

TANZANIA / JUDGMENT

john wambura **SCANNED**COURT
TANZLIIDECIDED
20 April 2024

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IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA (LAND DIVISION) AT DAR ES SALAAM LAND CASE NO. 15991 OF 2024 JOHN WAMBURA CHARLESS..... PLAINTIFF VERSUS PUDENSIANA MICHAEL MRUMA..... 1st DEFENDANT MAS & ASSOCIATES CO. LIMITED & COURT BROKERS..... 2nd DEFENDANT CONSENT JUDGMENT (Deed of Settlement) Date of last Order: 28/02/2025 Date of Judgment: 28/02/2025 LALTAIKA, J The Plaintiff herein JOHN WAMBURA CHARLESS instituted this suit against the Defendants for judgment and decree as follows:

1. Declarations that the Plaintiff is not in default of the agreement for settlement of fund signed under the Collateral of Plot No. 452 Block B, at Sinza, Ubungo District, Dar es Salaam owned by the Plaintiff.
2. Perpetual injunction be entered against the Defendants, its workers, employees, assignees, agents and any other persons working under their instructions from interfering, auctioning in public auction, sale the suit property.
3. Payment of TSH. 200,000,000/= by each of the Defendant as a General damages.
4. Interest of 12% on the decretal sum amount assessed at the commercial rate from the day the cause of action arose until day of Judgment.
5. Interest of 7% on the decretal amount at court rate from the date of judgment until full payment. Page 1 of 5
6. Costs of the suit and 7 Any other re/ieffs the Honorable Court deems fit and just to grant When the suit was called for the First Pre-Trial Conference today (28th February 2025) Mr. Mr. Frank Kilian, learned Advocates for the Plaintiff informed this Court that parties had reached an amicable solution, and a copy of the Deed of Settlement has been uploaded in the Judiciary of Tanzania's electronic filing system (JoT e-CMS). Mr. Kilian 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. 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 there with 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: - Page 2 of 5 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. **Payment:** The Plaintiff shall pay the 1st Defendant the principle sum of TZS 70,000,000/= (Tanzania Shillings Seventy million only) on or before the 3rd day of February 2025.
2. **Consent Judgment:** The payment made pursuant to Clause 1 above shall constitute a full settlement.
3. **Method of Payment:** The payment shall be by way of a single lump some payment to the 1st Defendant's Account Number 012202008522 in the name of Prudencia Michael Mruma held at NBC Bank.
4. **Release of Collateral and Right to sell** 4.1, Upon receipt of the full payment of TZS 70,000,000 (Seventy million Tanzania Shillings) as set forth in clause 1, the 1st Defendant shall immediately release and deliver following to the Plaintiff: 4.1.1. The Original Certificate of Title No. 26839 granted over Plot No. 452 Block B, at Sinza, Ubungo District, Dar-es-Salaam. 4.1.2. The original motor vehicle card for the vehicle with registration number T463DPK 4.1.3. The 1st Defendant shall also, upon full payment, release and discharge any and all other encumbrances, liens, or other security interests placed upon the said property or vehicle by the 1st Defendant. 4.2. **Right to sell Upon Default:** In the event that the Plaintiff fails to make the full payment of TZS 70,000,000/= on or before the 3rd day of February 2025, the 1st Defendant shall have the right to sell the property located at Plot No. 452 Block B, Sinza Ubungo, Dar es Salaam, by way of public auction or private treaty, at any time thereafter that the 1st Defendant deems fit.
5. **Release from All Liabilities:** This Deed of Settlement constitutes a full and final release and discharge of all claims, demands, debts, obligations, liabilities, and causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, now existing or thereafter arising, which
 - The 1st Defendant Page 3 of 5
 - The 2nd Defendant Mas & Associates Company Limited & Court Brokers
 - Or any other person or entity acting on behalf of the 1st Defendant or the 2nd Defendant they have or claim to have against 5.1, Speedpesa Finance Ltd, a company with registration number 97350 5.2. John Wambura Charles, both in his individual capacity and in his capacity as a share holder and Director of Speedpesa Ltd; 5.3. Caritas Kogha Machupa, both

in her individual capacity and in her capacity as a share holder and Director of Speedpesa Finance Ltd; 5.4. Any other shareholder, or director of Speedpesa Finance Ltd, past present, or future 5.5. 2 Case No 16 of 2023, filed by the 1st Defendant against speedpesa Finance Ltd in the District Land and Housing Tribunal for Kinondoni District at Mwananyamala, wherein the 1st Defendant was awarded cost by the Tribunal, the 1st Defendant hereby expressly waves and relinquishes any and all rights to claim, enforce, or collect the costs awarded to her in Case No. 16 of 2023. 5.5. 3. Any other dispute or disagreement between the 1st Defendant and any of the aforementioned entities of individuals.

6. Release from Criminal Proceedings: This Deed of Settlement further constitutes a full and final release and discharge of the 1st Defendant from any and all criminal claims, complaints, or allegations made by the 1st Defendant against 6.1. The Plaintiff, John Wambura Charles 6.2. Caritas Kogha Machupa, a shareholder and Director of Speedpesa Finance Ltd. 6.3. Speedpesa Finance Ltd 6.4. Any other shareholder or director of Speedpesa Finance, past present and future, Relating to any matter arising from or connected to the disputes and claims that are the subject of this Deed of Settlement, including but not limited to the matters raised in Land Case No 15991 of 2024. This release shall not be construed as an admission of guilt or wrongdoing by any of the aforementioned parties.
7. Binding Effect: This release shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators, legal representatives, and assigns. Therefore, I hereby declare the executed Deed of Settlement effective from the date when it was lodged in this court, that is, on Page 4 of 5 30th day of January 2025, 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." 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. ' . * e . - ' • It is so ordered. ' T <1 x \ * \ E. I. LALTAIKA JUDGE 28/02/2025 Court Judgment delivered in Court Chambers on this 28th day of February 2025 in the presence of Mr. Charles Kilian, Counsel for the Plaintiff. Page 5 of 5

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