

TANZANIA / JUDGMENT

Misc

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IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA LAND DIVISION AT PAR ES
SALAAM MISC. LAND APPLICATION CASE NO. 14547 OF 2024 (C/F Land Case No. 1431 of 2024
Before Hon. Sarah Mwaipopo) GABRIEL J. MTITU.....
APPLICANT VERSUS NATHUMAL PITOOMAL GUNAMAL (SAJNANI)..... 1st RESPONDENT
FOSTERS AND COMPANY LIMITED..... 2nd RESPONDENT CONSENTJUDGMENT (Deed
of Settlement) Date of last Order: 20/11/2024 Date of Judgment: 25/11/2024 LALTAIKA, J The
Plaintiff herein Gabriel j. mtitu instituted this suit against the Defendants for judgment and
decree as follows:

1. An order that the notices issued by the Defendants are in breach of the sale agreement in respect of the landed property on plot and Block No. Ha-2-931 & 2308/156, Ilala Dar es Salaam entered by the 1st Page 1 of 5 Defendant and the Plaintiff, that hence the Plaintiff be ai/owed to finalize payments as agreed.
2. A perpetual injunction directing the Defendants, their employees, agents assignee or any other person claiming authority or ownership from/of the suit property to refrain from interfering with peaceful enjoyment of the Plaintiffs' ownership and occupation of the suit land.
3. In the alternative to (i) and (ii) above; an order for payment of the sum of Thirty-Three MHHo Eight Hundred Forty-Seven Thousand Five Hundred Ninety and Sixty Cent (TZS. 33,847,590.60) for painting the building as pleaded on paragraph 6; Ten Million Four Hundred Twenty- Six Thousand (TZS. 10,426,000) for renovations as pleaded on paragraph 11; Twenty-Two Million Five Hundred Seventy -One Thousand Five Hundred Eight-Nine and Sixty Cents (TZS. 22,571,589.60) paid in excess of rent for period of 21 months.
4. General damages.
5. Costs of the proceedings be provided for. When the suit was called for mention on 20/11/2024, Messrs. Jerome Msemwa and Paul Mtui, learned Advocates for the Plaintiff informed this Court that parties had reached an amicable solution before a Mediator Judge. Msemwa prayed that the deed of settlement be incorporated in the consent judgment to dispose of the matter. Having obtained the duly signed Deed of Settlement, I proceed as hereunder. Page 2 of 5 In the event of the status given, this Court is guided by Order XXIII

rule 3 of the Civil Procedure Code, Cap.33 of R.E of 2019 that: "Where it is proved to the satisfaction of the Court that a suit has been adjusted wholly or in part by any lawful agreement or compromise, or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject matter of the suit, the court shall order such an agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith so far as it relates to the suit." Consequently, I proceed to adopt the terms and conditions of the Deed of Settlement dated the 20th day of April 2024, to form part and parcel of this consent judgment as appearing herein below: - IN WITNESS WHEREOF, the parties hereto acting through their authorized officers or representatives or directly themselves have executed this deed of settlement on the day and year as above written in the following manner appearing NOW THEREFORE, both parties hereto agree as follows: -

1. That, the Plaintiff to pay the Defendant outstanding rent from January to December 2024 at the rate of USD 800 per month on or before 31/10/2024. Page 3 of 5
2. That the 1st Defendant offers the Plaintiff to purchase property situated on plot No. 1 la-2-931 & 2308/156 Indira Ghandhi Street Dar es Salaam at the purchase price of USD 125,000 payable in single payment between 8/10/2024 up to 31/12/2024.
3. That, in the event the Plaintiff fails to pay outstanding rent as of 31/10/2024, the offer to purchase the property will automatically cease and the Plaintiff will vacate the suit premise forthwith not later than December 2024 without further notice.
4. That, each party to bear its own costs. Therefore, I hereby declare the executed Deed of Settlement effective from the date when it was lodged in this court, that is, on 25th day of November 2024, binds all parties herein and to the subsequent applications or suits arising from the same cause of action. Henceforth the deed of settlement entered is accordingly recorded and form part of this Consent Judgment as held by the Court of Appeal in the case of Motor Vessel Sepideh and Another v. Yusuph Mohamed Yusuph and two Others, Civil Application No. 237 of 2013, (Unreported) thus: "Where there is a lawful agreement or compromise, the Court is bound to record settlement once it arrived by the parties." Page 4 of 5 In lieu of the foregoing, the present matter is marked amicably settled to the extent of the deed of settlement reached by the parties as per terms and conditions therein, hence withdrawn from the court records. It is so ordered. E. I. LALTAIKA JUDGE 25/11/2024 Court Judgment delivered in Chambers this 25th day of November 2024 in the absence of Mr. Paul Mtui, Counsel for the Plaintiff. E. I. LALTAIKA JUDGE 25/11/2024 Page 5 of 5

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