

ADMARC Limited vs Alex Malikebu & 3281 Others Miscellaneous Civil Cause Number 91 of 2024

Summary

Court:	High Court of Malawi
Registry:	Civil Division
Bench:	Honourable Justice Allan Hans Muhome
Cause Number:	Miscellaneous Civil Cause Number 91 of 2024
Date of Judgment:	June 16, 2025
Bar:	Mr Benard Ndau, Mr John Suzi-Banda, Mr Francisco Chikabvumbwa, and Mr Edward Dzimphonje, Counsel for the Applicant/Enforcement Debtor Counsel for the Respondents/Enforcement Creditors: Mr Shepherd Mumba and Mr Ackim Ndlovu

The Applicant/Enforcement Debtor, ADMARC Limited, sought to set aside an interim third party debt order obtained by the Respondents/Enforcement Creditors, Alex Malikebu and 3281 Others. The Respondents, who were former employees of the Applicant, had successfully sued for unfair dismissal and labour practices in the Industrial Relations Court (IRC) and were awarded a judgment

debt of over K25 billion in November 2024. The Applicant was granted a stay of execution pending an appeal, conditioned upon paying 50% of the judgment debt within a specified period. When the Applicant failed to comply with this condition, the Respondents began enforcing the judgment. The Applicant paid a portion of the debt but a balance of over K5.8 billion remained, for which the Respondents obtained the interim third-party debt order in May 2025. The Applicant argued that the interim order was irregular and an abuse of court process because a stay of execution was still in place.

The Court had to decide whether the interim third party debt order was irregular and whether it constituted an abuse of court process. The Court held that the Applicant's failure to comply with the conditions of the stay of execution, as ordered by both the IRC and the High Court, automatically discharged the stay. The Court stated that non-compliance with a condition of a stay means the party can no longer rely on it. Therefore, the Respondents were at liberty to enforce the judgment. The Court concluded that the interim third party debt order was not irregular and did not amount to an abuse of court process. The application by the Applicant to set aside the order was dismissed. The Court granted the Respondents' prayer, making the interim third party debt order absolute. The Court ordered that each party should bear its own costs.