_names=param1&p_arg_values...
لا يوجد نص يمكن قراءته بشكل طبيعي من الصورة المقدمة.
الأسابيع

المحكمة المحكمة بقبول الاستناف شكلا وفي موضوعه بإلغاء الحكم المستأنف والقضاء مجددا بالزام المستأنف ضده بناءً على المستأنف مبلغ 00000000 دولار أمريكي - خمسة ملايين دولار أمريكي - أو ما يعادله بالدرهم الإماراتي وألزمته بالمناسبة من المصروفات عن درجتي التقضية ومبلغ الف درهم مقابل أتعاب المحاماة ومصدرة التأمين.

رقم القضية: 2016 / 1281 استناف مدني

نوع الحكم: قرار بالقضية - تاريخه: 03-05-2017

يرجى الانتباه أن نص الحكم الوارد هنا لا يمثل الصيغة الرسمية للحكم وهو معرض للاخطاء المطبعية والبشرية.

حقوق النسخ © 2001-2013 محكمة دبي، جميع الحقوق محفوظة.
الخدمات الالكترونية لمحاكم دبي

استلامات القضايا
نص الحكم:

العنوان: حكم قطعي

رقم القضية: 2016/786

استئناف تجاري
نوع الحكم: حكم قطعي
تاريخه: 14-05-2017

بعد سماع المرافعات الشفوية ومطالعة الأوراق والمداولة، حيث أن وقائع الدعوى ومستنداتها ودفاع الخصوم فيها قد أحاطها تفصيل الحكم المستأنف رقم 9/2015 تجاري كلي بما يغني عن تكراره، فإنه يكفي بالرجوع إلى الحكم المستأنف، حيث أن المدعية / شركة اي ايه لإلستثمارات والتطوير ذ.م.م،، تمثلها - ماريو سارناتارو، أقامتها، وتمت اكتفاء بإلزام المدعى عليه، ممثلًا بالمستشار - على بيك يسايف، وكذلك في إلزامهما، بالدفع بما يلي:

- مبلغ مالياً يبلغ 11.000.000 درهم قيمة الشيك موضوع الدعوي.
- مبلغ قدره (220.000) درهم كتعويض عن الفائدة القانونية.

المدينين ملزمين بالرسوم والمصاريف، ومقابل تعويض المحاماة، باعلان حكم بانه في 25-2-2014 نتائج تعاملات تجارية قامت المدعية عليه بتحرير الشيك رقم (1241) علي بنك الإمارات دبي الوطني، وقد تم رد الشيك من البنك دون صرف، بعد تقديم المدعية عليه المتعددة، وآثرت، وابتكرت جميعاً لسداد المبلغ.

حكمت المحكمة بالحق في جميع تظلمات المدعية، وتم القضاء عليهما، والمدينين، بما في ذلك دفع المبلغ المالي، بموجب الحكم المستأنف، ومراقبة المحكمة.

انيا م. عمرو
محكمة دبي
أودعت مكتب إدارة الدعوى في العام 2016، واعلنت للمستأنف ضدها (المدعية) وطلب فيها الحكم بقبول الاستئناف شكلاً وفي الموضوع بالغاء الحكم المستأنف والقضاء مجدداً برفض الدعوى، وبالإلتزام المستأنف ضدها بالرسوم، والمؤمل في شكل استماع بالجلسات على النحو المثبت في محضرها، ومنذ ذلك الحين، واجب المستأنفة بوكيل عنها محامي، قدمت مذكرة شرعية، في محضرها، وقررت فيها ببطلان الحكم المستأنف للخطأ في تطبيق القانون والقصور في التسبيب وخلافاً بما ورد في المحكمة، ولأنه زام المستأنفة بالمبلغ المقضي به استناداً إلى تقرير الخبير الذي أشار عليه؛ لعدم تعدي الخبير لمقر الشركتين ونفيه الاحترافية في مسائل قانونية، كما أعربت المستأنفة عن رغبتها في الدعوى، في الوقت الذي كانت تSoup، قبل التحقيق الرئيسي، وذلك في جلسة 30/8/2016، بعد أن أدركت المحكمة جملة من الأسباب، وهي: الطمع في الفوائد من هذه الدعوى، وقبر فساد القاضي في القضاء، والطمع في الاستيراد، ونفيه الاحترافية في مسائل قانونية، وقررت في النهاية، طلب المستأنفة طلباتها السابقة، ومنذ ذلك الحين، واجب المستأنفة بوكيل عنها محامي، قدمت مذكرة جوابية، فند فيها دفاع المستأنفة وطلب ختام الاستئناف، يرى أن رفض استئناف المستأنفة، يكون موافقاً، باعتبار أن الاستئناف مستوفي، ويشمل جميع الشروط القانونية، بحال وجود خلاف؛ حيث أن الاستئناف تم في الميعاد، في القانون، فهو مستوفي شكلاً.

