

TANZANIA / JUDGMENT

CRDB BANK PLC VS ZAWADI BAHENGE

COURT
TANZLIIDECIDED
30 April 2024

Source: media.tanzlii.org · Research copy typeset by Esheria. Not court-issued or certified.

IN THE HIGH COURT OF TANZANIA (COMMERCIAL DIVISION) AT DAR ES SALAAM
COMMERCIAL APPEAL NO. 11335 OF 2024 (Appeal from the judgment and decree of the Resident Magistrate's Court of Dar es Salaam at Kisutu (Hon. R.S. Mushi, PRM) dated 30th April 2024 in Civil Case No. 21 of 2023) CRDB BANK PLC.....APPELLANT
VERSUS ZAWADI BAHENGE.....RESPONDENT

JUDGMENT

Date of last order: 29/08/2024 Date of judgment: 04/10/2024 MKEHA, J. The respondent successfully sued the appellant before the Resident Magistrate's Court of Dar es Salaam at Kisutu in Civil Case No. 21 of 2023. In the said case, she claimed for general damages and exemplary damages to the tune of TZS 3,000,000,000/= and TZS 100,000,000/= respectively. Briefly, the claims before the trial court were founded on allegations of unlawful publication of the respondent's image by the appellant. As per the i records, the respondent and Blackfox Models Africa executed a contract in

2019. The latter was acting as an agent of the appellant. The contract was for publishing the respondent's image/likeness on the appellant's billboards with the view to advertising the latter's business under a slogan designed as "ULIPO TUPO." According to the respondent, the contract was to last for two years only. As such, it was meant to expire in October 2021. Thus, the respondent's image/likeness together with that of her family were published as agreed. The appellant continued to publish the images even after expiry of the alleged two years of the contract. This time the same was under a distinct commercial slogan named "TUPO KUIJENGA BIASHARA YAKO." According to the respondent, she never contracted for the said slogan. She thus felt that, the publication after October 2021 was lacking her consent, authorization or any contract whatsoever. Thus, she claimed compensation and other injunctive reliefs against the appellant on allegations that the publication had occasioned damages on her part. Upon hearing of the suit before the trial court, the appellant lost. Consequently, the appellant was ordered to: remove the respondent's image published on billboards across the country; pay the respondent general damages to the tune of TZS 300,000,000/=; permanently abstain from publishing or broadcasting the respondent's images or photographs on billboards or any other media platforms and, pay costs of the suit. Aggrieved, the appellant filed in this court a memorandum of appeal with

10 grounds, namely;

1. That, the trial Magistrate erred in law and fact by failure to analyze, evaluate, and consider the evidence adduced and tendered, hence coming out with erroneous judgment.
2. That, the trial Magistrate erred in law and fact by failure to consider the plaintiff's inconsistency and admission in cross examination.
3. That, the trial Magistrate erred in law and in fact in holding that the Appellant breached the Respondent's privacy and copyright and totally disregarded exhibit tendered by the Appellant.
4. That, the trial Magistrate erred in law and in fact by failure to find that the testimony led by the Respondent did not prove the case against the Appellant to the required standard.
5. That, the trial Magistrate erred in law and in fact in shifting the burden of proof to the Appellant. 3
6. That, the trial Magistrate erred in law and in fact by holding that the Respondent (sic) had no Copyright right to use the image of the Respondent.
7. That, the trial Magistrate erred in law and facts by determining that the Respondent suffered damages without any evidence adduced to prove the same.
8. That, the trial Magistrate erred in law and in fact by introducing the new facts suo motu and proceeding to determine the case based on his own introduced facts without affording the parties fundamental right to be heard on the same.
9. That, the trial Magistrate erred in law and in fact in having held that the Appellant used the Respondent's images by failing to hold that it had a right to use them and was duly entitled to do so.
10. That, the trial Magistrate erred in fact and in law by awarding arbitrary general damages not supported by any evidence. Inversely, the respondent upon being served with the memorandum of appeal, raised a preliminary objection (PO) on the ground that, this court had no requisite jurisdiction to entertain this appeal in terms of section 2 of the Magistrates' Courts Act, Cap 11 R.E. 2019 read together with rule 69 (1) 4 of the High Court (Commercial Division) Procedure Rules, 2012 as amended by the High Court (Commercial Division) Procedure (Amendment) Rules, 2019. Hearing of the appeal and the PO was conducted simultaneously, by written submissions. Both parties were represented. For the appellant and the respondent were advocates Paschal Kamala and Ferdinand Makore, respectively. As the practice requires, will commence with determination of the PO. Submitting in support of the preliminary objection, the respondent's counsel argued that, before the trial court there was a normal civil suit under tortious liability. That, the contention of the parties before the trial court did not involve breach of commercial contract or breach of contractual relationship. He stated further that, there was no contention on any liability of a commercial or business organization arising out of the commercial or business activities. According to

the respondent's counsel, the contention was on the use of the respondent's image or likeness in 'TUPO KUIJENGA BIAS HARA YAKO' 'campaign without any formal contract, knowledge and consent from the respondent, he added. 5 Therefore, in his view, the issue of commercial significance was far-fetched and could not arise by any sense of imagination. The learned counsel went on to reproduce section 2 of the Magistrates' Courts Act, Cap. 11 R.E. 2019 (MCA), in defining the term "commercial case". To him, none of the items listed in that section falls within the present matter and that, the use of someone's image or likeness for commercial purposes could not by itself make a claim commercial in nature. He thus insisted that, breach of privacy right, intrusion of a private life and personality did not fall under any of the categories listed in section 2 (supra). Thus, the counsel maintained that, the suit before the trial court did not involve a commercial case and did not have commercial significance as the same was premised on tortious liability specifically for breach of privacy right and private life. With the above stated stance, the counsel's view was that the appellant was not legally justified to prefer this appeal before this court in terms of rule 69(1) of the High Court (Commercial Division) Procedure Rules, 2012 as amended by the High Court (Commercial Division) Procedure (Amendment) Rules, 2019 (Commercial Court Rules), which is to the effect that, an appeal against the decision of the subordinate court on a commercial case may be made to this court. He therefore insisted that, for this court to 6 exercise its appellate jurisdiction in terms of rule 69 (supra), the same must originate from a commercial case. As such, he argued that, since the present appeal did not involve a commercial case in the subordinate court, the same was incompetent before this court for want of jurisdiction. Besides, he added a new concern that the jurisdiction of subordinate courts in commercial cases was as stipulated under section 40(3)(a) and (b) of the MCA. That, at a time relevant to the present suit, the jurisdiction was about recovery of immovable property and the subject matter capable of being estimated at money value not exceeding TZS 100 million and 70 million, respectively. However, the counsel pointed out that, since the case did not involve commercial contract or liabilities arising from breach of contract, there was no specific claim hence, the provision cited above could not be invoked. Therefore, the learned counsel for the respondent reminded the court that, jurisdiction of the court ought to be as conferred by the requisite statute and not by wishes of the parties. On this regard, he made reference to the decision in *SOSPETER KAHINDI V. MBESHI MASHINI*, CIVIL APPEAL NO. 56 OF 2017. 7 The learned counsel for the respondent was insistent that, this court lacked jurisdiction to entertain the instant appeal as the matter before the trial court did not involve a commercial case as it was not registered as such. The counsel was of the view that, the present appeal should have lied before the High Court of Tanzania at Dar es Salaam Sub-Registry. Reference was made to the case of *DANGOTE INDUSTRIES LTD TANZANIA V. WARNERCOM (T) LIMITED*, CIVIL APPEAL NO. 292 OF 2022 in which it was held that, no appeal lies to this court from a decision of a subordinate court in an ordinary suit. He therefore urged this court to strike out the appeal with costs. On the other hand, submitting in opposition of the PO the counsel for appellant submitted that, the respondent's claim stood squarely within the definition under section 2 of the MCA and rule 3 of the Commercial Court Rules. According to the learned counsel, the respondent's claim

arose out of the appellant's business activities. He went on to argue that, the respondent's case was based on Model Lease Agreement on the ground that, the appellant used the images after lapse of two years and without consent of the respondent upon cessation of the said 8 agreement. Regarding the submission that the suit had been filed as an ordinary suit before the trial court, the learned advocate contended that, there was no Commercial Registry in the subordinate courts hence all cases had to be filed as ordinary civil suits, commercial cases inclusive. Submitting on the provisions of section 40(3)(a) and (b) of the MCA, the learned advocate argued that, in this case there was no specific amount claimed. Also, that, the pecuniary jurisdiction as provided under the said provision did not limit jurisdiction of subordinate courts to determine suits of commercial significance. Regarding DANGOTE INDUSTRIES' case the learned counsel maintained that, the same was distinguishable from the facts of this matter as in that case, the Court of Appeal faulted the High Court for failure to nullify the proceedings of the trial court for exceeding pecuniary jurisdiction. He went on to argue that, the said decision could not rescue the respondent's argument since similar arguments were faulted by the Court of Appeal in the case cited by the respondent's counsel. The learned counsel for the appellant finalized by submitting that, this court had jurisdiction to determine this 9 appeal. As such, he prayed for dismissal of the preliminary objections with costs. The respondent's rejoinder was substantially a reiteration of what had been submitted in chief in support of the preliminary objections. A further prayer was made for dismissal of the appeal for want of jurisdiction. I have taken into consideration the preliminary objections and the parties' submissions. The issue for determination is whether this court is vested with requisite jurisdiction to entertain this appeal. Before I proceed with determination of the issue, I find it pertinent to cite the provisions regarding original jurisdiction of the subordinate courts (District Courts and Courts of Resident Magistrate) over commercial cases. Section 2 of the MCA defines a commercial case as; "a civil case involving a matter considered to be of commercial significance including but not limited to-

- (i) the formation of a business or commercial organizations; (ii) the governance of a business or commercial organization; 10 (Hi) the contractual relationship of business or commercial organization with other bodies or persons outside it; (iv) the liability of a commercial or business organization or its official arising out of its commercial or business activities;
- (v) the liabilities of a commercial or business person arising out of that person's commercial or business activities; (vi) the restructuring or payment of commercial debts by or to business or commercial organization or person; (vii) the winding up or bankruptcy of a commercial or business organization or person; (viii) the enforcement of commercial arbitration award; (ix) the enforcement of awards of a regional court or tribunal of competent jurisdiction made in accordance with a Treaty or Mutual Assistance arrangement to which the United Republic is a signatory and which forms part of the law of the United Republic;

- (x) admiralty proceedings; and (xi) arbitration proceedings, "(emphasis added). 11 Therefore, going by the above provision of the law and subject to the unexhaustive items listed hereinabove, a commercial case is simply a civil case considered to be of commercial significance and not a civil case registered as a commercial case in a Commercial Cases Register as it seems to be suggested by the learned counsel for the respondent. Alternatively put, primarily all commercial cases are civil cases but not all civil cases are commercial cases. Thus, to make a civil case commercial in nature regard must be had to its commercial significance and not to the manner in which the suit is registered. This is because, it is not a duty of the parties to put in place Commercial Cases Registers at a every court house where commercial cases are to be determined but the relevant authorities. A court statutorily empowered to determine commercial cases does not lose such jurisdiction merely because Commercial Cases Register has not been established by relevant authorities. That is the import of section 2 of the MCA. That being the position therefore, it is my considered view that, the relevant provision regarding original jurisdiction of subordinate courts mentioned above over commercial cases is subsection (2) of section 40 of the MCA as opposed to subsection (3) thereto. This is because, it is the said subsection 12 which confers original jurisdiction upon a subordinate court in proceedings of civil nature, commercial cases inclusive read together with section 2 (supra). For clarity, the provisions read as follows; "(2) A district court when held by a civil magistrate shall, in relation to the jurisdiction set out in subsection (1), have and exercise original jurisdiction in proceedings of a civil nature, other than any such proceedings in respect of which jurisdiction is conferred by written law exclusively on some other court or courts, but (subject to any express exception in any other law) such jurisdiction shall be limited-.... "(Emphasis added). "(3) Notwithstanding subsection (2), the jurisdiction of the District Court shall, in relation to commercial cases, be Hmitted-
- (a) in proceedings for recovery of possession of immovable property, to proceedings in which the value of the property does not exceed three hundred million shillings: and
- (b) in other proceedings where the subject matter is capable of being estimated at a money value, to proceedings in which the value of the subject matter does not exceed seventy million shillings." 13 Thus, subsection (3) of the MCA does not in itself confer original jurisdiction to subordinate courts over commercial cases. It is there to limit such jurisdiction pecuniarily. As such, the said subsection (3) should not be read in isolation but together with subsection (2) of the MCA. Coming back to the issue raised, it was the respondent's contention that this court lacks the requisite jurisdiction to entertain the present appeal in line with section 2 of the MCA read together with rule 69(1) of the Commercial Court Rules. The reason behind this contention according to the respondent was that, the appeal did not emanate from a commercial case but a civil case. The respondent maintained that, by virtue of rule 69(1) of the Commercial Court Rules, this court could entertain appeals from subordinate courts over commercial cases only. To her, at the trial court this matter had been instituted as a normal civil suit as opposed to a commercial case. That, it was premised on a tortious liability with no commercial

significance. Hence, this appeal ought not to have been instituted in this court. That, the contention of the parties before the trial court did not involve breach of a commercial contract or breach of contractual relationship. That, there was no contention on any liability of a commercial or business organization arising out of commercial or business activities. According to the respondent's 14 counsel, the contention was on the use of the respondent's image or likeness in TUPO KUIJENGA BIAHARA YAKO campaign without any formal contract, knowledge and consent from the respondent. I have considered this argument. Nevertheless, I decline to subscribe the same. This is because my due consideration of the record of this appeal from the trial court as shown hereinabove, has revealed that the claims before the trial court were founded on allegations of unlawful publication of the respondent's image by the appellant. As per the said record, the respondent and Blackfox Models Africa executed a contract in 2019 (Exhibit DI). The latter was acting as an agent of the appellant. The contract was for publishing the respondent's image/likeness on the appellant's billboards with the view to advertising its business under a slogan designed as "ULIPO TUPO." The contract was to last for two years only, marking its expiration in October 2021. Thus, the respondent's images/likeness together with that of her family were published as agreed. The appellant continued to publish the image even after expiry of the alleged two years of the contract. This time the same was under a commercial slogan named "TUPO KUDENGA BIAHARA YAKO." According to the respondent, she never contracted for 15 the said slogan. She thus felt that, the publication after October 2021 was lacking her consent, authorization or any contract whatsoever. On the other hand, the appellant disputed these allegations by maintaining that there was no need for the respondent's authorization in using the said image because the said contract was for an indefinite period of time with no limitations howsoever. That, the appellant was justified to use the respondent's image in whatever way. The appellant maintained before the trial court that, the two slogans mentioned above were nothing but one. Therefore, from the facts, two factors are evident. One, the parties herein had a contention before the trial court regarding breach or not of a commercial contract or contractual relationship (Exhibit DI). While the respondent contended that the said contract ended in October 2021, the appellant contended that the same had no end and with no limits. Two, it was common ground before the trial court that, the appellant published the respondent's images/likeness through billboards across the country with a view to advertising its business under commercial slogans designed as "ULIPO TUPO" and "TUPO KUIJENGA BIAHARA YAKO." 16 Therefore, from the above given observation it is apparent that the respondent's arguments are unfounded. The paramount question is whether before the trial court this matter was a commercial case within the ambit of section 2 of the MCA? This question is worth determining because as rightly argued by the respondent, the appellate jurisdiction of this court is confined to commercial cases under rule 69(1) of the Commercial Court Rules. As alluded to above, a commercial case is a civil case with commercial significance. Thus, in determining whether or not a civil case is commercial in nature, due consideration must be directed towards its significance commercially, the categories listed in section 2 (supra) inclusive. However, the list is not exhaustive as aforestated. It is my holding that, the two

factors discussed hereinabove fall squarely within items (iii) and (iv) of section 2 of the MCA as far as the definition of a commercial case is concerned. For clarity I hold that, before the trial court this matter involved issues with commercial significance. To wit, before the trial court, the parties had a contention on there being, contractual relationship, the appellant being a business organization. Also, the appellant as a business organization, was alleged by the respondent to be liable in using the latter's image/likeness without authority, for promotion of its business under the umbrella of the 17 two slogans mentioned hereinabove. Thus, it is my considered view that before the trial court this matter was a commercial case within the ambit of section 2 of the MCA. For the foregoing reasons, the issue raised is answered in the affirmative. Consequently, the preliminary objections are overruled. I now proceed with determination of the appeal on merits. The appellant's counsel commenced his submissions by reducing the grounds of appeal into three. The first is that, the trial court failed to properly analyze evidence presented by the parties in the case. He then argued that, this court being the first appellate court was entitled to look at the evidence and make its own findings. Reference was made to the case of DEEMAY DAATI AND TWO OTHERS V. THE REPUBLIC, CRIMINAL APPEAL NO. 80 OF 1994. He went on to submit that, there was no dispute that there was a modelling agreement between the respondent and the appellant's agent one Blackfox. That, reading at page 2 of the trial court's judgment, the trial Magistrate formed an opinion that the contract was for a period of two years. According to the learned advocate for the appellant, this was a total misconception because there was no evidence to that effect. That, the agreement produced 18 by the respondent was strange. The agreement, according to the learned counsel, was different from that concerning the appellant. It was submitted that; the relevant agreement was Exhibit DI which was not considered by the trial court in terms of according it the weight it deserved. That, had Exhibit DI been considered, then the trial court could have reached at a conclusion that copyright belonged to the appellant and the appellant had unrestricted right of use of the image for an indefinite period. Instead, the trial court totally relied upon Exhibits P2 and P3 which were irrelevant. Regarding failure to consider the defence case and failure to analyze evidence, reference was made to the case of LEONARD MWANASHOKA V. REPUBLIC, CRIMINAL APPEAL NO. 226 of 2014. The second ground of appeal was on failure by the respondent to prove the case on the required standard. The learned advocate submitted that; the respondent had a duty to prove her case on balance of probabilities but failed to do so. Specifically, the counsel argued that, the respondent failed to prove whether or not "TUPO KUJENGA MAISHA YAKO" was a different campaign from "ULIPO TUPO" and that, she also failed to tender an agreement indicating the two years term contrary to the appellant's averments. He cited the cases of BARELIA KARANGIRANGI v. ASTERIA 19 NYALWAMBA, CIVIL APPEAL NO. 237 OF 2017 and JUSTINE PAUL MUKABI AND 50 OTHERS v. NYASO ENTERPRISES CO. LTD, LAND CASE NO. 128 OF 2012, to strengthen his argument. He further submitted that; the respondent failed to prove four elements for the claim of right to privacy. He cited the case of DEOGRATIAS JOHN MARANDO v. THE MANAGING DIRECTOR, TANZANIA BEIJING HUAYUAN SECURITY GUARD SERVICE CO. LTD, CIVIL APPEAL NO. 110 OF 2018. According to the said decision, there are four elements to prove

