

Rule 65(4)
APPLICATION: NOTICE OF MOTION
(To Registrar and Respondent)
IN THE HIGH COURT OF NAMIBIA
(Main Division)

In the matter between:

ZIKAMISEE JUSTICE MBUENDE

APPLICANT

and

THE CLERK OF COURT OF THE OVAMBANDERU COMMUNITY COURT	1st RESPONDENT
KOMAO LYDIA NDJARAKANA	2nd RESPONDENT
OVAMBANDERU TRADITIONAL AUTHORITY	3rd RESPONDENT

TAKE NOTICE that **ZIKAMISEE JUSTICE MBUENDE** (hereinafter called the applicant) intends to make application to this court for an order

- 1 Review the decision of the OvaMbanderu Community Court to adjudicate a claim in respect of the marriage and subsequent divorce between the applicant and the second respondent.
- 2 Declaring the aforesaid decision to be invalid and of no force or effect.
- 3 Directing that the first respondent, jointly and severally with the second and third respondents should they elect to oppose any orders in terms hereof, pay the costs of this application.
- 4 Granting the applicant such further and or alternative relief as the above Honourable Court may deem fit.

and that the accompanying affidavit of Zikamisee Justice Mbuende and Norman Tjombe will be used in support thereof.

TAKE NOTICE FURTHER that the applicant has appointed Tjombe Incorporated of 55 Penguin Street, Windhoek, Khomas region, Namibia, 10005. at which he or she will accept notice and service of all process in these proceedings.

TAKE NOTICE FURTHER that if you intend to oppose this application you are required to-

- 1 notify applicant's legal practitioner in writing within 15 days from date of service of this application, of your intention to oppose this application, by service a copy of your intention to oppose on applicant at the address stated herein and filing the original at the registrar
- 2 and within 14 days of the service of notice of your intention to oppose, to file your answering affidavits, if any

and further that you are required to appoint in such notification an address within a flexible radius from the court, referred to in rule 65(5) at which you will accept notice and service of all documents in these proceedings.

If no notice of intention to oppose is given, the application will be moved on the **30th day of January 2026 at 10:00 AM.**

DATED at Windhoek on this **03rd day of December 2025.**



Norman Tjombe
Legal practitioner for the applicant
Tjombe Incorporated
55 Penguin Street
Windhoek
Khomas region
Namibia
10005
Office Reference Number: Mbuende02/0001
Tel: +264811223356
Fax: +26488 613 678

TO:

The Clerk of Court of the OvaMbanderu Community Court
Omauezonjanda village (also known as Epukiro Pos 3) in the Omaheke region, Namibia, care of
the Government Attorney, 2nd Floor, Sanlam Centre, Independence Avenue, Windhoek, Khomas
region, Namibia

Authorize Code: **LLs7Wp**

Komao Lydia Ndjarakana

822 Aries Street, Dorado Park (Extension 1), Windhoek, Namibia and employed at NamPost,
Independence Avenue, Windhoek, Khomas region, Namibia

Authorize Code: **NvpoDQ**

OvaMbanderu Traditional Authority

Omauezonjanda village (also known as Epukiro Pos 3) in the Omaheke region, Namibia, care of
the Government Attorney, 2nd Floor, Sanlam Centre, Independence Avenue, Windhoek, Khomas
region, Namibia

Authorize Code: **a7kgKG**

And TO:

Registrar of the High Court
Main Division
Windhoek

**IN THE HIGH COURT OF NAMIBIA
MAIN DIVISION**

In the matter between:

ZIKAMISEE JUSTICE MBUENDE

Applicant

and

CLERK OF COURT : OVAMBANDERU COMMUNITY COURT

First respondent

KOMAO LYDIA NDJARAKANA

Second respondent

OVAMBANDERU TRADITIONAL AUTHORITY

Third respondent

APPLICANT'S FOUNDING AFFIDAVIT

I, the undersigned,

ZIKAMISEE JUSTICE MBUENDE

do hereby make oath and say that:

1. I am an adult unmarried male person employed as an Accountant by the Namibia Financial Institutions Supervisory Authority (NAMFISA), 51 Werner List Street, Windhoek, Namibia and residing at 4669 Osona village, Okahandja, Namibia. I am the applicant in this application. The facts set out herein are within my own knowledge, true and correct, unless stated to the contrary or the context indicates otherwise.
2. The first respondent is **THE CLERK OF COURT OF THE OVAMBANDERU COMMUNITY COURT**, an official appointed in terms of section 9 of the Community Courts Act, Act 10 of 2003 ("the Community Courts Act") as the clerk of court of the OvaMbanderu Community Court, a community court established in terms of the section 4(1) of the Community Courts Act, read with Government Notice No. 281 of 2015, with its principal place of business at Omauezonjanda village (also known as

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Epukiro Pos 3) in the Omaheke region, Namibia, care of the Government Attorney, 2nd Floor, Sanlam Centre, Independence Avenue, Windhoek, Namibia.

3. The second respondent is **KOMAO LYDIA NDAJARAKANA**, an adult female Chartered Accountant employed by NamPost, Independence Avenue, Windhoek, Namibia, and residing at 822 Aries Street, Dorado Park (Extension 1), Windhoek, Namibia.
4. The third respondent is **OVAMBANDERU TRADITIONAL AUTHORITY**, a traditional authority established in terms of section 2 of the Traditional Authorities Act, Act 25 of 2000, with its principal place of business at Omauezonjanda village (also known as Epukiro Pos 3) in the Omaheke region, Namibia, care of the Government Attorney, 2nd Floor, Sanlam Centre, Independence Avenue, Windhoek, Namibia. The third respondent is cited for the direct and substantial interest it may have in the outcome of this application, and a costs order is only sought against it should it elect to oppose any of the orders sought herein.
5. This is an application for an order to review the decision of the OvaMbanderu Community Court of to proceed with a hearing at the instance of the complainant, being the second respondent in these proceedings, and declaring such decision as invalid, and of no force or effect. The grounds which I am making this application are detailed hereunder:
6. The second respondent and I were married. We got married on 17 October 2014 at Okahandja, Namibia. The marriage was in community of property. I attach hereto a copy of the marriage certificate, marked "A".
7. On 21 November 2022, I caused to be instituted divorce proceedings in the High Court of Namibia. The second respondent, as a defendant, defended the divorce proceedings, and filed a plea and counterclaim, to which I duly replicated.
8. After the further exchange of pleadings and other documents in the normal conduct of the divorce proceedings, the second respondent and I entered into a settlement agreement on 31 August 2023. A copy of the settlement agreement is attached hereto marked "B".