وحيث أن الاستئناف لم يمتد إلى صحيفة الإفتتاح، كما أن المحكمة، توضعت في مادة من القوانين الدستورية، أي أن الاستئناف يجب أن يكون في الصحيفة والإعفاء المشرع، قبل التحقيق الرئيسي، وذلك في حالة النفي أو الˌالтверж، ونفيه الاحترافية في مسائل قانونية، وقبر فساد القاضي في القضاء، ونفيه الاحترافية في مسائل قانونية، وقررت في النهاية، طلب المستأنفة طلباتها السابقة، ومنذ ذلك الحين، واجب المستأنفة بوكيل عنها محامي، قدمت مذكرة جوابية، فند فيها دفاع المستأنفة وطلب ختام الاستئناف، يرى أن رفض استئناف المستأنفة، يكون موافقاً، باعتبار أن الاستئناف مستوفي، ويشمل جميع الشروط القانونية، بحال وجود خلاف؛ حيث أن الاستئناف تم في الميعاد، في القانون، فهو مستوفي شكلاً.

وحيث أن الاستئناف، لم يمتد إلى صحيفة الإفتتاح، كما أن المحكمة، توضعت في مادة من القوانين الدستورية، أي أن الاستئناف يجب أن يكون في الصحيفة والإعفاء المشرع، قبل التحقيق الرئيسي، وذلك في حالة النفي أو الˌالтверж، ونفيه الاحترافية في مسائل قانونية، وقبر فساد القاضي في القضاء، ونفيه الاحترافية في مسائل قانونية، وقررت في النهاية، طلب المستأنفة طلباتها السابقة، ومنذ ذلك الحين، واجب المستأنفة بوكيل عنها محامي، قدمت مذكرة جوابية، فند فيها دفاع المستأنفة وطلب ختام الاستئناف، يرى أن رفض استئناف المستأنفة، يكون موافقاً، باعتبار أن الاستئناف مستوفي، ويشمل جميع الشروط القانونية، بحال وجود خلاف؛ حيث أن الاستئناف تم في الميعاد، في القانون، فهو مستوفي شكلاً.
قاضي الموضوع وحسبه أن يقيم قضاءه على أسباب سائغة تكفي لحمله (طعن تجاري 229/2008) وترتيباً على ذلك واقتداء به فإن الثابت في أوراق الدعوى ومستنداتها أن المدعي عليها شركة دودو كوميونيكيشنز هي التي حرر الشيك رقم (001241) موجب الدعوى من حسابها ببنك الإمارات دبي الوطني لصالح الشركة المدعية عبر المخول بالتوقيع عنها المدعو / أرتور أجاموف نظير القرض الذي تحصلت عليه من المدعية كيفما بينه تقرير الخبير المنتدب بالدعوى والذي تطمئن له المحكمة البتنائة على أسس سليمة ودلة مادية قويمه فتأخذ به المحكمة وتعده من أسباب حكمها، وعليها فهي تكون بذلك صاحبة صفة في إقامه الدعوى قبلها مما يكون معه الدفع في غير محله وبال سند من القانون أو الواقع مما تقضي معه المحكمة برفضه.

