

Sent 3/2/25  
NB

**CASE FILE NUMBER: CONS/06/03/2025/00220/KSM/MK**

**IN THE MATTER BEFORE THE BOARD  
OF THE COMPETITION AND CONSUMER  
PROTECTION COMMISSION**

**BETWEEN**

**Mabvuto Sakala**

**COMPLAINANT**

**AND**

**Ms. Winjie Siwale T/A  
AlbertJudah Legal Outfitters**

**RESPONDENT**

**BEFORE:**

**Commissioner Angela Kafunda  
Commissioner Sikambala M. Musune  
Commissioner Derrick Sikombe  
Commissioner Bishop Dr. Wilfred Chiyesu  
Commissioner Pelmel Bonda  
Commissioner Onesmus Mudenda**

**- Chairperson  
- Vice Chairperson  
- Member  
- Member  
- Member  
- Member**

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**DECISION**

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Below is a summary of the facts and findings presented by the Commission to the Board of the Commission following investigations carried out in the above case.

**Introduction and Relevant Background**

***It was submitted that:***

1. On 25<sup>th</sup> February 2025, the Competition and Consumer Protection Commission ("the Commission") through its Lusaka office received a complaint from Mr. Mabvuto Sakala ("the Complainant") against Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters ("the Respondent"). Specifically, the Complainant alleged that on 2<sup>nd</sup> December 2024 he purchased lawyer's regalia, consisting of a gown, collar and bib from the Respondent at the price of K3,950.00 (receipt number 065). The Complainant alleged that the Respondent assured him that the items would be delivered to him within 14 days after purchase, knowing that he required them for his call day scheduled for 19<sup>th</sup> December 2024. The Complainant alleged that on 17<sup>th</sup> December 2024 he followed up on his items with the Respondent but she informed him that they had not yet arrived due to delays by her supplier. The Complainant

alleged that on 30<sup>th</sup> December 2024 he requested for a refund since the items had still not been delivered to him and his Call Day had already passed. The Complainant alleged that the Respondent acknowledged his request for a refund and assured him that the refund would be processed by the end of January 2025. The Complainant alleged that on 31<sup>st</sup> January 2025 he followed up on the refund but was not refunded. The Complainant alleged that he had not been refunded despite his numerous follow-ups with the Respondent. The Complainant wanted the Respondent to refund him the K3,950.00, immediately.

## **Legal Contravention and Assessment Tests**

### **Legal Contravention**

#### ***It was submitted that:***

2. The alleged conduct appeared to be in contravention of Section 47(1)(b)(v) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023 ("the Act").

3. Section 47(1)(b)(v) of the Act stated that:

*"A person or an enterprise shall not make a false or misleading representation concerning the existence, exclusion, or effect of any condition, warranty, guarantee, right or remedy."*

4. Section 47(2)(a) of the Act stated that:

*"A person who contravenes subsection (1) is liable to pay the Commission a penalty not exceeding one hundred and fifty thousand penalty units."*

5. Section 47(3) of the Act stated that:

*"The Commission shall, in addition to a penalty under subsection (2), order the person or enterprise to refund the consumer the money paid for the goods or services or replace the goods or perform the services to a reasonable standard."*

## **Assessment Tests**

***It was submitted that:***

***In analyzing the case for possible violation of Section 47(1)(b)(v) of the Act, the following assessment tests were used;***

6. Whether Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters was a “person” or an “enterprise”; and
7. Whether Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters made a false or misleading representation concerning the existence, exclusion, or effect of any condition, warranty, guarantee, right or remedy.

## **Investigations Conducted**

***It was submitted that:***

8. A Notice of Investigation (“NoI”) and an accompanying letter outlining particulars of the complaint was duly served on the Respondent on 2<sup>nd</sup> April 2025.<sup>1</sup> The Commission served the NoI using Section 49(5) of the Act, however, after further consideration of the facts of the case, the Commission determined that the matter bordered on Section 47(1)(b)(v) of the Act. As such the matter was investigated using Section 47(1)(b)(v) of the Act. As part of the investigations, the Commission reviewed the Complainant’s receipt number 065 dated 2<sup>nd</sup> December 2024 and screenshots of the WhatsApp conversations between the Complainant and the Respondent’s representative on the number 0976077462 that occurred between 2<sup>nd</sup> December 2024 and 31<sup>st</sup> January 2025.