25/11/23

9. As required in terms of the settlement agreement, the second respondent withdrew her defence, plea and counterclaim, enabling me to proceed with the divorce proceedings on an unopposed basis and in terms of the terms and conditions of the settlement agreement. The settlement agreement detailed extensively and clearly the various items – immovable and movable properties – of the joint estate that would be divided between the two of us.
10. I ultimately obtained a final order of divorce on 18 September 2023. A copy of the final order of divorce is attached hereto, marked "C".
11. As apparent from the final order of divorce, the settlement agreement was incorporated into the final order of divorce. The divorce matter was then also regarded as finalised and removed from the roll.
12. Apart from registering the transfer of the immovable properties into the name of the relevant party and delivering the movable property from the one to the other, the second respondent and I had no further issues with each other after 18 September 2023.
13. However, on or about 24 February 2025, I was served with a summons to appear before the OvaMbanderu Community Court. The hearing was scheduled for 12 March 2025 at 9h00 and at Epukiro-Mauezonjanda. The summons indicated that the second respondent is the complainant, and that I am the defendant, and that the hearing concerns **"Compensation for Marriage – Divorce"**. I attach hereto a copy of the summons, marked "D".
14. I immediately consulted my legal practitioner, who, on my instructions, addressed a letter to OvaMbanderu Community Court. A copy of the letter, dated 24 February 2025, is attached hereto marked "E".
15. In the letter, my legal practitioner pointed out that a final order of divorce was already obtained on 18 September 2023, and further pointed out the terms of clause 4 of the settlement agreement between the second respondent and myself, which reads:

"This agreement is concluded in full and final settlement of all claims which any party may have against the other arising out of the subject matter of the above case and no party shall have any further claims

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against the other in respect of the subject matter of this action, save for any claim originating from any party's non-compliance with the strict terms of this agreement."

16. Copies of the settlement agreement and the final order of divorce were then also attached to the aforementioned letter from my legal practitioner.
17. For a considerable time, nothing came of the matter after my legal practitioner's letter of 24 February 2025, and I assumed that the OvaMbanderu Community Court had laid to rest the matter.
18. However, it is only on 13 September 2025 that my legal practitioner received a response from the OvaMbanderu Community Court in a letter dated 13 August 2025. I attach hereto a copy of the letter and its attachments, marked "F".
19. The letter from the OvaMbanderu Community Court informs that:

"Re: Zikamisee Mbuende and Komao Ndjarakana final divorce according to their tradition.

We the Ovambanderu Community Court would like to inform your office that although the final order of divorce was issued on the 18th September 2023 in High Court of Namibia, we are not disputing.

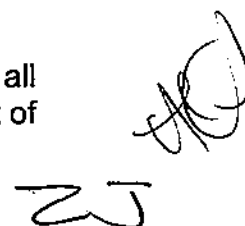
But since they have been married traditionally therefore they have to divorce traditionally and this process has to be performed in this court.

Finally we have enclosed the copies of their parents, cousins and elders who were present at their traditional wedding."

20. My legal practitioner once again addressed a further letter to the OvaMbanderu Community Court stating that:

"We refer to you email and the various documents attached to it. We have previously written to you and stated that a final order of divorce was issued in the High Court of Namibia. That order was premised on a settlement agreement which Ms Komao Ndjarakana agreed to with the benefit of legal counsel. We pointed out that the settlement agreement between the parties states:

"This agreement is concluded in full and final settlement of all claims which any party may have against the other arising out of

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the subject matter of the above case and no party shall have any further claims against the other in respect of the subject matter of this action, save for any claim originating from any party's non-compliance with the strict terms of this agreement."

In light of that, further claims in relation to the parties' marriage and divorce, cannot be entertained any more at any forum, including a Community Court.

We also find it rather inexplicable that the Community Court, an institution that is to be independent and impartial, would be collecting evidence against our client in a matter which is apparently pending in the same Community Court.

In any event, should you persist in proceeding with the matter before the Community Court, our client will approach the High Court for an appropriate order."

21. A copy of the letter is attached hereto marked "G".
22. However, on 19 November 2025, I once again was served with a summons to appear before the OvaMbanderu Community Court on 5 December 2025 at 9h00 and at Epukiro-Omaueuozonjonda. A copy of the summons is attached hereto marked "H".
23. In terms of the summons, the particulars of claim simply refers to "**Marriage – divorce**".
24. I should point out that the intended adjudication before the OvaMbanderu Community Court the issues relating to the marriage and divorce between the second respondent and I, are an abuse of the judicial process. I have already pointed out that the settlement agreement between the second respondent and I settled any and all disputes relating to the marriage. In that respect, I refer to clause 4 of the settlement agreement, which terms I have quoted hereinabove.
25. The second respondent, who was at all times during the divorce proceedings, represented by an able legal practitioner, settled the divorce proceedings on the terms and conditions that no further claims will be entertained. There was no mention of any exception of further claims to be adjudicated by the OvaMbanderu Community Court or any other court.
26. I should point out that the second respondent, in the divorce proceedings, also instituted a counterclaim. Her counterclaim made no mention of a further claims, other than prayers for a restitution order, failing that, a final order, forfeiture of the certain

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benefits, and the division of the joint estate. I attach hereto a copy of her counterclaim, marked "J".

27. In terms of the settlement agreement, we agreed on the division of the joint estate, and in fact itemised which items of the joint estate each party would receive. Both of us accepted the terms and conditions of the settlement agreement, without any reservations or further conditions other than what are contained in the settlement agreement. That brought the matter to finality.
28. That the OvaMbanderu Community Court would insist on proceeding with a adjudicating a claim which has been settled and that settlement agreement made an order of the High Court of Namibia, is beyond any logic, and its decision falls to be set aside on that basis alone.
29. Had I known that the second respondent would continue to claim more claims in relation to the marriage and the subsequent divorce, I would not have agreed to settle the divorce proceedings – at least not on the terms and conditions as set out in the settlement agreement. That was the very purpose of clause 4 of the settlement agreement between the second respondent and myself.
30. Further, the second respondent should have brought forward all her related claims in the divorce proceedings before the High Court of Namibia so that all are adjudicated at once and for all, and not have this piecemeal approach that she is intending.
31. Further, I am advised and I wish to point out the following: Section 25 of the Community Courts Act determines that:

"If during proceedings before a community court it comes to the attention of such court that there is already an action pending in another court (including a community court) between the same parties based on the same cause of action, and in respect of the same subject matter, such court shall stay those proceedings until -

- (a) the proceedings in such other court, including proceedings on appeal, have been disposed of; or**
- (b) the proceedings in such other court have been withdrawn."**



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32. I submit that it is clear from section 25 of the Community Courts Act, that there cannot be parallel proceedings on the same matter in a community court and in another court – in this instance the High Court.
33. I am further advised and I submit that the community courts, including the OvaMbanderu Community Court is subordinate to the High Court of Namibia. Once the High Court of Namibia adjudicated on a matter, an inferior court cannot in itself decide to also adjudicate on the same matter between the same parties. The matter has been finalised by the High Court of Namibia.
34. Further, it is clear from its letter of 13 August 2025, the OvaMbanderu Community Court considers that the second respondent and I got married under customary law ("married traditionally" as stated in its letter), and therefore, we have to divorce under customary law ("divorce traditionally") too. Whilst I do not agree with this legal proposition, I do state that we did not get married under customary law. We got married under civil law and in terms of the Marriage Act, Act 25 of 1961. The marriage officer was not an official of the OvaMbanderu Traditional Authority or otherwise a marriage officer under customary law of the OvaMbanderu people. He was a magistrate for the Magistrate's Court of Okahandja and acted as a marriage officer in terms of the Marriage Act – not under customary law – as apparent from the marriage certificate referred to hereinabove.
35. Therefore, there is no traditional marriage that must be dissolved through traditional practices.
36. I recall that we were on holiday in Botswana when we had a party to celebrate our wedding. We were both born in Botswana, and grew up there. As a result, we still have a sizable circle of family and friends in Botswana, and we often return to Botswana for family events and holidays. Many of our close friends and family were not able to attend our wedding in Namibia (to where we have migrated in our adult lives), and we thought it fit to have a celebration of our wedding in Botswana with our Botswana-based friends and family. That was not a ceremony of a traditional wedding.
37. We got married on 17 October 2014, and thus by then on 18 December 2015, we were already married for more than a year. There was no need to have a traditional marriage again. That party or celebration cannot be considered as a traditional marriage. It was

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an informal gathering of family and friends. We were already married by then. We certainly did not have two marriages – one under civil law, and another under customary law. In any event, an order of divorce in the High Court of Namibia would have dissolved both marriages, that is if there were two marriages.

