

TANZANIA / JUDGMENT

lenjeka kisenga vs aron ndowo

2023 tzhc 22623 31 october 2023

COURT
TZHCDECIDED
31 October 2023

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¶ i IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA (MOROGORO SUB-REGISTRY) AT MOROGORO LAND APPEAL NO. 100 OF 2022 (Arising from Land Application No. 49 of 2018, from the District Land and Housing Tribunal for Kiiosa, at Kiiosa) LENJEKA KISENGA ..APPELLANT VERSUS ARON NDOWO RESPONDENT

JUDGMENT

31= ' October, 2023 CHABA,3. This appeal is against the judgment and decree of the District Land and Housing Tribunal for Kiiosa at Kiiosa (the DLHT/Tribunal) in Land Application No. 49 of 2018 dated on July, 2022. At first, the respondent herein, ARON NDOWO (applicant at trial) sued the appellant herein, LENJEKA KISENGA (respondent at trial) for trespassing his farm land located at Matembere, in the Village of Mbigiri within the District of Kiiosa in Morogoro Region. According to the record, the value of the land in dispute was estimated to have a total value of Tanzanian Shillings Eighty Million Only. (TZS. 8,000,000/=). At the end of full trial, the DLHT found that the claims lodged by the respondent, ARON NDOWO against the appellant, LENJEKA KISENGA had merits and subsequently proceed'fd to declare the respondent / applicant as a Page 1 of 20 lawful owner of 100 acres of the farm-land located at Mkwajuni Suburb area within the Village of Mbigiri. On the other hand, the appellant / respondent, was declared a lawful owner of 49 acres of farm-land claimed to have been allocated to him by the Village Council of Mabwegele Village in 2005 which is different from the area owned by the respondent, ARON NDOWO. Further, the trial DLHT condemned the appellant, LENJEKA KISENGA to pay costs of the case and issued a permanent injunction against the appellant and his agents or assignee. To make its judgment and decree precise, and for avoidance of doubt, the trial DLHT described the respondent's suit land by indicating the respective surrounding measurements in-terms of feet, i.e.. Length (feet 560+210+390) and Width (feet 420+70+365); Bordered by: North - Mama Rose (feet 210+390); South - Mbarai Mlonga and Selemani Madumba feet 560) and East side is. Pino Kisenga (feet 420). Aggrieved, the appellant^ LENJEKA KISENGA appealed to this Court armed with six (6) grounds of appeal. He urged this Court to grant the appeal and quash the impugned judgment and decree of the trial DLHT with costs. To his part, the respondeht, ARON NDOWO vehemently resisted the appeal, hehCe the two parties engaged in-a wrangle which resulted in the present appeal. the appellant's grounds of appeal as reflected in the memorandum of appeal filed in this Court on

16'^ August, 2022 read as follows: - Page 2 of 20

1. That, the trial tribunal erred In fact and In law for failure to analyze the evidence available on record henceforth reaching an erroneous decision.
2. That, the trial tribunal erred In fact and In law by ordering that, the appellant herein is the owner of a piece of land measuring 49 acres without giving any description of the said landed property.
3. That, the trial tribunal erred In law and In fact by entertaining the Application No. 49/2018 which did not fully describe the suit land.
4. That, the trial tribunal erred In law and In fact by holding that Mabwegele village Is not recognized by the law.
5. That, the trial tribunal erred In fact and In law by holding that, the respondent Is entitled to 100 acres while the same was not pleaded.
6. That, the trial tribunal erred In fact and In law by showing the boundaries of 100 acres land which held that It belongs to the respondent while the said boundaries were described by the appellant during visit of the locus in quo and the same describe the 49 acres which belong to the appellant. At the hearing of the appeal, both parties consented to argue and dispose of the appeal by way of written submissions. On his part, the appellant was represented by Mr. Hassan Gyunda, learned advocate from Primo Attorneys based in Mbeya Region, while the respondent enjoyed the legal services from Mr. Rashid Kisusi Chacha, also learned advocate from Exclusive Consult based in Dar Es Salaam Region. However/for reasons which will become apparent shortly, I do not intend to reproduce the parties' submissions in support for or against the appellant's Page 3 of 20 grounds of appeal. This is because; while perusing the entire records and upon composing my judgment, I noticed and discovered a serious irregularity in the proceedings of the trial DLHT which bore out the impugned judgment, decree and other orders. In particular, the irregularity touches the jurisdictional issue of the trial Tribunal. It is a trite principle of law that, a point of law, especially the one touching jurisdiction of the Court; can be raised at any stage of the proceedings, even on appeal and it can be raised even by the Court suo motu. This view is based on the fact that the jurisdictional issue is a fundamental one that must be decided before a Court decides any other issues. This principle was enunciated by the Court of Appeal of Tanzania (the CAT) in the case of *Scharif Julius Rukambura vs. Issack Ntwa Mwakajila and Another*, Civil Application No. 3 of 2004, at IV wanza (unreported), following its previous decision in *Fanuel Mantiri Ng'unda vs. Herman Mantiri Ngunda & Two Others* (1995) TLR.
155. Further, it should be noted that, a Court when sitting to compose a verdict and discover rays of serious irregularity in the proceedings touching the issue of jurisdiction, it may decide on it without re-opening the proceedings for inviting the respective parties to address such an issue before the Court. In *Rufhard Julius Rykaniib. yara, v. Issack N. iy!*