## **Findings**

### **The Parties**

#### **The Complainant**

***It was submitted that:***

9. The Complainant was Mr. Mabvuto Sakala of Lusaka District.<sup>2</sup> Section 2 of the Act defined a consumer as “any person who purchases or offers to purchase goods or services otherwise than for the purpose of re-sale, but does

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<sup>1</sup> The NoI was signed by Mr. Victor Sibanda on 2<sup>nd</sup> April 2025. See annexure 1.

<sup>2</sup> CCPC Form IV dated 25<sup>th</sup> February 2025

not include a person who purchases goods or services for the purpose of using the goods or services in the production and manufacture of any other goods for sale, or the provision of another service for remuneration.”<sup>3</sup> The Complainant was a consumer pursuant to Section 2 of the Act because he paid K3,950.00 on 2<sup>nd</sup> December 2024 for the purchase of lawyer’s regalia, consisting of a gown, collar and bib to the Respondent for his personal use.<sup>4</sup>

### **The Respondent**

#### ***It was submitted that:***

10. The Respondent was Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters. The Respondent was registered with the Patents and Company Registration Agency under the Registration of Business Names Act No. 11 of 2011 as a business name with registration number 320190002756 with Ms. Winjie Siwale as the sole proprietor.<sup>5</sup> Further, a search of the Tax-Payer Identification Number (“TPIN”) indicated on the Respondent’s receipt number 065 with Zambia Revenue Authority revealed that the TPIN 1008478029 was registered under Ms. Winjie Siwale.<sup>6</sup> Ms. Winjie Siwale who was trading as AlbertJudah Legal Outfitters was thus cited as a “person” engaged in commercial activities of supplying lawyers’ regalia to consumers. Therefore, the Respondent was Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters.

### **Submissions from the Respondent**

#### ***It was submitted that:***

11. The Commission served the NoI on the Respondent on 2<sup>nd</sup> April 2025 and subsequent follow ups via phone calls were made on 15<sup>th</sup> April and 16<sup>th</sup> May 2025 to the Respondent’s representative, Mr. Victor Sibanda;<sup>7</sup> however, the Respondent still did not respond to the NoI. Failure to respond to the NoI is a violation of Section 55(4)(a) of the Act.
12. Section 55(4)(a) of the Act reads, *“For the purpose of an investigation under this section, the Commission may, by notice in writing served on any person, require that person to furnish to the Commission, in a statement signed by that person or, in the case of a body corporate, by a director or member or other competent officer, employee or agent of the body corporate, within the time and*

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<sup>3</sup> Competition and Consumer Protection Act No. 24 of 2010 as amended

<sup>4</sup> CCPC Form IV dated 25<sup>th</sup> February 2025

<sup>5</sup> PACRA Printout

<sup>6</sup> <https://search.pacra.org.zm/>

<sup>7</sup> Telephone conversations between I-Kasama and the Respondent’s Mr. Victor Sibanda on 0977421402

*in the manner specified in the notice, any information pertaining to any matter specified in the notice which the Commission considers relevant to the investigation."*

13. Section 55(5) of the Act reads; "A person who, or an enterprise which, contravenes subsection (4), is liable to pay the Commission –
- (a) in the case of a person, a penalty not exceeding one hundred thousand penalty units; or
  - (b) in the case of an enterprise, a penalty not exceeding ten percent of that enterprise's annual turnover."<sup>8</sup>

### **Review of Relevant Documents**

#### **Receipt Number 065 dated 2<sup>nd</sup> December 2024<sup>9</sup>**

##### ***It was submitted that:***

14. A review of receipt number 065 dated 2<sup>nd</sup> December 2024 showed that the Complainant paid K3,950.00 to the Respondent for the purchase of lawyer's regalia consisting of a gown, collar and bib. (See annexure 2).

#### **Review of WhatsApp Conversations between the Complainant and the Respondent's Mr. Victor Sibanda<sup>10</sup>**

##### ***It was submitted that:***

15. The Commission reviewed screenshots of the WhatsApp conversations between the Complainant and Mr. Victor Sibanda on the number 0976077462 that occurred between 2<sup>nd</sup> December 2024 and 31<sup>st</sup> January 2025.
16. The conversations revealed that on 3<sup>rd</sup> December 2024, Mr. Victor Sibanda, after being notified by the Complainant that he had paid the amount of K3,950.00 for the lawyer's regalia via Airtel mobile money, Mr. Victor Sibanda sent a copy of the receipt and informed the Complainant that he should visit their offices on 4<sup>th</sup> December 2024 for collection of his regalia.
17. The conversations revealed that in the evening of 4<sup>th</sup> December 2024, the Complainant communicated to Mr. Victor Sibanda that he did not manage to come and requested if he could collect on 7<sup>th</sup> December 2024 instead.