38. Even if it is accepted that there was a customary law marriage (which I still deny), I am advised and I submit that the civil marriage concluded in Okahandja in terms of a statute (i.e. the Marriage Act, Act 25 of 1961) would take precedence over a marriage concluded in terms of or under customary law. The OvaMbanderu Community Court has not applied its mind in respect of this aspect, and its decision to adjudicate on the divorce, falls to be set aside on that basis alone.
39. Further, the letter of 13 August 2025 from the OvaMbanderu Community Court has several letters attached. These letters appear to be all from family members of the second respondent, claiming, in almost identical terms, that they were witnesses to a traditional wedding ceremony between the second respondent and myself at Legothwana village in Botswana on 18 to 20 December 2015.
40. The OvaMbanderu Community Court, which should be independent and impartial, was collecting evidence, soe as far as in Botswana, against me to be used in a matter in which I am a defendant before the same OvaMbanderu Community Court. I am advised that the OvaMbanderu Community Court, as a tribunal established by law, is subject to article 12(1)(a) of the Namibian Constitution in that I am entitled entitled to a fair and public hearing by an independent, impartial and competent Tribunal established by law.
41. By collecting evidence behind my back and in favour of the second respondent, the OvaMbanderu Community Court is violating my constitutional rights to a fair hearing by an independent and impartial tribunal.
42. My legal practitioner pointed out that fact in his letter dated 13 September 2025 to the OvaMbanderu Community Court. Yet the OvaMbanderu Community Court is hell-bent on proceeding with the hearing to adjudicate on a matter in which it is heavily conflicted. It is unfair and unreasonable for the OvaMbanderu Community Court to insist on proceeding with a hearing under such circumstances, and its decision falls to be set aside on that basis alone.

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43. I therefore submit that a case for the relief sought has been made out. I therefore respectfully pray that the above Honourable Court grant the relief prayed for in the Notice of Motion to which this affidavit is annexed, which is:

1. **Review the decision of the OvaMbanderu Community Court to adjudicate a claim in respect of the marriage and subsequent divorce between the applicant and the second respondent.**
2. **Declaring the aforesaid decision to be invalid and of no force or effect.**
2. **Directing that the first respondent, jointly and severally with the second and third respondents should they elect to oppose any orders in terms hereof, pay the costs of this application.**
3. **Granting the applicant such further and or alternative relief as the above Honourable Court may deem fit.**

44. I reserve my right to add or vary the notice of motion and file supplementary affidavits on receipt of the record of the decision as contemplated by rule 76(9) of the rules of this Honourable Court.



ZIKAMISEE JUSTICE MBUENDE

I hereby declare that the deponent has sworn to and signed this statement in my presence at **WINDHOEK, NAMIBIA** on the 2nd day of **DECEMBER 2025** and he declared as follows: that the facts herein contained fall within his personal knowledge and that he understands the contents hereof; that he has no objection to taking the oath; that he regards the oath as binding on his conscience and has declared as follows: "I swear that the contents of this declaration are true and correct, so help me God."



COMMISSIONER OF OATHS

FULL NAMES:

CAPACITY:

ADDRESS:

Hilka Kandali Alberto
COMMISSIONER OF OATHS
LEGAL PRACTITIONER
High Court of Namibia
51-55 Werner List Street
Gutenberg Plaza
Upper Ground Floor



REPUBLIC OF NAMIBIA

MINISTRY OF HOME AFFAIRS AND IMMIGRATION

MARRIAGE CERTIFICATE

B 238739

HUSBAND **WIFE**

Surname: Mbuende Surname: Ndabirakanya
First name(s): Zikamisee Justice First name(s): Kongo Ladi

Identity No. BN0059919 Identity No. 84112110073
Date of Birth: Year 1977 Month 03 Day 03 Date of Birth: Year 1984 Month 11 Day 21

Date of marriage: Year 2014 Month 10 Day 17

Married by / without antenuptial contract: without antenuptial contract

Marriage solemnized at: Okahanga magistrate court

Place: Okahanga Region: Ojozondjupa

Certified a true extract from the marriage register.

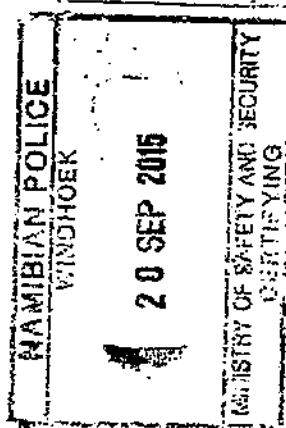
Marriage Officer /
for Ministry of Home Affairs and Immigration 2014-10-17 Date Okahanga Place
11 kg 5126

Designation number of marriage officer:

210611

I certify that this document is a true and correct copy of the original which was examined by me and that from my observations the original has not been altered in any manner, nor was it previously submitted for payment.

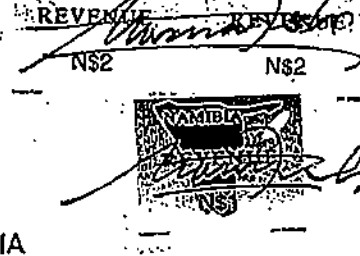
St. B. L. [Signature]



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"A"

Settlement agreement (Annexure B)



IN THE HIGH COURT OF NAMIBIA
MAIN DIVISION

Case No: HC-MD-CIV-ACT-MAT-2023/05035

In the matter between:

ZIKAMISEE JUSTICE MBUENDE

Plaintiff

and

KOMAO LYDIA MBUENDE (born NDJARAKANA)

Defendant

DEED OF SETTLEMENT

WHEREAS the plaintiff has instituted divorce proceedings against the defendant in the above Honourable Court, and the defendant has entered an appearance to defend, plea and counterclaim;

AND WHEREAS the parties intend to amicably resolve the matter and have reached a settlement agreement, in terms of which they have agreed to record in writing herein and be made an Order of the Court:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. CONTINUATION OF THE DIVORCE PROCEEDINGS

The plaintiff will proceed with the divorce proceedings on an unopposed basis and in the terms and conditions of this deed of settlement, with the defendant, on signature of this agreement, withdrawing her notice of intention to defend, plea and counterclaim.

2. PROPRIETARY CLAIMS

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Immovable property:

2.1 The plaintiff shall retain, for his exclusive use and enjoyment, the following immovable property situated at:

- (a) Erf 1935, Smarties, Okahandja, Namibia;
- (b) Plot No. 2120, Maun, Botswana; and
- (c) Farming and residential unit known as *Okatamba*, Omaheke region, Namibia.