وحيث أنه عن موضوع الدعوى، فإنه المقرر في قضاء محكمة التمييز أنه يجوز لحامل الشيك أو المستفيد منه الرجوع على ساحبه أو مظهره إما بدعوى الالتزام الصرفي وهي الدعوى الناشئة عن تحرير الساحب للشيك وهي دعوى مستمدة من قانون الصرف بوصفه مستفيداً منه، وباعتبارها ورقية تجارية - وإما بدعوى العالقة الأصلية التي حرر الشيك من أجلها (13-04-2009 في الطعن رقم 2009/1 طعن تجاري) كما أن الشيك بحسب الأصل أداه وفاء، وأنه يستند إلى سبب قائم ومشروع للالتزام بدفع قيمته، فالشيك ينطوي بذاته على سبب تحريره وإن لم يصرح بالسبب فيه، إذ الأصل أن سبب الشيك هو الوفاء بدين يستحق لمن حرر لصالحه أو لمن آل إليه، إلا أنه يجوز لمن يدعي خالف هذا الأصل أقامة الدليل على ما يدعيه بإثبات عدم وجود سبب مشروع للشيك أو بإثبات السبب الحقيقي لإصداره، أو إخلال المستفيد بالالتزامات الناشئة عن العالقة الأصلية التي حرر الشيك أو لغير ذلك من الأسباب، أو بإثبات التخالص من الدين بالوفاء بالالتزام الأصلي (14-04-2009 في الطعن رقم 2009/24 طعن تجاري)، وتلتزم الرؤية بقضايا الالتزام الأصلي أو الوفاء بذلك فائدة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة بموجب إتفاقية دولة /4 من إتفاقية دولة الإمارات والدولة المحمولة ب
التامة في تحصيل وفهم الوقع في الدعوى وتقدير الأدلة والمستندات المقدمة فيها والموازنة بينها وترجيح ما تطمئن نفسها إلى ترجيحها وتقدير عمل أهل الخبرة واخذ بالنتيجة التي انتهى إليها خبير في تقريره محمولاً على أسبابه وهي غير ملزمة بالرد على أسبابه ما يفيد أنها لم تجد في تلك المطاعن ما يستحق الرد عليه بأكثر مما تضمنه التقرير وعليها أن هي لم تستجب إلى طلب ندب خبير آخر متى وجدت في أوراق الدعوى ما يكفي لتكوين عقيدتها، كما تكون في حاجة لبيان إطراحها لهذاطلب وهي غير ملزمة بأن تتبع الخصوم في مختلف أقوالهم وحججهم وترد استقالالً على كل منها، مادام أن الحقيقة التي اقتنعت بها وأوردت دليلها فيه الرد المسقط لتلك القوال وجحج الخصوم وكان حكمها يقوم على أسباب تكفي لحمله وتسوغ النتيجة التي انتهى إليها (الطعن رقم 263 لسنة 2011 عقاري جلسة 15-1-2012).
وعطفاً على ما سلف بيانه من تقريرات قانونية وقضائية وهدياً بها فإن الثابت من أوراق الدعوى ومستنداتها ومنها صورة الشيك رقم 1241 وسائر الإرجاع موضوع الدعوى والرسائل الإلكترونية المتبادلة بين مدير المدعية ومدير المدعى عليها حول القرض الممثل لقيمة الشيك محل الدعوى بتاريخ 8/1/2014 تم على إثرهم اعتراف ببادر المدعى عليها بإعطاء الشيك مبلغ 11 مليون درهم، وهو الذي أجرى في عام 2013 بموجب إرجاع في 12/1/2013 إلى المحكمة العليا، وب السنوات التالية، تم إعداد عدة مطالبتين على أثر الرسالةいちول إلى المدعى عليها والثانية إلى المدعى علية، كي يقابلها الحقيقة المعيقنة، من أن المدعى عليها لم تقم بإعادة المبالغ إلى المدعي، وأنها تزعم أنه لم يتم إعطاؤها للمدعي وعليه، وقد قدمت إيراداتها، بمقتضى تقرير الخبير المنتدب، أن المدعى عليها لم تسلم أي دليل يثبت عدم صدورها من البريد الإلكتروني، ومثلها، أو مخالفة العنوان الإلكتروني الشامل، مما ينال من حجيتها القانونية ومن ثم يكون النكار قد تفرغ من مضمونه وسنده القانوني وأصبح غير مجد للزوال علته التشريعية في حال ارتفاعها، بماً أن الشيك أداه وفاء وانه يستند إلى سبب قائم ومشروع لالتزام بدفع قيمته فالشيك ينطوي بذاته على سبب تحريره، وان لم يصرح بالسبب فيه، غير أن ذلك يستلزم من المدعي عليها حقها في التنازل حول سبب الشيك ومشروعيته وسلاطته بإثبات ذلك، والذين أن المدعي عليها تنكر إصال الشيك والمسحوب من حسابها فليكون لتحديها باالاعتراضات الموجة لتقرير الخبير، مع وجه إلى جانب عدم إثباتها لتواتع المدعي عليها الثاني والمدعية بشأن الشيك كما ادعت ولم تطلب سبيال إثباته، الأمر الذي تقضي معه المحكمة بالزام المدعي عليها الأول بأن تؤدي للمدعي مبلغ (11) مليون درهم قيمة الشيك على النحو الوارد بالمنطوق.
وحيث أنه عن طلبه لزوال الدعوى، جلبت النتائج، احترام أجسام إضمن، وإطلاعهم في تقرير، ما فتحت متابعة فرضية. فإن بكار روح، وبنيامين، رفع، الامام، 12 مبروك، وانتِ، جالية، الأدب، 16556، قانون، سما، إلهام، إملاء، يشترك، هل، الرسالة، عبر، إملاء، على، إنجاز، دردشة، بعض، من، البريد، الإلكتروني، لم يتجاوز، لم يتجاوز، على، فترة، المتراشقين، لتعظيم، بنغول، مجد، وهو، وقد، صادح، بإنشاء، في، ذلك.
التمييز