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<sup>8</sup> Competition and Consumer Protection Act No. 24 of 2010, as amended

<sup>9</sup> Receipt Number 065 dated 2<sup>nd</sup> December 2024

<sup>10</sup> Screenshots of WhatsApp conversations between the Complainant and the Respondent between 2<sup>nd</sup> December 2024 and 31<sup>st</sup> January 2025.

18. The conversations revealed that on 7<sup>th</sup> December 2024 Mr. Victor Sibanda communicated a new date on which the Complainant could go and collect the regalia which stated that:

*“Afternoon*

*Things were shipped yesterday (6<sup>th</sup> December 2024) will hopefully been in by Wednesday (11<sup>th</sup> December 2024)*

*Have to park and sort collection can be Thursday (12<sup>th</sup> December 2024) or Friday (13<sup>th</sup> December 2024)”*

19. The conversations revealed that on 17<sup>th</sup> December 2024, Mr. Victor Sibanda informed the Complainant that there was a challenge with Dalsey Hillblom and Lynn (DHL), stating that two boxes had been lost in transit.
20. The conversations revealed that on 30<sup>th</sup> December 2024, the Complainant requested for a refund from the Respondent as she had delayed supply of the regalia and the Call Day had already passed.
21. The conversations revealed that on 13<sup>th</sup> January 2025, the Respondent informed the Complainant that she would refund him within the month of January 2025.

#### **Further Submissions from the Complainant**

##### ***It was submitted that:***

22. In a telephone conversation on 21<sup>st</sup> May 2025, the Complainant submitted that as of 21<sup>st</sup> May 2025 the Respondent had neither delivered the items nor refunded him.<sup>11</sup>
23. In another telephone conversation on 22<sup>nd</sup> May 2025, the Complainant submitted that he had really been inconvenienced by the Respondent as he was unable to use his gown on 19<sup>th</sup> December when he was graduating.<sup>12</sup>

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<sup>11</sup> Telephone conversation with the Complainant on 21<sup>st</sup> May 2025

<sup>12</sup> Telephone conversation with the Complainant on 22<sup>nd</sup> May 2025

## **Submissions to the Commission's Preliminary Report**

### ***It was submitted that:***

24. The Commission served the preliminary report on the Respondent on 8<sup>th</sup> August 2025. There were no submissions from the Respondent and the Complainant.

## **Relevant Findings**

### ***It was submitted that:***

25. The Commission established that on 2<sup>nd</sup> December 2024, the Complainant paid K3,950.00 to the Respondent for the purchase of lawyers' regalia, consisting of a gown, collar and bib which was to be used for his Call Day on 19<sup>th</sup> December 2024.<sup>13</sup>
26. The Commission established that the Respondent was supposed to supply the items on 12<sup>th</sup> December 2024 or 13<sup>th</sup> December 2024.<sup>14</sup>
27. The Commission established that after failing to supply the regalia to the Complainant, the Respondent on 13<sup>th</sup> January 2025 informed the Complainant that she would refund him the K3,950.00 within the month of January 2025.<sup>15</sup>
28. The Commission established that the Respondent had not refunded the Complainant as of 28<sup>th</sup> August 2025.

## **Previous cases involving the Respondent**

### ***It was submitted that:***

29. A review of the Respondent's case file revealed that there was no previous case in which they were found to have contravened Section 47(1)(b)(v) of the Act.

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<sup>13</sup> Receipt number 065 dated 2<sup>nd</sup> December 2024

<sup>14</sup> Screenshots of WhatsApp conversations between the Complainant and the Respondent between 2<sup>nd</sup> December 2024 and 31<sup>st</sup> January 2025.

<sup>15</sup> Screenshots of WhatsApp conversations between the Complainant and the Respondent between 2<sup>nd</sup> December 2024 and 31<sup>st</sup> January 2025.