2.2 The defendant shall retain, for her exclusive use and enjoyment, the following immovable property situated at:

- (a) Erf 822, Aries Street, Dorado Park, Windhoek, Namibia; and
- (b) Erf 1777, Extension 11, Gobabis, Namibia.

Movable property:

2.3 The plaintiff shall retain, for his exclusive use and enjoyment, the following movable properties:

- (a) the motor vehicle Nissan NP300 with registration number: N194-439W;
- (b) all the livestock currently in his possession and or control; and
- (c) all the furniture and other household items currently in his possession and control.

2.4 The defendant shall retain, for her exclusive use and enjoyment, the following movable properties:

- (a) the motor vehicle Toyota RAV 4 with registration number: N183-512W;
- (b) all the livestock currently in her possession and or control; and

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ZJ (D) JONK
ZJ HKJ

Settlement agreement (Annexure B)

- (c) all the furniture and other household items currently in her possession and control.

2.5 In addition to the above, the plaintiff shall hand to the defendant the following movable property, which shall be for the exclusive use and enjoyment of the defendant, and which the defendant shall collect at her own cost within 60 days of the signature of this deed of settlement:

- (a) a size 2 pot;
- (b) a light brown suitcase;
- (c) 11 calves;
- (d) 7 heifers; and
- (e) 9 cows (of which shall include one cow that the defendant inherited from her late father and one cow that the defendant received from Mr Moses Ndjarakana).

2.6 Insofar as required or necessary, each party shall provide the required written power of attorney (or other suitable written instrument) to the other party to ensure the registration of the transfer of their respective rights, interest and title in the relevant properties to each party as set out in this agreement, which shall be provided within 14 days of being so requested in writing, failing which the deputy sheriff for the district of Windhoek is hereby authorised to sign on behalf of the party refusing and or neglecting to provide such power of attorney (or other suitable written instrument).

2.7 Each party shall be solely responsible for the repayments of any loans or other liabilities in their own respective names.

3. LEGAL COSTS

The parties agree that each party shall pay their own respective legal costs.

HK dk KLM
ZJ F JLM
ZJ HK

4. FULL AND FINAL SETTLEMENT

This agreement is concluded in full and final settlement of all claims which any party may have against the other arising out of the subject matter of the above case and no party shall have any further claims against the other in respect of the subject matter of this action, save for any claim originating from any party's non-compliance with the strict terms of this agreement.


5. ORDER OF THE COURT

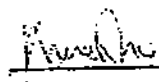
The parties agree to have this settlement agreement be made an order of court.

SIGNED and DATED at WINDHOEK on this 31st day of AUGUST 2023.

AS WITNESS

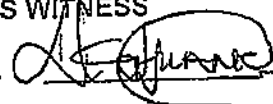
1. 



ZIKAMISEE JUSTICE MBUENDE
Plaintiff

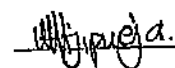
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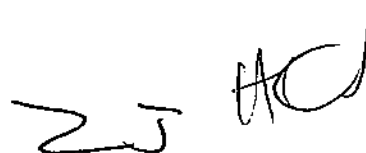
SIGNED and DATED at WINDHOEK on this day of 31 AUGUST 2023.

AS WITNESS

1. 


KOMAO LYDIA MBUENDE (NDJARAKANA)
Defendant

2. 





IN THE HIGH COURT OF NAMIBIA, MAIN DIVISION,
HELD AT WINDHOEK
ON MONDAY, THE 18th DAY OF SEPTEMBER 2023
BEFORE THE HONOURABLE JUSTICE OOSTHUIZEN

In the matter between:

ZIKAMISEE JUSTICE MBUENDE

PLAINTIFF

and

KOMAO LYDIA MBUENDE

DEFENDANT

COURT ORDER

Having heard **MR NORMAN TJOMBE**, on behalf of the Plaintiff and having read HC-MD-CIV-ACT-MAT-2022/05035:

IT IS HEREBY ORDERED THAT:

- 1 The bonds of marriage subsisting between the Plaintiff and the Defendant are hereby dissolved.
- 2 The agreement between the parties, filed of record, dated 31 August 2023 is hereby made an Order of Court.
- 3 The matter is removed from the roll and is regarded as finalised.

BY ORDER OF THE COURT

A handwritten signature in black ink, appearing to read "Aenzle".

REGISTRAR

TO:

NORMAN TJOMBE
On behalf of Plaintiff
Tjombe-Elago Inc.
The Village

A handwritten signature in black ink, appearing to read "ZJ" followed by a stylized flourish.

4 Schiller Street
Windhoek
Khomas region
Namibia
10005

AND TO:

LAURA PACK
On behalf of Defendant
PACK AND COMPANY INCORPORATED
87 HOSEA KUTAKO DRIVE
WINDHOEK NORTH
Windhoek
Khomas
Namibia
9000

25 HOD



REPUBLIC OF NAMIBIA

SUMMONS TO BE HANDED TO THE DEFENDANT TO ATTEND AND GIVE EVIDENCE

In the Ovambanderu Community Court
Onahelle Region

To the Messenger of the Court or other person authorized to serve process.

You are hereby commanded in the name of the Community Court to summon the person(s) of particulars appearing hereunder, to appear in person before this Court at 09:00 o'clock on the date of hearing to answer all he/she know concerning certain claim(s) preferred against Him/her/them.

Place Hearing	Date and Time of Hearing
<u>Erukro-Onaobzonjenda</u>	<u>12/03/2025</u> <u>09:00</u>

Particulars of defendant to be summoned:

Name, Sex, Age etc	Address (Residential or place of business)
<u>Zikamisee Mbulende (M)</u>	<u>NAMFISA HEAD OFFICE, Cutenberg plaza</u> <u>WINDHOEK - 0612905000, 0814025403</u>

Summoned to court on a claim(s): compensation for
Marriage - Divorce

Name of complainant: Komao Ndjarakana - 081

Serve on each of them a copy of this summons and return to this Court what you have done there on.

<p>MINISTRY OF JUSTICE</p> <p>Ovambanderu Community Court</p> <p>P.O. Box 16 - Erukro</p> <p>2025-02-13</p> <p>Tel +264 62 567 230</p> <p>Fax +264 62 567 231</p> <p>REPUBLIC OF NAMIBIA</p> <p>Date Stamp of issuing office</p>

[Signature]
 Clerk of the Court (signature)

Failure to comply with the above summons, renders you liable to arrest and sentence not exceeding N\$ 100.00 or repayment of equivalent amount in kind as determined by the Community Court.

25 AKC

Your ref: Our ref: anabeb01/0001

Authorised and regulated by the Law Society of Namibia

Windhoek, Monday, 24 February 2025

BY HAND

URGENT

**OVAMBADERU COMMUNITY COURT
OMAHEKE REGION
NAMIBIA**

Dear Sir or Madam

Re: ZIKAMISEE MBUENDE / KOMAO NDJARAKANA / SUMMONS IN COMMUNITY COURT

We are acting on behalf of Mr Zikamisee Mbuende of Windhoek. Our client handed us a copy of a summons issued out of the Ovambanderu Community Court, wherein he is cited as a defendant in a matter instituted by Komao Ndjarakana for "a claim of compensation for marriage – divorce." The matter is scheduled for 12 March 2025 at 9h00 and at Epukiro-Omauezonjanda.

