

TANZANIA / JUDGMENT

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e IN THE HIGH COURT OF UNITED REPUBLIC OF TANZANIA (MOROGORO SUB REGISTRY) AT MOROGORO CIVIL CASE NO.06 OF 2022 KHATIBU SAID ALLY PLAINTIFF VERSUS MZINGA HOLDING COMPANY LIMITED DEFENDANT THE ATTORNEY GENERAL 2nd DEFENDANT Date of Last Order: 07.06.2024 Date of Judgement; 26.07.2024

JUDGEMENT

MAGOIGA, J. The plaintiff, KHATIBU SAID ALLY by way of plaint instituted the instant suit against the above-named defendants claiming the following reliefs, namely: -

1. Orders that the defendant pay TZS.441,572,583/- (say Tanzania Shillings Four Hundred and Forty-One Million Five Hundred and Seventy-Two Thousand Five Hundred and Eighty-Three Only) being specific damages suffered by the plaintiff;
2. Orders that the defendant to pay TZS.200,000,000/- being general damages suffered by the plaintiff due to a great financial loss, mental stress, depression and plaintiff's reputation at stake;
3. Interest on the (a) item above at the rate of 22% from the date of institution of his suit to the date of full judgement;
4. Costs of the suit;
5. Any other reliefs this honourable court may deem fit and just to grant. Upon being served with the plaint, the defendants filed a joint written statement of defence disputing all plaintiff claimed reliefs' and prayed for dismissal of this suit with costs. The facts of this suit as gathered from pleadings are that; sometimes in 2018 and up to 30th January 2020 the plaintiff entered into oral arrangements with the defendant for the supply of building materials at Ikungi site, in Singida region, Mbulu site in Manyara region and at Nzega site in Tabora region, from the start of construction to the completion of the buildings. The said supplies were to be made through delivery notes which were to be signed by defendant engineer acknowledging receipt of the materials at sites. Further facts were that on 31st January, 2020 the plaintiff and 1st defendant wrote down their terms of engagements. Under the above arrangement, the plaintiff supplied the building materials to the above-named sites but which remained unpaid as follows: -

- a. Ikungu site Tshs.19,869,200/-
- b. Mbuiu site Tshs.84,697,072/-
- c. Nzega site Tshs.39,673,583.56 Further facts went on that while the plaintiff was making a follow up of the unpaid payments above with the defendant, he received a call from PCCB office at Singida, summoning him to report and upon reporting at PCCB office at Singida was seriously questioned on the same by PCCB officer. Consequently, the plaintiff alleged was forced to deposit Tshs.69,327,811/- into the account of the defendant with NMB branch in Singida by PCCB officers. Against the above backdrop, the plaintiff instituted this suit claiming the reliefs as contained in the reliefs clause of the plaint, hence, this judgement after hearing parties. At all material time of this suit, the plaintiff was enjoying the legal services of Mr. Bwire Benson Kuboja, learned advocate from Dar es Salaam based legal clinic of Kuboja Advocates LLP. On the other hand, the defendants were represented by Mr. Xavier Ndaiahwa, learned Senior State Attorney, Lightness Tarimo, and Richard Mbwambo, learned State Attorneys. It should be noted that this suit was partially heard by my learned brother Hon. Messe Chaba, Judge and later was resigned to me for its completion following my transfer to this station and Mr. Chaba to another station. Before hearing started the following issues were proposed and record for the determination of this suit, namely: -
 1. Whether there was a breach of contract by the first defendant against the plaintiff;
 2. Whether there was a valid contract between the plaintiff and the defendant;
 3. Whether the defendant forced the plaintiff to deposit the sum of Tshs.69,327,811/- into its account through Government Agency (PCCB);
 4. Whether the plaintiff suffered as result of breach of contract by the F[^] defendant;
 5. To what reliefs parties are entitled. The plaintiff, Mr. Khatibu Said Aily testified as "PW1" (and shall so be referred in this judgement). Under affirmation, PW1 told the court that at first, he had oral contract with the defendant to supply building materials to wit: timber, iron bars, electronic appliances to three different sites which he mentioned as Ikungi, Mbulu and Nzega. According to PW1, PW1 and the defendant later entered into written agreement with the F[^] defendant which was tendered in evidence and marked as exhibit PE1. PW1 went on telling the court that exhibit PE1 was signed by Major General S. S. Makora on behalf of the F[^] defendant. PW1 explaining the contents of exhibit PE1, told the court that he was to issue pro forma invoice exhibiting materials and prices and once agreed on the prices, he supplied the materials required. In proof of the same PW1, tendered in evidence delivery notices, invoices and pro forma invoices for the three sites collectively as exhibit PE2. With exception of Ikungi site which the supply was done orally but the rest two sites of Mbulu and Nzega, PW1 insisted were executed under written contract. PW1 recalled that for Nzega site, he supplied materials worth Tshs.825,591,178/- and was paid Tshs.785,917,594/- leaving unpaid balance of Tshs.39,673,583/-. For Mbulu materials supplied were worth Tshs.1,169,851,079.40 and was paid Tshs.1,085,154,007/- and leaving unpaid balance of