wakajila &.Another (.suprg),the Court d interTalia that: - : , , ^ "The question ofjurisdiction is paramount in any cOur" proceedings. It is so fundamentai thatin any trial even ifit ** . " ' I. . ,

- Page 4 of 20., is not raised by the parties at the initial stages, it can be raised and entertained at any other stage of the proceedings in order to ensure that the court is properly vested withjurisdiction to adjudicate the matter before it..." In another case of Angella Amudo vs. The Secretary General of the East African Community, Appeal No.4 of 2014 delivered on the 30'^^ July, 2015, The East African Court of Justice sitting at Arusha, Appellate Division, referred the case of Richard Julius Rukambula (supra) and stated that, basing on the above principle, Abdoolcadet, J., in the Malaysian case of Federal Hotel Sdn. Bhd vs. Natapna! Union of Hotel Bar & Restaurant Workers (1983)1 I^L3 175 at page 178, stated with.sufficient lucidity thus: "...jurisdiction does not originate in the consent of the parties and cannot be established, where it is absent, by such consentor acquiescence. Itis a fundamentalprinciple ^ that no consentor'acquiescence can confer oh a court of' ; C i itribuhai wittt iirhited jurisdiction to act beyond that. jurisdiction, or can estop the consenting Party from subsequently maintaining that such court or tribunal has acted withoutjurisdiction [Essex County Council v. Essex Incorporated Congregational Church Union (at pages 820821 per Lord Reid)j. This principle that jurisdiction cannot be conferred by agreement or estoppel was firmly reiterated recently by the English Court of Appeal in Page 5 of 20 Secretary ofState for Employment v. Globe Elastic Thread Co. Ltd In a decision which was reversed by the House of Lords hut afHrmed on this point." Guided by the above precedents which I fully subscribe to its useful holding, I will discuss the abnormality one after another. The first irregularity is notable through paragraph 3 of the Applicaifon filed by the respondent / applicant one ARON NbOWO before the trial DLHT/Tribunal on December, 2018. It is common ground that, the Application is the instrument which normally institutes proceedings before the DLHT. See Regulation 3 (1) of,the Land disputes,Courts Cthq-District, Land and Housing Tribunal). RegulptionSf 2003 (GN. No. 17,4 of.2003). The instrument takes placp .of the .pleadings (a plai,nt)Lin suits under the^ Civil Procedure Code,[CAP. 33 R.E. 2019](the CPC). Paragraph 3 of the Application at trial purported to comply with , mandatory provisions .of the law which require an application to disclqse^ the addrpss or location of the .suit land as provided under Regulation; 3 (2);(b) of the Government Notice No. 174 of 2003. ,the said regulatipn read: , - : _ : , ■ . "Regulation 3(2) - An application to the Tribunal shall be made In the-form prescribed In the second schedule to .
- : \these R V V The'names and address of the parties involved,- ■ ■ '• ^v Page 6 of 20 c C
- (b) The address of the suit premises or iocation of the iand involved in the dispute to which the appiication reiates".[Emphasis added]. The paragraph however, indicates oniy that, the suit iand is located at Matembere, Mbigiri area at Kilosa District in Morogoro Region and no more. It is further apparent on record that, the respondent herein filed an Application for temporary injunction under a certificate of urgency. In his prayers (both ex- parte and inter-