We are instructed to bring under your attention that our client instituted divorce proceedings against Komao Ndjarakana in the High Court of Namibia, and the final order of divorce was issued on 18 September 2023. Prior to the date of the divorce, our client and Komao Ndjarakana entered into a written settlement, which was filed in court, and the terms and conditions of the settlement agreement was ultimately incorporated into the final order of divorce. We enclose herewith a copy of the final order of divorce of 18 September 2023 and a copy of the settlement agreement, which was signed on 31 August 2023 by both parties.

You would notice that in terms of clause 4 of the settlement agreement, the parties agreed that:

"This agreement is concluded in full and final settlement of all claims which any party may have against the other arising out of the subject matter of the above case and no party shall have any further claims against the other in respect of the subject matter of this action, save for any claim originating from any party's non-compliance with the strict terms of this agreement."

In light of that, further claims in relation to the parties' marriage and divorce, cannot be further entertained at any forum, including a Community Court.

Accordingly, our instructions are to demand from you, as we hereby do, that the summons issued against our client, be forthwith withdrawn, and that we be informed in writing on or before noon on Friday 28 February 2025 of same, failing which our coiner will approach the High Court of Namibia with an appropriate order, including an order to set aside the summons, and costs.

Yours faithfully


**NORMAN TJOMBE
TJOMBE INCORPORATED**



Letter from Tjombe INC 24 Feb 2025. (Annexure E)

HC-MD-CIV-ACT-MAT-2022/05035

IN THE HIGH COURT OF NAMIBIA, MAIN DIVISION,
HELD AT WINDHOEK

ON MONDAY, THE 18th DAY OF SEPTEMBER 2023
BEFORE THE HONOURABLE JUSTICE OOSTHUIZEN

In the matter between:

ZIKAMISEE JUSTICE MBUENDE

PLAINTIFF

and

KOMAO LYDIA MBUENDE

DEFENDANT

COURT ORDER

Having heard **MR NORMAN TJOMBE**, on behalf of the Plaintiff and having read HC-MD-CIV-ACT-MAT-2022/05035:

IT IS HEREBY ORDERED THAT:

- 1 The bonds of marriage subsisting between the Plaintiff and the Defendant are hereby dissolved.
- 2 The agreement between the parties, filed of record, dated 31 August 2023 is hereby made an Order of Court.
- 3 The matter is removed from the roll and is regarded as finalised.

BY ORDER OF THE COURT

A handwritten signature in black ink, appearing to read "Anzole".

REGISTRAR

TO:

NORMAN TJOMBE
On behalf of Plaintiff
Tjombe-Elago Inc.
The Village

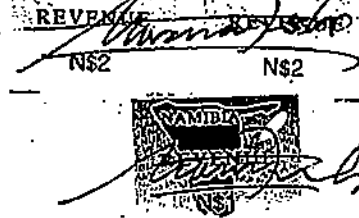
Handwritten initials in black ink, possibly "HCS" or "HCS" with a flourish.

4 Schiller Street
Windhoek
Khomas region
Namibia
10005

AND TO:

LAURA PACK
On behalf of Defendant
PACK AND COMPANY INCORPORATED
87 HOSEA KUTAKO DRIVE
WINDHOEK NORTH
Windhoek
Khomas
Namibia
9000

25 HCS



IN THE HIGH COURT OF NAMIBIA
MAIN DIVISION

Case No: HC-MD-CIV-ACT-MAT-2023/05035

In the matter between:

ZIKAMISEE JUSTICE MBUENDE

Plaintiff

and

KOMAO LYDIA MBUENDE (born NDJARAKANA)

Defendant

DEED OF SETTLEMENT

WHEREAS the plaintiff has instituted divorce proceedings against the defendant in the above Honourable Court, and the defendant has entered an appearance to defend, plea and counterclaim;

AND WHEREAS the parties intend to amicably resolve the matter and have reached a settlement agreement, in terms of which they have agreed to record in writing herein and be made an Order of the Court:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. CONTINUATION OF THE DIVORCE PROCEEDINGS

The plaintiff will proceed with the divorce proceedings on an unopposed basis and in the terms and conditions of this deed of settlement, with the defendant, on signature of this agreement, withdrawing her notice of intention to defend, plea and counterclaim.

2. PROPRIETARY CLAIMS

Handwritten initials and signatures at the bottom of the page: HK, KUM, ZJ, and a large signature.

Immovable property:

2.1 The plaintiff shall retain, for his exclusive use and enjoyment, the following immovable property situated at:

- (a) Erf 1935, Smarties, Okahandja, Namibia;
- (b) Plot No. 2120, Maun, Botswana; and
- (c) Farming and residential unit known as *Okatamba*, Omaheke region, Namibia.

2.2 The defendant shall retain, for her exclusive use and enjoyment, the following immovable property situated at:

- (a) Erf 822, Aries Street, Dorado Park, Windhoek, Namibia; and
- (b) Erf 1777, Extension 11, Gobabis, Namibia.

Movable property:

2.3 The plaintiff shall retain, for his exclusive use and enjoyment, the following movable properties:

- (a) the motor vehicle Nissan NP300 with registration number: N194-439W;
- (b) all the livestock currently in his possession and or control; and
- (c) all the furniture and other household items currently in his possession and control.

2.4 The defendant shall retain, for her exclusive use and enjoyment, the following movable properties:

- (a) the motor vehicle Toyota RAV 4 with registration number: N183-512W;
- (b) all the livestock currently in her possession and or control; and

HA dk KLM
ZJ (E) JOK
ZJ HQ

- (c) all the furniture and other household items currently in her possession and control.

2.5 In addition to the above, the plaintiff shall hand to the defendant the following movable property, which shall be for the exclusive use and enjoyment of the defendant, and which the defendant shall collect at her own cost within 60 days of the signature of this deed of settlement:

- (a) a size 2 pot;
- (b) a light brown suitcase;
- (c) 11 calves;
- (d) 7 heifers; and
- (e) 9 cows (of which shall include one cow that the defendant inherited from her late father and one cow that the defendant received from Mr Moses Ndjarakana).

2.6 Insofar as required or necessary, each party shall provide the required written power of attorney (or other suitable written instrument) to the other party to ensure the registration of the transfer of their respective rights, interest and title in the relevant properties to each party as set out in this agreement, which shall be provided within 14 days of being so requested in writing, failing which the deputy sheriff for the district of Windhoek is hereby authorised to sign on behalf of the party refusing and or neglecting to provide such power of attorney (or other suitable written instrument).

2.7 Each party shall be solely responsible for the repayments of any loans or other liabilities in their own respective names.

3. LEGAL COSTS

The parties agree that each party shall pay their own respective legal costs.

HK dk fcm
ZJ F JLS
ZJ HQ

4. FULL AND FINAL SETTLEMENT

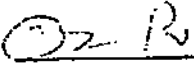
This agreement is concluded in full and final settlement of all claims which any party may have against the other arising out of the subject matter of the above case and no party shall have any further claims against the other in respect of the subject matter of this action, save for any claim originating from any party's non-compliance with the strict terms of this agreement.


5. ORDER OF THE COURT

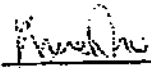
The parties agree to have this settlement agreement be made an order of court.

