

## The High Court in Harare, Zimbabwe

HH 22-227

### Gramma Records (Private) Limited and Charles Charamba v Herman Chimusoro

<b>Court</b>	:	High Court
<b>Case</b>	:	Criminal
<b>Date of Judgement</b>	:	February 1, 2007
<b>Plaintiff</b>	:	Gramma Records (Private) Limited and Charles Charamba
<b>Defendant</b>	:	Herman Chimusoro
<b>Concept</b>	:	Copyright Contractual Rights
<b>Statue</b>	:	Sections 14(4), 51(2) and 59(1) of the Copyright and Neighbouring Rights Act, Chapter 26:05

#### Panel of Justices

Gowora J

#### Case Background

The 1<sup>st</sup> applicant engaged the respondent for video recording of a live show for the 2<sup>nd</sup> applicant. The applicant's claim that an initial DVD delivered to them does not contain a substantial portion of the live recording. The applicants have accordingly approached this court for an order that Respondent shall within (48) hours of service of this order effect delivery to the 1<sup>st</sup> Applicant of the audio visual work and the sound recording in respect of the concert performed by the 2<sup>nd</sup> Applicant on the 1st October 2005 at the Harare International Conference Centre and all related sound recording. In addition, the Respondent be and is hereby interdicted from utilizing in any way all or any part of the audio visual work and the sound recording and shall bear the applicant's costs of suit. In addition, the respondent has himself filed a counter-claim, which the applicant, in turn, opposes

#### Procedural History

The High Court gave a judgement on the case.

#### Issue

- Whether a person who is in possession of the property of another on which he has expended money or money's worth may be entitled to a lien over the property in question

#### Rational

The parties counter-sued each other for breach of contract relating to the ownership of an audio visual work and sound recording which the Plaintiffs had contractually agreed to record for the Defendant. The court held that the contract would be enforced by the Plaintiffs exercising the option to buy back their work from the Defendant in the amount specified in the contract of the parties.

**Keywords** Artistic works, fair compensation, remuneration