## **Analysis of Conduct**

### ***It was submitted that:***

30. In analyzing the case for possible violation of Section 47(1)(b)(v) of the Act, the following assessment tests were used:

**Whether Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters was a “person” or an “enterprise”;**

### ***It was submitted that:***

31. The Respondent was a person pursuant to Section 2 the Act. Refer to paragraph 10 above.

**Whether Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters made a false or misleading representation concerning the existence of a remedy;**

### ***It was submitted that:***

32. According to the Black’s Law Dictionary, false meant *not true*.<sup>16</sup> Representation can be defined as “*any conduct capable of being turned into a statement of fact*.”<sup>17</sup> False representation could also be defined as “*an untrue or incorrect representation regarding a material fact that is made with knowledge or belief of its inaccuracy*.”<sup>18</sup> Remedy was defined as “*the means of enforcing a right or preventing or redressing a wrong; legal or equitable relief*.”<sup>19</sup> In the matter at hand, the Commission needed to establish whether there was a representation made by the Respondent, and if so, what the nature of the representation was. Secondly, the Commission needed to determine whether the representation was false.
33. The Commission established that on 2<sup>nd</sup> December 2024, the Complainant paid K3,950.00 to the Respondent for the purchase of lawyers’ regalia, consisting of a gown, collar and bib. The Commission established that the Complainant intended to use the regalia for his Call Day ceremony on 19<sup>th</sup> December 2024. The Commission established that the Respondent was expected to supply the items either on 12<sup>th</sup> or 13<sup>th</sup> December 2024, however, she failed to supply the regalia as communicated. The Commission established that on 30<sup>th</sup> December 2024, the Complainant requested for a refund from the Respondent because she had failed to supply the regalia before 19<sup>th</sup> December 2024, the Complainant’s Call Day. The Commission

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<sup>16</sup> Black’s Law Dictionary Revised 4<sup>th</sup> Ed page 721

<sup>17</sup> Black’s Law Dictionary Revised 4<sup>th</sup> Ed page 1465

<sup>18</sup> <https://www.merriam-webster.com/legal/false%20representation>

<sup>19</sup> Black, Henry Campbell. *Black’s Law Dictionary*, 11th ed., edited by Bryan A. Garner, Thomson Reuters, 2019.



established that on 13<sup>th</sup> January 2025, the Respondent informed the Complainant that she would refund him K3,950.00 within the month of January 2025. Therefore, the Respondent made representation regarding a remedy. Specifically, for her failure to supply the regalia, the Respondent represented that she would refund the Complainant within the month of January 2025.

34. In assessing whether the representation made by the Respondent regarding the existence of a remedy was false, the Commission established that the assessment does not carry the common law requirement of *mens rea* (i.e., it does not require proof of the Respondent's intention to falsely represent). This was supported by the Competition and Consumer Protection Tribunal ruling in the case of ***Spar Zambia Limited vs Danny Kaluha and Competition and Consumer Protection Commission, 2017***, that *"It is firmly established, as guided by the Sherras v. De Rutzen case and subsequent case law, that (regulatory or public welfare) offences by which the legislature has seen fit, in the public interest, to prohibit under penalty acts which are not criminal in themselves, do not carry the common law presumption of the requirement of mens rea, if the offence is created in such terms and context as clearly manifest an intention to make one of absolute liability. One way in which this legislative intention is implied is if the substantial suppression of the mischief at which the offence is directed would not be achieved unless the offence was one of absolute liability."* In the matter at hand, the Commission established that on 13<sup>th</sup> January 2025 the Respondent informed the Complainant via a WhatsApp message that the refund of K3,950.00 would be processed within the month of January 2025, however, she did not refund and had failed to refund as of 16<sup>th</sup> July 2025. The Commission further established that the Respondent did not refund the Complainant even after receiving the Commission's NoI and accompanying letter on 2<sup>nd</sup> April 2025, despite assurances to refund the Complainant.
35. Considering that the matter did not carry the common law presumption of *mens rea*, the Commission only considered the facts of what transpired in determining the case i.e., on 13<sup>th</sup> January 2025 the Respondent informed the Complainant via WhatsApp message that the refund of K3,950.00 would be processed within the month of January 2025, but she had failed to refund him as of 16<sup>th</sup> July 2025. The Commission thus determined that regardless of the Respondent's intention when making representation, she had falsely represented the existence of a remedy (refund) to the Complainant and as such, violated Section 47(1)(b)(v) of the Act.

**The following analysis was with regards to Section 55(4)(a) of the Act:  
Whether Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters was a person  
or an enterprise**

***It was submitted that:***

36. The Respondent was an enterprise pursuant to Section 2 of the Act. See paragraph 10 above.

**Whether Ms. Winjie Siwale T/A AlbertJudah Legal Outfitters furnished the Commission, in a statement signed by her within the time and in the manner specified in the notice, any information pertaining to any matter specified in the notice which the Commission considers relevant to the investigation.**

***It was submitted that:***

37. A Notice of Investigation was served on the Respondent on 2<sup>nd</sup> April 2025. (See annexure 1). The Respondent acknowledged receipt of the letter on 2<sup>nd</sup> April 2025, but she did not avail the Commission with any response to the Notice of Investigation.

