

Christopher Katopeka Kamanga v Yohane Malliot

Summary

Court:	High Court of Malawi
Registry:	Commercial Division
Bench:	Honourable Justice Trouble Kalua
Cause Number:	Commercial Cause Number 348 of 2020
Date of Judgment:	September 02, 2025
Bar:	Zapinga, Counsel for the Claimant Chidothe, Counsel for the Defendant

The Claimant, having paid for 11 hectares of land, sought specific performance to compel the Defendant to sell him an additional 13 hectares that were subsequently discovered to be part of the same parcel. The dispute arose from a land sale agreement where the Claimant's wife, acting as a surveyor, had incorrectly measured the land to be 11 hectares, when it was in fact 24 hectares. The Defendant, after discovering the discrepancy, refused to sell the extra portion. The parties had previously agreed to limit the issue for the Court's determination to the fate of the extra 13 hectares.

The Court had to decide whether the original contract for 11 hectares could be interpreted as a sale of the entire piece of land, thereby entitling the Claimant to the extra 13 hectares, and whether specific performance was an appropriate remedy. The Court held that the written agreement was clear and unambiguous, specifying the sale of "11.0 hectares" for a fixed price. Applying the parol evidence rule, the Court stated that it would not admit extrinsic evidence to contradict or vary the clear terms of the document. The Court's duty was to ascertain the objective contextual meaning of the words in the document, not the parties' subjective intentions. It was held that the agreement was for a specific quantity of land, and not a blanket sale of the entire plot.

The action was dismissed with costs to the Defendant. The Court reasoned that there was no legal basis to compel the Defendant to sell land that was not part of the original agreement. The Court further noted that the Claimant's conduct in using his wife, whom he knew was not a qualified surveyor, to systematically under-measure land from multiple villagers constituted "unclean hands". On this basis, the Court stated it would be slow to exercise its equitable discretion in the Claimant's favour. Consequently, the extra 13 hectares remained the property of the Defendant.