فب دبي بتاريخ 26-01-2012

في الطعن رقم 2009/108 و 2009/109

تميمن العامل

ولما كان الثابت من أوراق الدعوى والقاضي بعد ذلك

بما إلتزام المدعى علية الثاني بإلتزام المدعى علية الأول بإلتزام

إلى توقيع الشيك ودفعه.

وقد أثبت المدعى علية الأول في مخالفة شريعة قانون المعاملاة 76/3-2-1993

بواقعة دفع الفائدة من أجل الدافع

بوقع نسبتي 9% سنوياً من تاريخ استحقاق الشيك، وفقاً لما سلف.

وهي عن طلب الفائدة القانونية فالمحكمة ترى أن حقيقة مرمى المدعية

وغايتها منه هو تعويضها عن الضرر الذي وقع بسبب تأجيل المدعى عليه.

وهي عن طلب المدعية بالتعويض المادي والعقدي فأن الحكم بالفائدة

المستحقة قانوناً يعد بمثابة الحكم بالتعويض الجابر للضرر وبالتالي ليس هنالك

موجب للقضاء بالتعويض المادي والعقدي ولذلك تقضي المحكمة برفض الطلب.

وهي عن الرسوم والمصروفات ومقابل اتعاب المحاماة فالمحكمة تلزم بها المدعى علية

الأول بنص المادتين 133/1-2-168 من قانون الإجراءات المدنية.

فلهذة الأسباب حكمت المحكمة: أولاً بقبول الاستئناف شكالاً.

ثانياً ببطلان الحكم المستأنف.

ثالثاً وفي موضوع الدعوى بالزام الشركة المدعى على دودو كوميونيكان ذ.م.م.