SIGNED and DATED at WINDHOEK on this 31st day of AUGUST 2023.

AS WITNESS

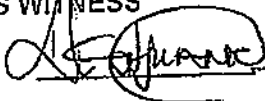
1. 



ZIKAMISEE JUSTICE MBUENDE
Plaintiff

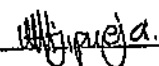
2. 


SIGNED and DATED at WINDHOEK on this day of 31 AUGUST 2023.

AS WITNESS

1. 


KOMAO LYDIA MBUENDE (NDJARAKANA)
Defendant

2. 

25 



REPUBLIC OF NAMIBIA

SUMMONS TO BE HANDED TO THE DEFENDANT TO ATTEND AND GIVE EVIDENCE

In the Ovambanderu Community Court
Onahelle Region

To the Messenger of the Court or other person authorized to serve process.

You are hereby commanded in the name of the Community Court to summon the person(s) of particulars appearing hereunder, to appear in person before this Court at 09:00 o'clock on the date of hearing to answer all he/she know concerning certain claim(s) preferred against Him/her/them.

Place Hearing	Date and Time of Hearing
<u>Erukro - Omaszonjenda</u>	<u>12/03/2025</u> <u>09:00</u>

Particulars of defendant to be summoned:

Name, Sex, Age etc	Address (Residential or place of business)
<u>Zikamisee Mbulende (M)</u>	<u>NamFISA HEAD Office, Outenberg plaza</u> <u>KLINDBOEK - 0612905000, 0814025403</u>

Summoned to court on a claim(s): compensation for
Marriage - Divorce

Name of complainant: Komao Ndjarakana - 081

Serve on each of them a copy of this summons and return to this Court what you have done there on.

MINISTRY OF JUSTICE Ovambanderu Community Court P.O. Box 16 - Erukro 2025-02-15 Tel +264 62 567 230 Fax +264 62 567 231 REPUBLIC OF NAMIBIA Date Stamp of issuing office

[Signature]
 Clerk of the Court (signature)

Failure to comply with the above summons, renders you liable to arrest and sentence not exceeding N\$ 100.00 or repayment of equivalent amount in kind as determined by the Community Court.

25 [Signature]



OvaMbanderu Traditional Authority

Enquiries: Miss Iuonga Mbangura Republic of Namibia
Cell: 0812005052
Email: ovahoff@gmail.com

P.O. Box.650
Gobabis
Namibia

13 August 2025

Dear: Norman Tjombe

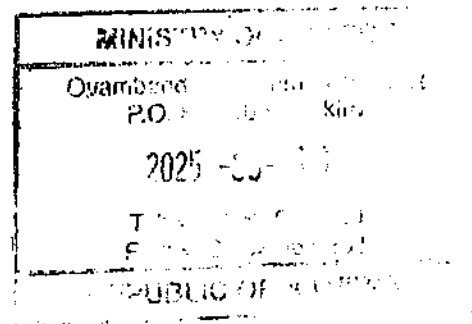
Re: Zikamisee Mbuende and Komao Ndjarakana final divorce according to their tradition.

We the Ovambanderu Community Court would like to inform your office that although the final order of divorce was issued on the 18th September 2023 in High Court of Namibia, we are not disputing.

But since they have been married traditionally therefore they have to divorce traditionally and this process has to be performed in this court.
Finally we have enclosed the copies of their parents, cousins and elders who were present at their traditional wedding.

Yours faithfully

Ovambanderu Community Court



All official correspondence should be addressed to the Acting Chief of the OTA



13 July 2025

To Whom it may concern


I Topohamba Ndirakana of ID no: 40100110061 witnessed a traditional wedding ceremony between Komao Lydia Ndirakana of ID no: 84112110073 and Zikamisee Justice Mbuende of ID no: 770303/1264, on 18 to 20 December ~~202~~ 2015 at Legotwana village Botswana. The ceremony was held at my homestead.

Komao Lydia Ndirakana is my elder brother's daughter.

Regards

N/A

Topohambo Ndirakana

25 

REPUBLIC OF NAMIBIA
NATIONAL IDENTITY CARD



401001 1006 1

NAME
HOJAHAKAHA
SURNAME
TJOPOHAMBO



N/A

DATE OF BIRTH
1940-10-01
PLACE/COUNTRY OF BIRTH
BOTSWANA:BWA
GENDER
MALE
HEIGHT (m)
1.70
DATE OF ISSUE
2024-09-27
APP. NO
CJ1052

CITIZENSHIP
CITIZEN

EYE COLOUR
BROWN



IDNAMCJ1052<<<940100110061<<<<

Handwritten signature/initials

Handwritten signature/initials

13 July 2025

To whom it may concern

I Simon Njirakana of ID no:
52061600530, I witnessed a traditional
wedding ceremony between Komao Lydia
Njirakana of ID no: 84112110073 and
Zikamisee Justice Mbuende of ID no:
77030311264, on 18 to 20 December
2015 at Legothwana village,
Botswana.

Komao Lydia Njirakana she is my cousin,
my uncle's daughter.

Regards


Simon Njirakana

25 HOD

11 07 2025

To whom it may concern

I Josephine Mbuende of
ID No. 410814 00285
hereby confirm that my
grandson, Zikamisee Justice
Mbuende of ID No. 770303
11264 married Komao
Lydia Ndjarakana of ID No.
84112110073 through a
traditional wedding ceremony
on 18-20 December 2015, at
Legothwana Village, Botswana.
I have knowledge that now they
do not live together.

Yours Faithfully

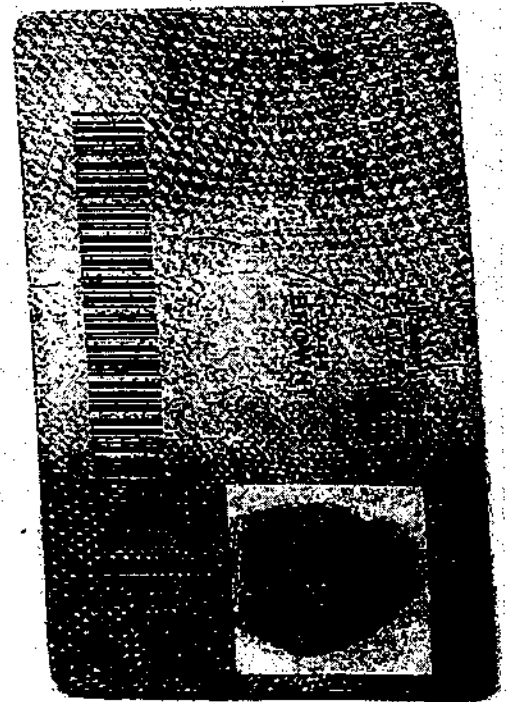
X
Josephine Mbuende

ZJ [Signature]