#### **Board Deliberation**

38. Having considered the facts, evidence and submissions in this case, the Board resolves that the Respondent did engage in unfair trading practices as she falsely represented the existence of a refund to the Complainant, hence in violation of Section 47(1)(b)(v) of the Act.
39. The Board further resolves that the Respondent was in violation of Section 55(4)(a) of the Act.

#### **Board Determination**

40. The facts and evidence of this case have shown that the Respondent was in violation of Section 47(1)(b)(v) of the Act. The facts and evidence of the case further showed that the Respondent was also in violation of Section 55(4)(a) of the Act.

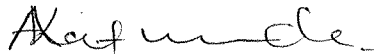
**Board Directive**

41. The Board hereby directs that:

- i. The Respondent refunds the Complainant K3,950.00 within 10 days of receipt of the Board Decision in accordance with Section 47(3) of the Act;
- ii. The Respondent pays the Commission a penalty of 3,000 penalty units for the violation of Section 47(1)(b)(v) of the Act in accordance with Section 47(2)(a) of the Act; and
- iii. The Respondent pays the Commission a penalty of 2,000 penalty units for the violation of Section 55(4) of the Act in line with Section 55(5)(a) of the Act.

*Note: Any party aggrieved with this order or directive may, within 30 days of receiving the order to direction, appeal to the Competition and Consumer Protection Tribunal (CCPT).*

Dated this 10<sup>th</sup> day of October 2025



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**Chairperson**  
**Competition and Consumer Protection Commission**

**Annexure 1: Acknowledgement to Notice of Investigation**

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Thursday 20<sup>th</sup> March 2025

CONS/06/03/2025/00220/KSM/MK

The Managing Director  
AlbertJudah Legal Outfitters  
42, Church Road  
Rhodes Park  
Lusaka

Victor Sibanda

21/04/2025



Dear Sir/Madam,

**RE: ALLEGATIONS OF UNFAIR TRADING PRACTICES AGAINST  
ALBERTJUDAH LEGAL OUTFITTERS BY MR. MABVUTO SAKALA OF  
LUSAKA DISTRICT**

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Reference is made to the subject matter and Notice of Investigation dated 20<sup>th</sup> March 2025 attached herein, informing you that AlbertJudah Legal Outfitters ("the Respondent") may have engaged in conduct which appears to be in contravention of Section 49(5) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023 ("the Act"). Specifically, Mr. Mabvuto Sakala ("the Complainant"), alleges that on 2<sup>nd</sup> December 2024 he purchased a lawyer's regalia, consisting of a gown, collar and bib from the Respondent at the price of K3,950.00 (receipt number 065). The Complainant alleges that the Respondent assured him that the items would be delivered to him within 14 days after purchase, knowing that he required them for his Call Day scheduled for 19<sup>th</sup> December 2024. The Complainant alleges that on 17<sup>th</sup> December 2024 he followed up on his items with the Respondent but they informed him that they had not yet arrived due to a delay from their supplier. The Complainant alleges that on 30<sup>th</sup> December 2024 he requested for a refund since the items had still not been delivered to him and his Call Day had already passed. The Complainant further alleges that the Respondent acknowledged his request for a refund and assured him that the refund would be processed by the end of January 2025. The Complainant alleges that on 31<sup>st</sup> January 2025 he followed up on the refund but was not refunded. The Complainant alleges that he has not been refunded to date despite his numerous follow-ups with the Respondent. The Complainant

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## Annexure 2: Respondent's Receipt

*Albert Judah*  
Legal Outfitters  
P.O. Box 10000, Lusaka  
Tel: 011 252 1234

RECEIPT

IPIN: 1000470029

DATE: 08/05/2024

Received from: *Mabvuto Sakala*

The sum in Words: *Three thousand*

*one hundred* *7* *hundred* *only*

*K 3,000.00*

Being payment for: *Legal services*

*and*

*Legal services*

*and*

*Legal services*

Thank you for your patronage

Galaxy Note20 Ultra 5G

**Annexure 3: WhatsApp Conversations between the Complainant and the Respondent's Representative Mr. Victor Sibanda**