 منطقة حرة وتمثلها على بيك يسايف يسايف بأن تؤدي للمدعية مبلغ 11مليون درهم والفائدة القانونية.

بواقع 9% سنوياً من تاريخ استحقاق الشيك في 25/2/2014.

وحتى السداد التام.

وإلى ذلك منها ما عدا ذلك من طلبات، والزمت المدعى عليه الرسوم والمصروفات وكم 166500 درهم

مقابل أتعاب المحاماة عن درجة التقاضي، ومرت بمصادرة مبلغ تأمين الاستئناف.

أمين السر

رئيس الدائرة

الهيئة المبينة بصدر هذا الحكم هي التي سمعت المرافعة وتداولت في الدعوى ووقعت على مسودة

الحكم.

أما الهيئة التي نطقت بالحكم فهي المحكمة العليا.

أمين السر

رئيس الدائرة
After the hearing of the oral pleadings, the reading of the papers and the deliberation, where the proceedings, documents and defense of the litigants have been dealt with in detail in the appeal rendered in accordance with the provisions of the provisions of the Universal Declaration of Human Rights, AA Investment company development LLC represented - Sarnataro established under the Regulations amended a law declared by the defendants -1 company (Free Zone) and represented by Ali-Bek Isif-2 Artur Agamov. In conclusion, she demanded that they be obliged to pay a financial sum of 11,000,000 dirhams.

In addition to an amount of AED (220,000) in compensation with the legal interest of 12% from the date of maturity and full payment, with the obligation of fees and expenses and against the legal fees, on the basis of the statement that in 2014-2-25 as a result of commercial transactions, No. 1241 () on the Bank of Emirates NBD was claiming a check from the bank without disbursement.

Because the plaintiff has requested the first plaintiff repeatedly to pay the amount, but the plaintiff did not move and still does not pay, and the plaintiff was forced to record claim No. 11/1984 penalty Dubai before the second defendant and was punished.

Imprisonment, which he called from the terminal, and then to make its case in order to eliminate the above statement with their requests, including the appellant and the judgment accompanying the portfolio and where the court deliberated the case as is fixed records.

The court ruled that an arithmetic expert who filed a report to the court, in which he concluded that the plaintiff had first borrowed from the plaintiff the amount of the account, was 11 million dirhams, and that it was the financial manager, Arto Agamov, (1241) with the same value due on the date of 2014-2-25, which is authorized to sign and ended the bank expert of the first defendant with Emirates NBD and its manager. The report submission provided Isayev from electronic correspondence with the director of the plaintiff apologizing for the delay in repayment of the loan to non-payment of the defendant Ali The initial
amount of any of the value of the check for the plaintiff, after In the case sheet, the court
will deal with the invalidity and consider the case

WHEREAS, it is the payment made by the defendant DUDO COMMUNICATIONS not to
accept the suit ***

In order to raise it to an incompetent, it is legally established that the appellant is
prosecuted when the required right is present in the face of it, since he is the owner of the
matter and responsible for it if proven right

The plaintiff, and that the extraction of the availability of the status in the case is an
understanding of the reality in which he is traveling

The judge of the subject and according to him to assess his judgment on sufficient grounds
sufficient to bear him (Commercial Appeal 229/2008), and in order to do so and follow it, it
is fixed in the dossiers and documents that the plaintiff Dodo Communications Company,
which issued the check No. 001241) To the account of the United Arab Emirates National
Bank for the benefit of the plaintiff company through the authorized to sign it called / Artur
Agamov counterpart of the loan received by the plaintiff, as evidenced by the report of the
expert, the prosecutor of the case, which rest assured the Court on the basis of sound and
sound evidence of the truth and taken by the court and the reasons of its ruling, So that it
has the capacity to set up a lawsuit before it, which is with him. The payment is misplaced
and without the support of the law or reality, which requires the court to reject it

As for the subject matter of the case, the decision in the Court of Cassation that it is
permissible for the bearer ***