CHIEF OF POLICE FOR
EPAKO
2025-07-15
CHARGE OFFICE
OMAHHEKE REGION



Handwritten signature and text: *N.N. [unclear]*
658843



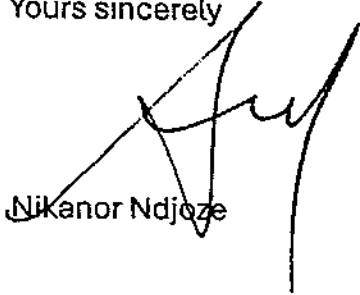
Handwritten text: *20 HKJ*

16 July 2025

TO WHOM IT MAY CONCERN

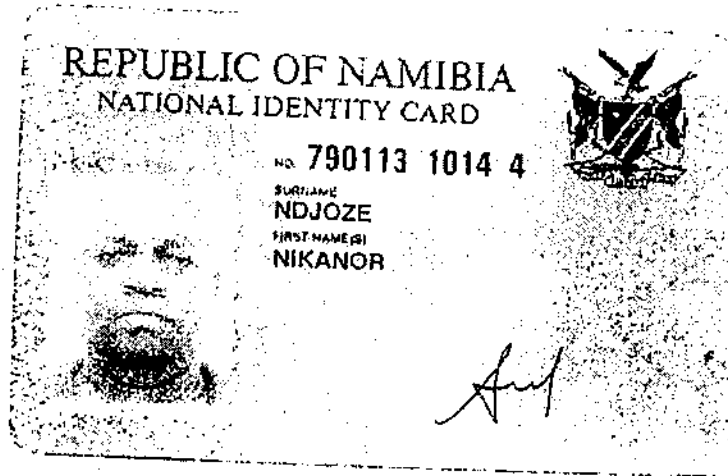
I, Nikanor Ndjoze of ID no.: 790113 10144, hereby confirm that I witnessed the traditional wedding ceremony between Komao Lydia Ndjarakana of ID no.: 841121 10073, and Zikamisee Justice Mbuende of ID no.: 770303 11264 on 18 December 2015 at Legothwana village in Botswana. I am a family member to both of them.

Yours sincerely



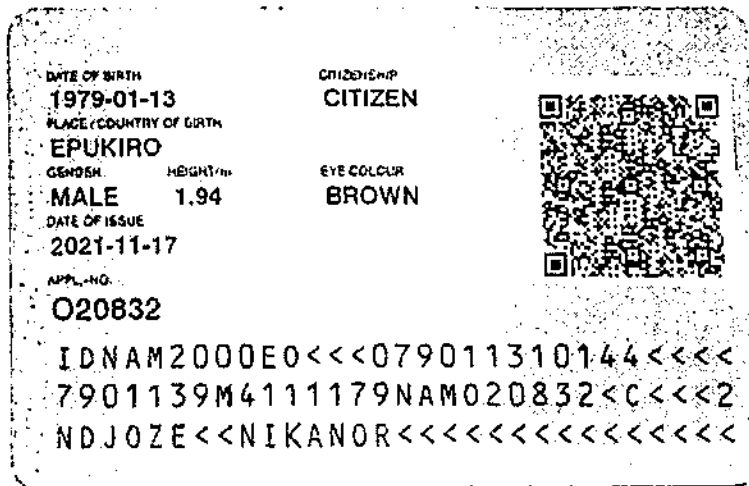
Nikanor Ndjoze

ZJ HCS



BIAN POLICE FORCE
H. MOBILE STATION
2025 -07- 17
KATUTURA

That this document is a true reproduction/
of the original which was examined by me and
in my observat on, the original has not
ered in any manner.



ZT MCS



BOTSWANA POLICE SERVICE
AFFIDAVIT

I, Justine Mbuende of Omang Numi

Residing at plot: 2337

Here by solemnly and sincerely swear/declare the following: I, Justine Mbuende verify Lydia Majavakana of ID number my half sister (paternal side) and she Zikamisee Justice Mbuende (my number 770 303 112 64 on the December 2015 at legothlwana v

I make the above statement conscientiously believing the same to be

Signed: J K Mbuende Date: 11-1

Done and sworn to before me by the deponent this 11TH day of .

at RA/cops at 1000 hours. The Deponent has acknowledged to be truth to his/her best knowledge. ZJ etd

REPUBLIC OF
BOTSWANA
NATIONAL IDENTITY CARD

ID NUMBER 444322303


SURNAME MBUENDE

FORENAMES JUSTINE

DATE OF BIRTH 10/01/1969

PLACE OF BIRTH MAUN

SIGNATURE OF BEARER
J K Mbuende



Copy

2J HWC

Your ref: Our ref: Mbuende01/001

Authorised and regulated by the Law Society of Namibia

Windhoek, Saturday 13 September 2025

BY EMAIL: ovahoff@gmail.com

ATTENTION: MISS IUONGA MBANGURA

**OVAMBADERU COMMUNITY COURT
P O BOX 650
GOBABIS
NAMIBIA**

Dear Sir or Madam

Re: ZIKAMISEE MBUENDE / KOMAO NDJARAKANA / SUMMONS IN COMMUNITY COURT

We refer to you email and the various documents attached to it. We have previously written to you and stated that a final order of divorce was issued in the High Court of Namibia. That order was premised on a settlement agreement which Ms Komao Ndjarakana agreed to with the benefit of legal counsel. We pointed out that the settlement agreement between the parties states:

"This agreement is concluded in full and final settlement of all claims which any party may have against the other arising out of the subject matter of the above case and no party shall have any further claims against the other in respect of the subject matter of this action, save for any claim originating from any party's non-compliance with the strict terms of this agreement."

In light of that, further claims in relation to the parties' marriage and divorce, cannot be entertained any more at any forum, including a Community Court.

We also find it rather inexplicable that the Community Court, an institution that is to be independent and impartial, would be collecting evidence against our client in a matter which is apparently pending in the same Community Court.

In any event, should you persist in proceeding with the matter before the Community Court, our client will approach the High Court for an appropriate order.

Yours faithfully

Norman Tjombe
**NORMAN TJOMBE
TJOMBE INCORPORATED**

Summons to appear before OvaMbanderu Community Court (annexure H)

19/10/2003



REPUBLIC OF NAMIBIA

SUMMONS TO BE HANDED TO THE DEFENDANT TO ATTEND AND GIVE EVIDENCE

In the OvaMbanderu Community Court
OMahelce Region

To the Messenger of the Court or other person authorized to serve process.

You are hereby commanded in the name of the Community Court to summon the person(s) of particulars appearing hereunder, to appear in person before this Court at 09h00 o'clock on the date of hearing to answer all he/she know concerning certain claim(s) preferred against Him/her/them.

Place Hearing	Date and Time of Hearing
<u>Epukiro - Omaueuozonjanda</u>	<u>05 December 2005 9h00</u>

Particulars of defendant to be summoned:

Name, Sex, Age etc	Address (Residential or place of business)
<u>Zikamisee Mbuende</u>	<u>Nanfisa Windhoek - 0814005403</u>

Summoned to court on a claim(s):

Marriage - divorce

Name of complainant: Komao Ndjara Kanet - 0812380738

Serve on each of them a copy of this summons and return to this Court what you have done there on.

P.O. Box 16, Epukiro 17 NOV 2025 Tel: +264 62 567 230 Fax: +264 62 567 231 Republic of Namibia

Date Stamp of issuing office

[Signature]
 Clerk of the Court (signature)

Failure to comply with the above summons, renders you liable to arrest and sentence not exceeding N\$ 100.00 or repayment of equivalent amount in kind as determined by the Community Court.