breach of right to privacy/identity, namely: intrusion of personal privacy of the claimant on his identity/image whereby through such intrusion the claimant suffers either social, psychological, economical or any kind of injury; there must be appropriation of the claimant image or likeness for the respondent's advantage in any form but in particular commercial purposes; there must be lack of consent from the claimant and, there must be proof that the respondent earned more profit out of the illegal use of the claimant's likeness. It was insistently submitted that, whereas the four elements had to be cumulatively proved, none of them had been proved. 20 The learned advocate further submitted that, the established principle is that, claim of rights associated with images or photos should be attached to copyright of the claimant. On this regard, he made reference to the case of *IVANNA FELIX TERI v. VIETTEL TANZANIA PUBLIC LIMITED COMPANY AND ANOTHER*, CIVIL CASE NO. 7 OF 2019. The learned advocate maintained that; the trial court misdirected itself when it made a finding that the respondent was the creator of the images used while the same were photographed by the appellant's agent. As such, copyright was in the hands of the appellant. In view of the learned advocate, it was wrong for the court to order and determine copyright in favour of the respondent. The third ground of appeal challenged the trial court for awarding general damages. It was submitted that, the trial court failed to analyze evidence adduced during trial which led to erroneous decision. According to the learned advocate, even in the absence of the appellant's defence, the respondent's case was not proved to the required standard. Hence, the damages awarded were without justification. It was submitted that, general damages are awarded subject to consideration of factors such as evidence 21 on record and whether damages are direct, natural or probable consequence of the complained act. The decision in *FELICIAN MUHANDIKI v. THE MANAGING DIRECTOR, BARCLAYS BANK TANZANIA LIMITED*, CIVIL APPEAL NO. 82 OF 2016 was cited. In reply, the respondent's counsel submitted in respect of the first ground of appeal by acknowledging existence of Exhibit DI which was complained of by the appellant. He however faulted the said Exhibit for being confined itself to "ULIPO TUPO" campaign which ended in 2021 as opposed to "TUPO KUIJENGA BIAHARA YAKO" campaign. According to the counsel, the latter campaign was not supported by any contract. Hence, he added that, the trial court was correct to hold as it did. On the second ground of appeal, the learned counsel submitted that, the case was proved to the required standard of balance of probabilities. He made reference to page 58 of the proceedings regarding the testimony of DW1. He also maintained that, all the ingredients in *DEOGRATIAS'* case {supra} had been proved and that, general damages were in the court's jurisdiction. 22 On the third ground of appeal, the counsel for the respondent submitted that, the amount of TZS 300,000,000/= was reasonable and consistent with the evidence and factual grounds shown during trial. The counsel for the respondent made reference to the cases of *BACO & AYUBU CO. LTD v. PERMANENT SECRETARY, MINISTRY OF DEFENCE AND NATIONAL SERVICE & TWO OTHERS*, COMMERCIAL CASE NO. 40 OF 2015; *AVIT THADEUS MASSAWE v. ISIDORY ASSENGA*, CIVIL APPEAL NO. 6 OF 2017 and *ADMIRALTY COMMISSIONER v. SS SESQUEHANNA* [1950] 1 ALL ER 392. He therefore, prayed for dismissal of the appeal with costs. The appellant's rejoinder was not distinct from what had been submitted in chief. As