Tshs.84,697,072/-. As for Ikungu site, PW1 told the court that the unpaid supplied materials are worthy Tshs.19,869,200/- and the whole unpaid amount for the three sites was Tshs.144,244,772/-. According to PW1, the defendant was paying all the monies in his personal account with CRDB Bank account No. OIJ1049787700 in his name. PW1 tendered in evidence account number in the name of the plaintiff as exhibit PE3. PW1 explained the details of payments and the amount paid at all material time. PW1 further told the court that in his efforts to get his money, he wrote letters to the 1st defendant which was admitted as exhibit PE4. The reply from the defendant to exhibit PE4 was also admitted in evidence and marked as exhibit PE5, and according to PW1, the letter told him to wait while verification is underway and that the defendant will revert back for payment. PW1 went on telling the court that while waiting to be paid, he received a phone call from PCCB officers on 02/02/2021 who asked him to report at Singida regional office for interrogations. Upon reporting, PW1 told the court that he was interrogated for 2 days which ended up being told that some of the materials supplied did not reach to the site, which information PW1 seriously disputed. PW1 went on telling the court that he was threatened by PCCB officers not to claim any money from the defendant otherwise will be sued for money laundering case with no bail, ordered him to pay into the account of 1st defendant Tshs.69,327,811/- and that he should not communicate with anybody outside the defendant for six months. PW1 went on telling the court that under such circumstances, he contacted his relative who managed to raise his properties and eventually managed to raise the amount which was so deposited. According to PW1, he sold his house at Tshs.30,000,000/- while its real price was Tshs.150,000,000/-, motor vehicle valued at Tshs.60,000,000/- for Tshs.21,000,000/- and borrowed from a friend Tshs.18,000,000/- making a total of the amount deposited into the 1st defendant's account. According to PW1, this was done by Faisai Said Aliy. PW1 tendered in evidence deposit slip of Tshs.69,327,811/- into NMB account of the 1st defendant as exhibit PE6. PW1 also managed to tender in evidence exhibit PE7 letter he was complaining how he was mishandled by PCCB officers. Further testimony by PW1 was that, after that he opted to file this suit and prayed that his reliefs be granted as prayed. Next witness for the plaintiff was FAISAL SAID ALLY who testified as PW2'. Under affirmation, PW2 told the court that he is a brother to the plaintiff and that PW1 called him that he was indebted to the 1st defendant whom he had business with and instructed him to sell his house to Khamis Sanagiwa for Tshs.30,000,000/-, his motor vehicle Scania to her sister Warda for Tshs.21,000,000/- and Tshs.18,000,000/- was taken from Haidary Said Ally. According to PW2, all transactions were orally done and he managed to hand over the money to Neema- an accountant of the plaintiff. The last witness for the plaintiff was Mr. ALEX SHADRACK who testified as 'PW3'. PW3 told the court that he is a Quantity Surveyor and recalls to have supervised projects by Government and private persons. PW3 went on telling the court that he worked with defendant from 2012 to

2020. According to PW3, he supervised the Nzega project in 2018/2019, Mbuiu project in April 2019 to 2020 he left the defendant as Project Manager. PW3 tendered his ID cards for identification as exhibit PE8- (Id1). Further PW3 testified on the procedures from supply of