The check or its beneficiary shall refer to its appeal or appearance either on the grounds
of the legal obligation, which is the case arising from the release of the checker, which is
derived from the exchange law as a beneficiary of it as a commercial paper - or on the
grounds of the original relationship for which the check was issued. No. 2009/1 Commercial
Appeal)

The check, which is a commercial paper, includes an order issued by the drawer to the
drawee to pay once he is aware of a sum of money for a particular person or his or her
beneficiary or holder of the paper and shall not check this concept unless the conditions
referred to in Article 596 of the Transactions Law And a statement of a check written in its
form in the language in which the check is written and an order is not pending

The condition of the payment of a certain amount of money and the name of the person
required to fulfill the drawee and the date of its creation,

And the signature of the person who created it as holder 2007-06-19 (in the appeal No.
126/2007 / 2007). Also, the check is based on the original and is based on an existing and
legitimate reason for the obligation to pay its value. The check itself involves the reason for
its release, For the reason, where the origin is a reason
The check is the fulfillment of a debt owed to a person who has been released to his or her benefit. However, a person claiming a breach of this asset may prove evidence of his claim that there is no legitimate cause for the check or prove the real cause of the check or the beneficiary's breach of his obligations arising from the original relationship for which he was released (2009-04-14 in Appeal No. 24/2009 / Commercial Appeal), it is legally established to impose discrimination in Dubai in accordance with Article 4 (2) of Federal Law No. (1) for the year 2006 regarding transactions and electronic commerce that the information contained in the electronic message has been filed When it is to be read and the details of such information

The electronic message or electronic signature is acceptable as proof of proof, and if that message or signature is not original or in its original form, as long as the message or signature is in its original form,

The electronic signature is the best evidence that can be obtained at an acceptable level from the person who cites it. Unless proven otherwise, it is assumed that the protected electronic record has not changed since it was established and in accordance with Article 17.2. The reliance on the protected electronic signature is reasonable unless proved otherwise

The Court of Cassation has the full power to assess the work of the experts as one of the elements of evidence in the case, and it may take all or part of it, as it is based only on the basis of What you are assured of (Ruling Court of Cassation - Dubai

On 2007-06-25 in Appeal No. 2007/63 Civil Appeal, 2007/75 Civil Appeal and 2007/86 Civil Appeal), and the Dubai Court of Cassation is also scheduled to adjudicate the Court of Authority

To assess and understand the impact of the case, to evaluate the evidence and the documents presented therein, to balance between them and to make sure that they are reassuring themselves to the assessment and appreciation of the work of the experts and to take the result

The expert in his report is funded for its reasons and is not obliged to respond to its reasons, stating that it did not find in that petition what is worthy of reply more than what the report contained and it has not responded to the request of scarcity

Another expert, when found in the case papers enough to form her faith, also does not need a statement

And it is not obliged to follow the adversaries in their various statements and arguments and are given independence on each of them, as long as the fact that they are convinced and the evidence contained in it indicate the expected response to that statement.

The arguments of the litigants were based on reasons sufficient to bear and justify the result that ended (appeal)

) No. 263 of 2011 real estate session 2012-1-15 and a description of the above legal and judicial reports and the guidance of the fixed of the documents and documents, including
the picture of check Rqim 1241 and notice of the back of the subject matter of the lawsuit and messages

And the report of the managing expert on the claim that the parties had a commercial relationship that consisted of lending the plaintiff to the plaintiff in late 2013 for the check amount of 11 million dirhams The refund was made on 25/12/2013, but the respondent did not refund the fees. The second defendant initiated the delivery of the check, the subject of the lawsuit, after he signed it as

