

TANZANIA / JUDGMENT

ALAF Consent Judgment

COURT
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13 January 2025

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IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA (COMMERCIAL DIVISION) AT DAR ES SALAAM COMMERCIAL CASE NO. 1089 OF 2024 BETWEEN ALAF LIMITED
.....PLAINTIFF VERSUS TANZANIA BUILDING
AGENCY.....1ST DEFENDANT THE HONOURABLE ATTORNEY GENERAL.....
2ND DEFENDANT CONSENT JUDGMENT Date of last order:08/11/2024 Date of
judgment:14/02/2025 AGATHO, J.: This consent judgement arose from deed of settlement duly
signed by the Plaintiff and the Defendant which was presented for filing in this court on 13th
January, 2025. Briefly the parties had executed a purchase of products on credit agreement
whereas the plaintiff was a seller, and the defendant was a buyer. During subsistence of the
agreement sometimes in January 2024, the Plaintiff herein filed this suit against the Defendants
claiming for the following reliefs:

- (a) The sums of Tanzanian Shillings Four Billion One Hundred Twenty- Three Million Two Hundred Sixty-Eight Thousand Six Hundred Thirty- 1 Six and Ninety-One Cents Only (TZS 4,123,268,636.91) as per paragraphs 5, 6, and 8 of the Plaint ;
- (b) Interest on the said sum of Tanzanian Shillings Four Billion One Hundred Twenty-Three Million Two Hundred Sixty-Eight Thousand Six Hundred Thirty-Six and Ninety-One Cents Only (TZS 4,123,268,636.91) at the commercial rate from the date of default to the date of judgement;
- (c) Interest on the decretal amount at court rate from the date of judgement till date of payment in full;
- (d) Costs of this suit;
- (e) Interest on the costs at the rate of 7% per annum from the date of award thereof till full and final payment of the same;
- (f) Further or other relief this Honourable Court may deem appropriate and fit to grant. Upon being served, the Defendants filed the Written Statement of Defence admitting to only Tanzanian Shillings Five Hundred Forty-Two Million Eight Hundred Forty- One Thousand Fifty-Seven and Thirty Cents Only (TZS 542,841,057.30) denying the claimed amount to the tune of Tanzanian Shillings Three Billion Five Hundred Eighty Million Four Hundred Twenty- Seven Thousand Five Hundred Seventy-Nine and Sixty-One Cents Only (TZS

3,580,427,579.61). It is on record that when matter was still pending the parties engaged in negotiations and discussions for an out of Court Settlement. They eventually agreed to enter into Settlement Agreement on the terms and conditions set out hereunder: 2 That the parties agreed and settled by free and unequivocal consent as follows:

1. Settlement Amount: That, the Parties have agreed that the Final reconciled figure of the claim payable to the Plaintiff is Tanzanian Shillings Three Billion, Three Hundred Ninety-Two Million, One Hundred Thirty Thousand, Nine Hundred Thirty-two and Ninety-Three Cents Only (TZS 3,392,130,932.93). 2(a) That, the Parties have agreed that the outstanding debt shall be paid in three Instalments within three financial years from the day of acceptance and registration of this Deed of Settlement in Court.
- (b) Mode and Schedule of Payments: 1st installment - of Tanzanian Shillings One Billion One Hundred Thirty Millions Seven Hundred Ten Thousand Three Hundred Ten and Ninety Eighty Cents Only (TZS 1, 130,710, 310.98)- the period of payment is from 01/07/2024 to 30/06/2025. 2nd installment - of Tanzanian Shillings One Billion One Hundred Thirty Millions Seven Hundred Ten Thousand Three Hundred Ten and Ninety Eighty Cents Only (TZS 1, 130,710, 310.98) - the period of payment is from 01/07/2025 to 30/06/2026. 3rd installment - of Tanzanian Shillings One Billion One Hundred Thirty Million Seven Hundred Ten Thousand Three Hundred Ten and Ninety Eighty Cents Only (TZS 1, 130,710, 310.98) - the period of payment is from 01/07/2026 to 30/06/2027. 3
- (c) Payments shall be made in the Plaintiffs below named banks accounts' namely: S/N NAME OF THE SWIFT CODE ACCOUNT CURRECNY BANK NAME
 1. CRDB BANK PLC, CORUTZTZ ALAF TANZANIAN QUALITY CENTRE LIMITED SHILLINGS BRANCH A/C NO. 0150460432000
 2. NMB BANK PLC, NMB NMIBTZTZXXX ALAF TANZANIAN HOUSE BRANCH LIMITED SHILLINGS A/C NO. 22310014049
 3. STANBIC BANK (T) SBICTZTX ALAF TANZANIAN LTD, LIMITED SHILLINGS INDUSTRIAL BRANCH P.O. BOX 9992 DAR ES SALAAM, A/C NO. 9120000350751
3. That at the request of the 1st Defendant and in the interest of an amicable settlement, the Plaintiff has conditionally agreed to waive all interests claimed in the Plaint; PROVIDED THAT interest at commercial rate shall accrue from the date of any delayed payment of an installment until final payment.
4. That, this Deed of Settlement shall be recorded and considered as a Consent Judgement and Decree of the High Court and any violation 4 thereof will face execution consequences.
5. That, the signing of this Deed of Settlement marks the end of the litigation and relieves all the Parties described herein of any further obligations except for their rights and obligations as agreed herein consensually.

6. That this Deed of Settlement binds all Parties herein, their Successors, Agents, Representatives and/or related Partners. Therefore, the Parties are barred from instituting any further legal proceedings in respect of this matter.
7. That this Deed of Settlement shall be issued in four counterparts all of them being equally authentic and all constituting the same instrument as the original.
8. That this Deed of Settlement shall at all times be governed by the laws of Tanzania.
9. That this Deed of Settlement shall be effective from the date it shall be signed by all the Parties and filed and recorded by the Court.
10. Successors and Assigns: This Deed of Settlement shall ensure to the benefit of and be binding upon the Parties and their successors in title and assigns, and the Parties in this Deed shall be interpreted as including all such persons.
11. Effect of the Deed: That upon filing of the Deed of Settlement, it shall have effect as if it were a Decree of the court made after full hearing and delivery of Judgment upon its terms and should either of the parties hereto default in the performance of any terms herein, it shall be enforced in the same manner and to the full extent as a Decree of the court.
12. Entire and Final Deed: This Deed of Settlement contains the entire agreement between the parties and no party shall be bound by any undertaking, representation, warranties, promise or the like not recorded herein.
13. Further Assurance: Each of the parties shall from time to time, on being reasonably required to do so by the other party, now or at any time in the future, do (or procure the doing of) all such acts and/or execute (or procure the execution of) all such documents as necessary for giving full effect to this Deed.
14. Costs: Each party undertakes to bear its own costs incidental to preparation and final execution of this deed. By this consent decision, therefore, this court hereby declares that parties hereabove have resolved their dispute and this suit is marked settled on the compromise of the parties, as evidenced by the terms agreed under the said deed of settlement. For the reasons aforesaid the deed of settlement signed by the parties and filed in this court constitute the judgment and decree of this court and the matter is marked settled in terms of Order XXIII Rule 3 of the Civil Procedure Code, [Cap 33 R.E 2019]. It is so ordered. DATED at DAR ES SALAAM this 18th Day of February 2025. U. J. AGATHO JUDGE 18/02/2025 Court: Judgment delivered by Hon. Joyce Minde, Deputy Registrar, today this 18th February 2025 in the presence of the parties U. J. AGATHO JUDGE 18/02/2025 7

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