JMP-2016 23114

25 H10

Second respondent's counterclaim in divorce proceedings (annexure J)

**MANAGING JUDGE: HONOURABLE JUSTICE OOSTHUIZEN
ROLL TYPE: MEDIATION REFERRAL HEARING
DATE: 20 FEBRUARY 2023 at 14H30**

CASE NO: HC MD-CIV-ACT-MAT-2022/05035

**IN THE HIGH COURT OF NAMIBIA
MAIN DIVISION-WINDHOEK**

In the matter between:

ZIKAMISEE JUSTICE MBUENDE

PLAINTIFF

and

KOMAO LYDIA MBUENDE (NDJARAKANA)

DEFENDANT

DEFENDANT'S PLEA AND COUNTERCLAIM

The Defendant refers to the Plaintiff's Particulars of Claim dated 19th November 2022 and pleads thereto as follows:

AD PARAGRAPHS 1-5

1. The contents herein are admitted.

AD PARAGRAPHS 6-7

2. Each and every allegation contained in this paragraph is denied as if separately so set out and the plaintiff is put to the strict proof thereof. In amplification of the denial, the defendant pleads as follows that:

25 HCD

- 2.1. Plaintiff abuses, degrades, humiliated and is aggressive towards the defendant. The defendant has never physically assaulted the plaintiff. As a result of his conduct forced the defendant to obtain a protection order against him during November 2022, with case number DV860/2022 and is annexed hereto and marked as "A";
- 2.2. Plaintiff walks away whilst the defendant attempts to meaningfully engage him and continuously provokes her, showing her disrespect. He shouts degrades and humiliated her in front of family members at every occasion he can;
- 2.3. Plaintiff is mostly on his phone with other women unknown to the defendant despite her trying to show love or affection towards the plaintiff.
- 2.4. The defendant always had serious intentions to her marital relationship, so much that she has taken the plaintiff's family in their marital home and contributed to a holiday of the plaintiff with his children to Swakopmund.
- 2.5. The defendant reiterate what is pleaded in above in 2.3 and submit that the plaintiff arrange travelling to the rural area with these other women unknown to the defendant and refuses to take along his wife, the defendant.

WHEREFORE the Defendant prays that the Defendant's Counterclaim be upheld and the Plaintiff's claim be dismissed with costs.

DEFENDANT'S COUNTERCLAIM

1. The parties are referred to as in convention. The Defendant refers to paragraph's 1-5 of the Plaintiff's Particulars of Claim, as qualified by her corresponding plea at paragraph 1, and incorporates those contents herein by way of reference as if specifically, so stated.

25 HCD

2. During the subsistence of the marriage between the parties, the plaintiff, with settled intention to terminate the marital relationship engaged in the following unlawful conduct:
 - 2.1. Plaintiff shows no love and/or affection towards the defendant;
 - 2.2. Plaintiff elicits undue arguments with plaintiff which leads to a constant state of disharmony at the marital home;
 - 2.3. Plaintiff emotionally abuses the defendant;
 - 2.4. Plaintiff fails to communicate with the defendant in a meaningful manner if at all and continues to degrade and humiliates the defendant;
 - 2.5. Plaintiff financially abuses the defendant;
3. In this premises, the plaintiff wrongfully alternatively maliciously and/or constructively deserted the defendant, in which desertion he persists.
4. During the subsistence of the marriage, the parties secured two home loans with First National Bank and acquired immovable properties, to wit, **ERF NUMBER 1935, EXTENSION 9, OKAHANDJA** and **ERF NUMBER 822, DORADO PARK, WINDHOEK, REPUBLIC OF NAMIBIA**. The above-mentioned properties have since been valuated by a sworn valuer and copies of the valuation certificates are hereto attached and marked as "B" and "C", respectively.
5. The Plaintiff however neglected, failed and/or refused to contribute towards the bond repayments of the immovable properties, therefore defendant solely undertook to make such payments. Copies of the Plaintiffs bank statements indicating deductions of such payments are attached and marked as follows; for Erf number 1935, Okahandja marked as "D" and for Erf number 822, Dorado Park, Windhoek marked as "E".

25 HIG

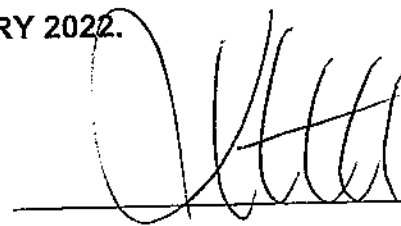
6. Consequently, and considering what is pleaded in paragraph 4 and 5 above, and due to the Plaintiff's desertion, the defendant claims that the rights and benefits of the plaintiff in respect of the properties be forfeited.

WHEREFORE DEFENDANT PRAYS FOR:

1. (a) An order for the Restitution of Conjugal Rights and failing compliance therewith:

(b) A final order of divorce.
2. Forfeiture of benefits derived from the marriage as plaintiff made no financial contributions towards the purchase and/or settling of the outstanding debts on the immovable properties, to wit, **Erf number 1935, Extension 9, Okahandja** and **Erf number 822, Dorado Park, Windhoek**, Republic of Namibia.
3. Division of the movable properties of the joint estate.
4. Cost of suit (only if defended).
5. Further and/or alternative relief.

DATED at **WINDHOEK** on this **24TH** day of **JANUARY 2022**.



PACK AND COMPANY INCORPORATED
LEGAL PRACTITIONERS FOR THE DEFENDANT

SUITE 110, FIRST FLOOR
194 MBURUMBA KERINA STREET
WINDHOEK

(OUR REF.: M562.22PLC-MBU1/0001)



TO: THE REGISTRAR
HIGH COURT OF NAMIBIA
WINDHOEK

AND TO: TJOMBE-ELAGO INC.
LEGAL PRACTITIONER FOR THE PLAINTIFF
THE VILLAGE
4 SCHILLER STREET
WINDHOEK

ZJ HCS

**IN THE HIGH COURT OF NAMIBIA
MAIN DIVISION**

In the matter between:

ZIKAMISEE JUSTICE MBUENDE

Applicant

and

**CLERK OF COURT : OVAMBANDERU COMMUNITY COURT
KOMAO LYDIA NDJARAKANA
OVAMBANDERU TRADITIONAL AUTHORITY**

First respondent
Second respondent
Third respondent


CONFIRMATORY AFFIDAVIT OF NORMAN TJOMBE

I, the undersigned, **NORMAN TJOMBE**, do hereby make oath and say that:

1. I am an adult unmarried legal practitioner practising under the name and style of Tjombe Incorporated, 55 Penguin Street, Windhoek, Namibia. The facts set out herein are within my own knowledge, true and correct, unless stated to the contrary or the context indicates otherwise.
2. I am dealing with this matter on behalf of the applicant. I have read the founding affidavit of the applicant, and I confirm the truth and correctness of the allegations contained therein insofar as it relates to me.


NORMAN TJOMBE

I hereby declare that the deponent has sworn to and signed this statement in my presence at **WINDHOEK, NAMIBIA** on the 2nd day of **DECEMBER 2025** and he declared as follows: that the facts herein contained fall within his personal knowledge and that he understands the contents hereof; that he has no objection to taking the oath; that he regards the oath as binding on his conscience and has declared as follows: "I swear that the contents of this declaration are true and correct, so help me God."


COMMISSIONER OF OATHS
FULL NAMES:
CAPACITY:
ADDRESS:

