

**IN THE HIGH COURT OF ZIMBABWE  
HELD AT BULAWAYO**

**Judgment No. HB 5/10  
Case No. HC 3449/04**

In the matter between:

**SIPHIWE SIBANDA**

**And**

**LUCKY SIBANDA**

Bulawayo: 29 & 30 May; 5 June; 20 July; 3 August 2007 & 28 January 2010  
Before the Honourable Mr Justice Bere

*J Tshuma*, for the plaintiff

*R Ndllovu*, for the defendant

**WHEREUPON** after reading documents filed of record and hearing counsel

**IT IS ORDERED:**

1. That the parties be and are hereby granted an order for divorce.
2. That the plaintiff be and is hereby awarded the custody of Lwazi Edward Sibanda (born on 20<sup>th</sup> June 2003) with the defendant being afforded reasonable rights of access to the minor child.
3. That the defendant be ordered to pay monthly maintenance for the minor child until the child attains the age of 18 years or becomes self-sufficient whichever happens earlier.
4. That given the fact that the originally agreed figure for maintenance has been rendered obsolete because of dollarization, the parties need to agree on a new figure failing which a new figure be computed by a court of competent jurisdiction upon application by the plaintiff.
5. That the plaintiff be and is hereby declared to be the sole and absolute owner of the following movable assets;
  - (i) American fridge freezer
  - (ii) Wide screen television set
  - (iii) Washing machine
  - (iv) Three seater, two seater and one seater black sofas

6. That the defendant be and is hereby declared to be the sole and absolute owner of the following movable assets.
  - (i) Omega motor vehicle
  - (ii) BMW motor vehicle
  - (iii) Small television set
  - (iv) Dining room table
  - (v) All beds
  - (vi) VCR and DVD player
  - (vii) All movable wardrobes and kitchen units
  
7. That the plaintiff be and is hereby awarded 50% of the current market value of a DAF truck motor vehicle bearing engine number H-77549 and chassis number XLRTG46WSOE392966 with the defendant being given the first option to buy out the plaintiff within 30 days from the date of this order failing which the right is extended to the plaintiff.
  
8. That in the event of both parties failing to comply with clause 7 (*supra*) it is hereby ordered that the truck be valued by a mutually agreed car dealer for purposes of its disposal at best advantage to enable each party to get a share of his or her entitlement.
  
9. That the plaintiff be and is hereby awarded 50% of the current market value of a house commonly referred to as house number 65 Sparrow Lark Way, Burnside, Bulawayo with the defendant being given the first option to buy out the plaintiff within 30 days from the date of this order failing which the right is extended to the plaintiff.
  
10. That in the event of both parties failing to exercise their options in terms of clause 9 (*supra*) then the house in question be valued by a mutually agreed estate agent for purposes of its disposal at best advantage to enable each party to get a share of their entitlement.
  
11. That each party shall bear his or her own costs of suit.

BY THE JUDGE

ASSISTANT REGISTRAR