materials and payment of the materials received by the defendant. In the issue at hand, PW3 told the court at times materials were supplied on credit and later payments were processed and at times paid by instalments. Like PW1, PW3 told the court that the relationship started orally but later parties reduced their operations into writing on 30/01/2020. PW3 went on telling the court that once materials were received, inspected and recorded to have been received by filing in ledger book and Goods Received Note. PW3 tendered in evidence a letter dated 16.10.2020, GRN, pro forma invoices and Delivery Notes as exhibit PE9. PW3 confirmed the story that Nzega site unpaid amount was Tshs.39,678,500/-. PW3 also tendered exhibit PEIO- a letter showing the unpaid debt and that the unpaid debt from Mbuiu was Tshs.84 plus millions. And Nzega project the unpaid amount was Tshs.39 million plus. PW3 Insisted ail building materials were sent to the sites and plaintiff's claims are genuine and was not supposed to pay Tshs.69 million paid to the defendant. This marked the end of the plaintiff's case and same was marked closed. MEJA GENERAL ELIHURUMA PAUL MNYENYE testified as DW1. Under oath DW1 told the court that he works with Tanzania Peoples Defence Forces and is the overall in-charge of activities of the defendant. DW1 acknowledge that PW1 was supplier of ail building materials at the three sites of Ikungi, Mbulu, and Nzega. DW1 also recognizes that PW3 was the Site Manager representing the defendant. Further testimony of DW1 was that the supplier (for this case PW1) was to issue pro forma invoice and tax invoice to the Site Manager, who after that forward it to the headquarters together with covering letter requesting for payment of money after supply is confirmed. DW1 explained the contents of pro forma invoice, tax invoice and explained a detailed procedure for receiving and recording goods received. DW1 shown exhibit PE9 and pointed out that Delivery Note and tax invoice showed 578 bags were supplied at Nzega site but Good Received Note showed 500 bags, the difference of 78 bags were paid for but which were not supplied. According to DW1, this was a loss to the 1st defendant. DW1 also referred to exhibit PEIO showed a difference of Tshs.75 million and Tshs.74 million, which to him was theft of the 1st defendant's money for goods not received. DW1 testified further that upon noting those variances, he directed that verification be done and at the end noted that there was big defraud perpetuated by PW1 and some employees of the 1st defendant in all sites. DW1 told the court that the matter was reported to relevant authorities and eventually landed at PCCB for investigations but whose report is yet known to date. Next witness for defence was MAJOR RAPHAEL ALLY MJIGE who testified as DW2. Under affirmation, DW2 told the court that he works with Mzinga as an accountant since 2019. DW2 acknowledged knowing PW1 as their supplier of building materials to their three sites of Ikungi, Mbuiu and Nzega. According to DW1, payments were done after supply of materials through pro forma invoice, delivery note, invoice, and Good Received Note and at time they used to pay in advance or on credit but all documentation has to be compiled with. DW2 admitted the debt of Tshs.85,000,000/= but seriously disputed the claim of Tshs.441 millions. It was further testimony of DW2 that before the unpaid money was paid, they got information that PW1 with collusion with defendant's employees were defrauding the defendant. Guided by the said information, the matter was reported to PCCB who upon investigating

the matter it was discovered that defendant paid for some materials not supplied at by PW1 to the tune of Tshs.150,000,000/-. Consequently, PW1 was arrested and some employees and upon interrogated admitted and PW1 admitted and refunded Tshs.69 million to the defendant. According to DW2, the amount of Tshs.69,000,000/- paid by PW1 to the defendant was paid under instructions of PCCB as refund from goods paid for but not supplied. DW2 insisted that as an accountant, he paid according to the documents and never paid more money at ail. DW2 10 # seriously disputed the claim of Tshs.441 million and 200 million as general damages because are baseless. Last witness for the defence was MR. GODFREY ROMAN MOSHA who testified as 'DW3'. Under oath told the court that he works with PCCB and remembers that on 07.01.2021 he was instructed to conduct investigations at Ikungu, Mbulu and Nzega projects which were under the defendant following CAG report that were flawed with fraud. According to DW3, he got all documents from the 1^^ defendant, went to all sites and met all suppliers, interrogated all people involved and went to other suppliers to compare prices and found out that the prices supplied to the defendant were higher than the local prices in local shops and that employees of defendant who are Alex Shadrack, Eng. Gerald Kajugusi, Samwel Mkundo and one captain were involved together with PW1. Further DW3 told the court that he called PW1 for interrogations and upon doing reconciliation, he noted that at Mbulu site the actual money he claims is Tshs.51,000,000/- and not Tshs.84,000,000/- PW1 is claiming. DW3 told the court that together with PW1 they did reconciliation item by item and it was eventually agreed that PW1 had been paid an amount of Tshs.69,327,811/= which he freely agreed to refund and the matter was marked closed. DW3 tendered a letter dated 31.01.2022 on investigation done to PW1 as exhibit DEI. 11 % DW3 denied the allegation of intimidation or any inducement to PW1 and urged this court to dismiss the case with costs. This marked the end of the defence case and same was marked closed. Having carefully considered the pleadings, heard the parties' oral testimonies and after going through the documentary exhibits which were admitted in evidence in this Court, I noted that there are some facts not in dispute which will assist this court in resolving this legal banking dispute. These are: one, no dispute that the plaintiff and the defendant had business relationship whereby the plaintiff was supplying building materials to the three sites of Ikungi, Mbulu and Nzega under construction by the defendant in 2019 to 2020 inclusive. Two, no dispute that during Prevention of Corruption and Combating Bureau investigations into that relationship, the plaintiff deposited into the account of the defendant Tshs.69,327,811/-. Three, no dispute in this suit that before the institution of this suit, the plaintiff issued a 90 days statutory notice but which was not responded, hence, this suit. However, what is in serious dispute between parties is whether the said relationship was tainted with breach of contract, valid contract, validity of deposition of the Tshs.69,327,811/= into the account of the 1^^ defendant and whether the plaintiff suffered any damage as result such breach, if any. 12 At this point, I find it pertinent to discuss the framed issues against the evidence on record. While doing this taking noble job, it should be noted that, I will be guided by several cardinal principles in civil matters. These are: One, he who alleges must prove, and in this civil suit, the proof is on balance of probability. This is in line with the Court of

