

TANZANIA / JUDGMENT

LAND CASE 15897

COURT
TANZLIIDECIDED
19 September 2024

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

IN THE HIGH COURT OF TANZANIA (LAND DIVISION) AT PAR ES SALAAM LAND CASE NO. 15897 OF 2024 DR. HILAL MANGUSHA..... PLAINTIFF
VERSUS KAZUNGU CHARLES.....1st DEFENDANT MUNIR AHMED BASHIR..... 2nd DEFENDANT EX PARTE J U D G M E
NT 10th to 19th September, 2024 E.B. LU VAN DA, J The Plaintiff named above claims against the First and Second Defendant above named jointly and severally for the following reliefs: One, declare that the Plaintiff is legal owner of Plot No. P6738 Block...located at Kigamboni Ungindoni Area measuring 3,786.71 square meter (the suit premises) having been bought from the First Defendant; Two, the declaration that the certificate issued to the Second Defendant was fraudulently obtained hence be cancelled; Three, permanent injunction orders restraining the Defendants and their agents or workman from interfering with the suit premises; Four, compensation to the tune of TZS 50,000,000/= being damage caused by the Defendants; Five, costs of this suit be provided for. It was the evidence of Dr. Hilal Said Mangusha (PW1) that in October 2012 he purchased a land measuring three hekas plus from the First Defendant for a i consideration of TZS 400,000,000, as per the sale agreement dated 22/10/2012 exhibit Pl. He asserted that the suit land was un-surveyed and is situated at Ungindoni, Mji Mwema Ward, Kigamboni and he intended to use it for building and operating a business of a godown to store his crops. He stated that he started developing his land by cultivating different crops and he managed to erect a building on the suit land which is semi-finished. That early February 2023 he visited his farmland for purpose of demarcating it and process the right of occupancy. That he visited to Kigamboni Municipal Council where he was asked to submit his documentations for ownership, and upon submitting the sale agreement, he was shocked to be told by the land officer that his land had been demarcated and the title issued to the Second Defendant. That he reported to the local authority at Mjimwema where the Second Defendant was summoned, where upon appearance he conceded to had mistakenly demarcated it and promised to surrender the certificate of occupancy to enable PW1 to obtain a title in his name. That from that date the Defendants have never shown up and is not picking his phone. That he tried to summon them through the hamlet office, in vain. That even in this suit he served the Defendants two times and acknowledged to receive summons but deliberately failed to appear. 2 As per the revelation by PW1, the Defendants were served, but defaulted to appear, hence the matter was ordered to proceed ex-parte in their absence. In exhibit Pl, the First Defendant disposed a suit land to PW1 for a consideration of TZS 400,000,000/= cash paid at the time of executing exhibit Pl. It was

contemplated that the suit land is free from incumbrances and the First Defendant promised to hand over all documentations of ownership to PW1. Therefore, anything done to the terms of exhibit P1 on the part of the vendor, amounted to breach the terms of exhibit P1. As per the testimony of PW1 that the Second Defendant had conceded to have mistakenly demarcated a land which do not belong to him and promised to surrender a title deed thereof. To my profound opinion, the acts of the Second Defendant amounted to committing trespass to the suit land. Therefore, PW1 is entitled as matter of right, to regain his title over the suit land. The certificate of title issued to the Second Defendant is of no legal effect and is subjected to surrender to the issuing authority, as I have ruled that it was an act of trespassing into Plaintiff's land. In that regard, the Plaintiff is declared the lawful owner of the suit Plot No. P6738 Block...located at Kigamboni Ungindoni Area measuring 3,786.71 square meter (the suit premises); The First and Second Defendants are declared trespassers therein and are permanently restrained from interfering with the 3 suit plot be it themselves, their agents or workman; a claim for compensation was not proved, therefore it is refused, as the alleged damage was not proved or substantiated in evidence. The Plaintiff will have his costs for this suit. The suit is granted with costs. 09/2024 I 7 Judgment delivered in the presence/of the Plaintiff and in the absence of the First and Second Defendants although summons notifying them to appear for ex-parte judgment were published vide Mwananchi ISSN0856-7573 NA.8796 dated 12/09/2024. 4

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/318251/source_file/43d8562fc1dc8492/LAND_CASE_15897.pdf

CASE PAGE <https://chat.esheria.ai/case-law/tanzania/dr-hilal-mangusha-ownershipofland-tanzlii-2024>

Prepared on 14 October 2026 · Esheria