Who is authorized to sign the first defendant as the value of the loan and the first defendant’s knowledge is due on 2/24/2014 and the plaintiff's claim for collection is due to the absence of a balance. Moreover, the managing expert has proved that the defendant did not pay the sum of the loan or check value, The court is concerned about the defendant's value of the check subject of the case, which is required by it. This does not prejudice the defendant's statement to the expert's report if it denies its relationship with the plaintiff and denies the absence of the check while acknowledging that the second defendant is authorized to sign the check as it confirms from the reality of e-mail With the loan It is also not supported by the denial of images of e-mails if they are supported by evidence that is not issued by the mail of the first defendant's manager and the director of the plaintiff

Or the electronic address of the two letters on the electronic address, which undermines its legal validity and thus the denial may be emptied of its legal guarantee and became useless for the removal of its legislative legitimacy, as well as the check is a tool of fulfillment and it is based on an existing reason and a draft commitment to pay the value of the check involves itself The reason for his release and if not stated the reason, but that does not deprive the defendant the right to struggle over the cause of the check and legitimacy and the burden of the burden of proving that and as long as the plaintiff denies the authenticity of the check issued and withdrawn from the account does not have to challenge the objections to the report of the expert W The court also requires that the first defendant be obliged to pay the plaintiff an amount of (11) million dirhams of the value of the check as stated

In the context of the request of the second defendant, Artur Agamov, in solidarity with the amount ordered, it is decided as required by Article 12 of the Commercial Companies Law and Article 655 of the Law

Civil Transactions The Company, whether a civil company or a commercial company, shall have, once it has formed its legal personality, and shall have a financial liability independent of its partners. The signature of its manager in its name shall not be transferred to it, In the appeal No. 2009/108, my employee and 2009/109 had a labor appeal against them. Since the documents of the suit and the letter of the withdrawing bank on the check and the first defendant’s defense were the second defendant was authorized to sign checks The first respondent and the grandeur of the signature of the check The case document was performed in accordance with his powers assigned to him for purposes of proving the first defendant and was not proved to be cheating or delis. The defendant's first court of the
plaintiff’s second collusion with the plaintiff failed to prove that he was cheating or delis. which it was unable to be with the second defendant binding Bam LGA loan check and spend

. By rejecting the request as stated in the operative and since it is about the request for legal benefit, the court considers that the reality of the plaintiff’s goal and purpose is

Compensate for the damages suffered as a result of the defendant's failure to meet the debt owed, and

The court ruled in this respect that the plaintiff is entitled to interest at the rate of 9% per annum from the date of maturity as compensation and in accordance with the provisions of Articles 76 and 77 of the Commercial Transactions Law of 1993. Since the plaintiff’s request for material and moral compensation is a benefit, the legally due request is tantamount to a redress for damages and therefore there is no need for the judiciary. Material compensation and literary therefore requires the court to reject

As for fees and expenses and fees for lawyers, the court is obliged by the defendant ***. Workers first text of articles / 133 1, 2, 168 of the Code of Civil procedures

For these reasons

The court ruled: First, to accept the appeal as a form In the matter of the lawsuit, the defendant company Doudo Communications LLC is represented by a free zone represented by Ali Bek Yasef Yaseef to pay the plaintiff an amount of 11 million dirhams and the legal interest at 9% of the maturity date of the check in 2014 / 2/25 until the full payment was rejected and other applications were rejected. The first defendant charged the fees and expenses and the amount of AED 2,000 against the attorney’s fees for

He ordered him to confiscate the amount of the appeal insurance

Secretary of the Department

The body set forth in this ruling is the one who heard the case and deliberated the case and signed the draft judgment. The body that addressed the verdict is the problem headed by Judge Tareq Yaqoub Al-Khayyat and his membership. Judges Sami Abdul Jalil Al-Tuhami and Judge Yousef Kayed Naif Tahat

Secretary of the Department

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TO WHOM IT MAY CONCERN

The General Secretariat of the International Criminal Police Organization-INTERPOL hereby certifies that, as of today, Mr MOTI, Zunaied Abbas, born on 03 September 1974, is not subject to an INTERPOL Notice or diffusion.

Done in Lyon, on 02 November 2018.

Office of Legal Affairs
General Secretariat
ICPO-INTERPOL