Appeal guidance in the case of Paulina Samson Ndawavya vs Theresia Thomasi Madaha (Civil Appeal 45 of 2017) [2019] TZCA 453 (11 December 2019), the Court of Appeal of Tanzania at Mwanza held at page 14 that; - "It is trite law and indeed elementary that he who alleges has a burden of proof as per section 110 of the Evidence Act, Cap. 6[R.E 2002], It is equally elementary that since the dispute was in civil case, the standard of proof was on a balance of probabilities which simply means that the Court will sustain such evidence which is more credible than the other on a particular fact to be proved". Second, the principle that parties are bound by their pleadings. This was underscored in the above case quoting the case of James Funke Gwagilo Vs. Attorney General[2004]TLR 161 in which the Court of Appeal insisted that the functions of the pleadings is to take notice of the opposite party and not to take him/her by surprise and a party should not be allowed to depart from his/her own pleadings thereby changing his case from which he pleaded originally. Back to this suit, I find it imperative to start with the 2nd issue which was couched that "whether there was a valid contract between the plaintiff and the defendant". According to pleadings, this issue was framed due to the facts that the plaintiff alleged that, there was oral contract between parties dating back 2019 to 30th January, 2020 when parties reduced their agreement into writing and the defendant at paragraph 4 of the written statement of defence denied to be there any oral contract between the plaintiff and defendant. I have carefully considered this issue along the evidence on record by both parties, but with due respect to the defendants, this issue has to be answered in the positive. I will explain. One, the contents of exhibit PE1 admitted collectively are clear and loud that the plaintiff was supplying the building materials to the defendant way back in 2019 and not after the creation of exhibit PE1. Two, Oral contracts are legally enforceable and recognized like any written contract. Three, apart from paragraph 4 of the written statement, no other evidence be it oral or written was tendered by the defendant to refute the concrete evidence by the plaintiff that there was oral contract and later on was reduced into writing. Four, much as no allegation of fraud, misrepresentation, coercion, undue influence and mistake in creation of exhibit PE 1, it cannot be said that there was no contract while there is ample evidence by the plaintiff that he supplied building materials even before signing the 2020 contract by the plaintiff. On the foregoing reasons, this court is constrained to find and hold that in the circumstances of this suit, there were both valid oral and written contracts (exhibit PE1) between the defendant and the plaintiff. Consequently, issue number two is answered in the affirmative. This takes me to the issue which was couched that "whether there was breach of contract by the defendant against the plaintiff". I wish to point out that for breach of contract to occur, there must be a lawful contract; one party to the contract must have performed the terms of the contract and the other party must have failed to discharge his obligations in the said contract with no lawful excuse. In this suit, the plaintiff in proof of the above issue alleges and testified that it was his claims of unpaid Tshs.144,244,772/- to date by the defendant emanating from the unpaid balance from the supplies of building materials to the three sites (Tshs.19,869,200/- for Ikungi, Tshs.39,678,500/- for Nzega site and Tshs.84,697,072/- for Mbulu) which the defendant upon realizing was in breach engaged PCCB (Prevention and Combating of Corruption Bureau