such, it would serve no useful purpose to reproduce the same. The first ground of appeal was fundamentally on the trial court's failure to analyze evidence. As indicated above, the appellant's specific concern in respect of this ground was that Exhibit DI was either given less weight or was not considered at all by the trial court. That, had it been considered, the trial court's finding on the unauthorized use of the respondent's image would have been reached otherwise. I have had time to consider the trial court's judgment in order to satisfy myself of this complaint. My observation is that, 23 Exhibit DI was duly admitted in court. Nonetheless, nowhere in the trial court's judgment Exhibit DI is mentioned apart from acknowledgement of its admission in court. Hence, this entails that, despite having been admitted as evidence, the same was not considered at all by the trial court in reaching its findings, as rightly put by the counsel for the appellant. In other words, only the respondent's Exhibits (P3, P4, P5 and P6) were taken into consideration, while no appellant's Exhibit was considered including Exhibit DI. Again, as rightly argued by the learned advocate for the appellant, had Exhibit DI been considered the trial court would have made an opposite finding regarding the use of the respondent's image by the appellant. I so hold because the questions as to whether or not there was copyright infringement and whether or not the use of the respondent's image was subject to time limitation and other conditions, depended very much on contractual terms. Exhibit DI having been admitted in court undisputedly, could provide insights. I have in mind the undisputed contention that the same was relevant in governing the parties' contractual relationship as opposed to those tendered by the respondent. As such, it is obvious that 24 the trial Magistrate misdirected himself in his findings in absence of such Exhibit. Therefore, guided by the principle in DEEMAY'S case (supra), I was compelled to look at Exhibit DI tendered before the trial court in order to satisfy myself of the issues raised herein. Indeed, the respondent's image was without restriction as to time and purpose. This is evident at page 1 of Exhibit DI particularly under the "PRESENTATION" clause of the said Exhibit. This fact was not considered by the trial Magistrate. Thus, having such term in place the questions of authorization and copyright in favour of the respondent could not arise. Thus, I find merit in the first ground of appeal. The 2nd ground of appeal is in respect of failure on part of the respondent to prove her case on balance of probability. It was the appellant's allegation the respondent failed to prove whether or not "TUPO KUJENGA MAISHA YAKO" was a different campaign from "ULIPO TUPO" and that, she also failed to tender an agreement indicating the two years term agreement contrary to the appellant's averments. I have keenly considered the trial court's judgment as well as the respondent's Exhibits. Apart from oral 25 testimony of PW1, there is no Exhibit proving that the image was to be used for two years only. Hence, this ground of appeal also succeeds. The last ground is on proof of general damages. On this ground, the appellants concern is that the general damages were erroneously awarded by the trial court as there was no justification for awarding the same. This is because the respondent failed to prove the claim. This ground needs no longer discussion since the other two grounds have been held to be meritorious. As such I find no justification in the general damages awarded by the trial court in absence of proof of the whole claim as held hereinabove. Therefore, this ground also has merits. For the foregoing reasons, the decision

of the trial court and its subsequent orders are hereby quashed and set aside. In the circumstances of this case, each party is ordered to bear own costs. Appeal allowed. DATED at DAR ES SALAAM this 04th day of OCTOBER, 2024. C. P. MKEHA JUDGE 04/10/2024 26 COURT: Judgment is delivered this 04th day of OCTOBER, 2024 in the presence of Mr. Erick Kanga, learned counsel for the Appellant and Mr. Ferdinand Makore, learned counsel for the Respondent. J. M. MINDE DEPUTY REGISTRAR 04/10/2024 COURT: Right of appeal explained. J. M. MINDE DEPUTY REGISTRAR 04/10/2024 27

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE https://media.tanzlii.org/media/judgment/319419/source_file/fe5bbd1ff041b1ec/CRDB_BANK_PLC_VS_ZAWADI_BAHENGE.pdf

CASE PAGE <https://chat.esheria.ai/case-law/tanzania/crdb-bank-plc-v-zawadi-bahenge-jurisdiction-tanzlii-2024--6a3ea5243b1caa9129819d79>

Prepared on 14 October 2026 · Esheria