who harassed, threatened and 15 % coerced him and eventually forced him by threats of charging him with unbailable offence, among others, to deposit the amount of Tshs.69,327,811/- into the account of the defendant as justification that the materials were not supplied while it is not true. In proof of this, the plaintiff tendered in evidence, three letters he wrote to the defendant on 30/10/2020 as exhibit PE4, reply to those letters as exhibit PE5- reply from the 1^^ defendant replied on 15.12.2020, and exhibit PE2 which are delivery notices, pro forma invoices, tax invoices to show that, indeed, he performed his duties as per the contract. Defendants in disproof of this allegations, admitted that indeed, DW2 reported to PCCB after realizing that some of the building materials in the procurement process were forged and were never delivered. DW3 an investigator from PCCB headquarters under oath told the court that he only investigated Mbulu and Nzega projects which were operated by the 1^ defendant. According to DW3, upon going through all documents he noted the prices supplied were on higher side, there was an inside job from employees of Mzinga at sites and headquarters. That prompted DW3 to do reconciliation with PW1, which showed that from Mbulu site the actual claim was Tshs.51,000,000/- and not Tshs.84,000,000/- claimed. All this was done without any supporting documents by DW3. 16 At Nzega project, DW3 told the court that after reconciliation, he got the difference of money that was found to have been paid more was Tshs.70,000,000/= and after reconciliation, the money was reduced or deducted and PW1 was found to have been overpaid Tshs.69,327,811/- than the materials which he freely agreed to refund on 05.02.2021 vide exhibit PE6. DW3 told the court that the details report of his investigation was given to the defendant but ended up tendering a letter as exhibit DEI- which was preliminary report but no final report was tendered by DW3 for unexplained reasons. Now back to this issue which has greatly tasked my mind, I find that the IKungi project claims were not paid as claimed as such were unchallenged and I find out that the 1^^ defendant is in breach of the contract for failure to pay even after being issued with the notice to sue. Why DW3 did not want to investigate the Ikungu project to the time he came to testify is not known and this court was not told the reasons. Next is the Nzega and Mbulu projects, while the plaintiff has pleaded the amount of Tshs.144,244,722/- and tendered pro forma invoices, delivery notes and tax invoices as exhibit PE2, exhibit PE4, exhibit PE5, exhibit PE9 and exhibit PE10 altogether when take seriously to me this is more than specific pleading and strict proof; these being specific damages that amount as claimed and his evidence remain unchallenged. I will explain 17 One, looking at exhibit DEI, which is a mere letter is too general and one cannot understand and no basis of how these figures in this letter were arrived by DW3. Two, figures as contained in exhibit DEI are not an investigative report one would expect of DW3 as an investigator from PCCB. Ordinarily, one would expect a well detailed report especially when DW3 told the court that he was availed with all documents. This leave a lot to be desired. PW1 has never been charged of using documents to mislead the principal nor any employee of the defendant. Three, Alex Shadrack came to testify as PW3 but no questions were put to him to establish that there was collusion leave alone no evidence was led to show that administrative measures were taken against him and other mentioned to be involved. Four, despite the

promise in exhibit PE5 that verification was on going but no evidence of verification was put forward to establish that after verification and tangible findings were established to deny the plaintiff the amount claimed. Five, the defendant alleged fraud but gave no evidence to contradict the evidence of PW1 that they were not indebted to the amount claimed. It is trite law and the principle he who alleges must prove and the 1st defendant was on balance of probabilities to establish fraud by evidence. This was not done and leave the amount of Tshs.144,244,722/- claimed by the plaintiff proved. 18 On the foregoing reasons, I find issue number one answered in the affirmative that the defendant is in breach of the contract against the plaintiff. Next issue was "whether the defendant forced the plaintiff to deposit the sum of Tshs.69,327,811/- into its account through Government agency (PCCB)". It was specifically pleaded and testified by PW1 that he was forced to deposit the said amount into the account of the defendant and that no such agreement was reached between him and the PCCB officials. According to PW1, DW3 threatened PW1 to charge him with unbailable offence of money laundry, among others, even threatened to kill him. Not only that, PW1 wrote a letter to PCCB headquarters complaining on how he was mistreated by PCCB investigators- exhibit PE7. On the other part of the defendants, through DW3 told the court that the amount deposited into the account of defendant was done by PW1 after making a reconciliation and PW1 freely and willingly admitted that the money was illegally paid to him and opted to refund it to the defendant. I have carefully considered the rivaling evidence of the parties on this issue, but with due respect to the defendant, I am constrained to find this issue in the affirmative in this suit. I will explain. One, the testimony 19 of DW3 who is an investigator of PCCB and professional surveyor and that has done several surveyor investigations and gave professional reports, did not give such investigation report on this serious issue. Even DW1 and DW2 are waiting for such report which is more than due in vain. Two, if I were to accept the testimony of DW3, that reconciliation was actually done and it involved the plaintiff, the next and immediate question is, why DW3 did not reduce such reconciliation into writing and be duly signed by all parties, the plaintiff inclusive?. No explanation was at all offered by DW3. In the absence of reconciliation report duly signed by both parties it cannot be said there was any agreement to pay the money other than by coercion as alleged and proved by PW1. Three, apart from DW3 cramming figures as was in exhibit DEI but tendered no single document which could be the basis of backing his findings on this issue. In this matter, DW3 acted below what was expected of him by all standards as an investigator of the highly respected office of PCCB in this country. One would expect him to document and detailed all process of investigations, showing the delivery note in issue, and the materials not supplied but the basis of figures in exhibit DEI remain bare and unfounded. Four, I have as well traversed the testimony of PW3 (Alex Shadrack -who was working with Mzingu in this saga) as supervisor and project manager in which he explained all details of the purchasing between the plaintiff and 1st defendant but and adjusted some few figures to the claim of Tshs.75,408,500/- to Tshs.74,889,000/- as the genuine claim by the plaintiff. Nothing was cross examined to discredit his testimony which I hereby believe, PW1 had genuine claims. On the foregoing reasons, this court is

hereby constrained to find that the defendant forced the plaintiff to deposit the sum of Tshs.69,327,811/- into its account through Government agency (PCCB). This trickles this suit to the next issue which was couched that "whether the plaintiff suffered as a result of breach of contract by the defendant." This issue will not detain me much in this suit. Much as this court has found herein above that the defendant breached the contract for failure to pay the amount due as held in issue number two above, it goes without say that the plaintiff as businessman has suffered as result of such breach. The law on this issue is loud and clear, in particular section 73 (1) of the Law of Contract Act, [Cap 345 R.E. 2019]. For easy of reference, the said section provides as follows: - "Section 73(1) When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or by which parties knew when they made the contract, to be likely to result from the breach of it. There is no gain saying that the plaintiff's money held by the defendant was business money which could not be held for such long period without any suffering. It is on the above reasons I hereby find and hold that the plaintiff in this suit suffered as result of breach of the contract by the defendant. The last and usual issue was couched that "to what relief are parties entitled to?" The plaintiff claimed payment of Tshs.441,572,583/- as specific damages, payment of Tshs.200,000,000/- as general damages, interest at 22% from the date of institution to the date of judgement, costs and any other relief this court may deem fit and just to grant. On the other hand, the defendants urged this court to dismiss this suit with costs. Given my findings above on the issues of this suit, obvious this cannot be dismissed. The plaintiff, nevertheless, failed to prove Tshs.441,572,583/- claimed as specific damages. However, the plaintiff has been able to prove and is entitled to the following reliefs: -

- a. payment of Tshs.144, 244,772/- being specific damages as result of non-payment of the building materials supplied to Ikungi 22 (19,869,200/=), Mbulu (84,697,072/=) and Nzega (Tshs.39,678,500/=);
- b. refund of Tshs.69,327,811/= being money illegally coerced to deposit into the account of the plaintiff by the PCCB officers;
- c. Payment of Tshs.5,000,000/= being damages for breach of contract;
- d. The plaintiff is entitled to commercial interest of 18% on items (a) and (b) from the date of this judgement till payment in full payment.
- e. The plaintiff shall have costs of this suit. It is so ordered. Dated at Morogoro this 25 day of July, 2024.
 S. I. MAGOIGA JUDGE 26/07/2024 COURT: Judgement delivered today 26/07/2024 in chambers in the presence Mr. Kuboja, learned advocate for the plaintiff and Mr. Machunde, learned State Attorney.
 S. I. MAGOIGA JUDGE 26/07/2024 COURT: Rightd^ppal^tijiJy exi^ined S) 1/^ |;r---l, ^ ^— ■ e W 1 M. MAGCXIGA JUDGE 26/07/2024 24

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