parties), he reiterated what he averred under paragraph 3 of the Application. On a witness, O. Af-Vi: "Bx-'Parte: :Thatthis honourable Tribunaibe pleased to issuean interim ■ . ,> : InJunction, order lestraining the respondent] herein, his : servants .and/or agent from entering, trespassing, . cultivating, alienating/disposing in any manner whatsoever or otherwise from interfering with the applicant's peaceful possession and ownership of his landed property located at Matembere, Mbigiri area at Kihosa District in Morogoro region pending hearing and determination of the main Application between parties herein". Page 7 of 20 Again, looking at the respondent's (applicant's) final written submissions filed before the trial Tribunal on 16th August, 2021, it read: - "The applicant (respondent herein) In this application Is applying for: L A declaratory order that the Applicant is the lawful owner of the disputed landed property located at Matembere, Mbigiri area at Kihosa District in Morogoro : region[^] and the act of the respondent (applicant herein) In trespassing to the applicants landed property Is unlawful". H. The order for eviction of the respondent (applicant herein) from the suit land / disputed property." [Bold Is mine]. Viewing 'from 'the above extract of the Application for temporary injunction and final submission advanced by the respondent / applicant, ARON NDOWO, it is my finding that, the description of the disputed suit land provided for under paragraph 3 of the Application and the attached / subsequent documents was not sufficient to disclose the disputed suit land. However, it should be noted that, the legal requirement for disclosure of the address or location is not cosmetic. It was intended to inform the (Courts and Tribunals as well, a sufficient description : So as to specify the land in dispute .for, purposes of differentiating it from other pieces of land around the same area. In case, of a surveyed area , or land, mentioning of a plot and block number(s) or. other specifications suffice to meet the need. This is because, ; such particulars are Page 8 of 20 ; k V- ri; , - " capable of identifying specifically the suit land so as to effectively distinguish it from any other land adjacent to it or nearby. Concerning land or area which is un-surveyed and the same is located in rural area / village or urban, specifications of the size(s) of the disputed land, boundaries, neighbours and / or permanent features surrounding the land at issue are very crucial for the purposes of differentiating the land from other parcels of land adjacent to it. This is what Regulation 3(2), (b) of the GN. No. 174 of 2003. (supra) envisaged by the term "Location". Black's Law Dictionary, 9th Edition, / Publishing Company, St Paul, 2009, page 1024 also, defined the word "Location" to mean the specific place or position, of a thing, and in land matters. (Real Estate), it means the designation of the boundaries of a particular piece of land, either on the record or on the land itself. • On a careful scrutiny of the respondent's pleadings, I have formed an opinion - that / In the circumstance, it was inadequate : for the respondent (applicant at trial) to mention only that, the suit land was found in Matembere, Mbigiri Village. My finding is largely based on the fact the entire pleadings of the Respondent (Application filed by Aron Ndowo) does not make the impression that the land in dispute covers the whole area of Matembere In the village of / Mbigiri. ■ ■ r, - ■ ■ "The impression one gets from the parties' pleadings is that the land in dispute is only part of the land forming Mbigiri Village; It was thus necessary for the respondent / applicant to "disclose the size(s) of the land in dispute. Page 9 of 20 details of the boundaries and other permanent

features (if any) surrounding the land in dispute for purposes of identifying it from other parcels of land in the same village. As gleaned from the proceedings trial Tribunal's, the respondent / applicant did not describe the same in his pleadings and even in his testimony before the trial tribunal. On the other side, the appellant herein (respondent at trial) Via his written statement of defence paragraph 5 disputed the facts pertaining to the location of the land in dispute by stating that, the same is situated and located at Matahgahi, Mabwegele Village. He further told the trial Tribunal that; it is the respondent who invaded his farm-land located at Matangani area within Mabwegere Village - plot IV13tembele area in the Village of Mb. i. appellant reply under para, 3 and 7: (i) of the WSD. read: 'V. H. that the content of paragraph 3 of the application is disputed for the land: in Matangani Mapwegere, Ula and not Matembele as alleged by the applicant'. Yes, si. 17. i. chief(s) sworn by Respondent against the applicant:

- i). A declaratory order that the respondent is, of, of Mjeyispignd Japed grocity ipoated-yt i, yiatanganlj: MabvmgereyillagsetS i. lrryrii) fheippiicaiit be evicted and estopped from entering, the said land: property "v. s. ; ; . Page 10 of 20, . S: i: -er 'V' fcsi; jlst 'ss' ^S i S-; < si;? sT I have gone through the proceedings of the trial Tribunal and noticed that, neither, the respondent and his witnesses nor the appellant and his witnesses testified at trial in respect of the boundaries of the suit land. As the records speak, it is clear that the Application before the trial Tribunal did not mention even size(s) of the land in dispute, apart from what I may say, a confusion of the location; of the purported disputed suit land as claimed by both parties. It is said that have been found, situated in two different areas in the villages as well. According to the respondent herein, the land in dispute, is located at Matembe area in the Village of Mbigiri, while the appellant's herein maintained that the same is found and located at Matangani area in the Village of Mabwegere, ; ; , ■
- ' Looking at the respondent / applicant in his testimony in chief before the trial Tribunal; he stated that he was allocated the land in dispute measuring 30 acres by the Village Council of Mbigiri in 1986. When cross-examined by the Counsel for the appellant, he stated that, he is claiming from the appellant / respondent approximately 100 acres and could not remember the size(s) of his shamba both by length and width. In re-examination, he testified; among others that, the other 200 acres were taken by the new village government where Mr. Kamsweke involved to sell his shamba, suit land. - the purpose of reference; and better understanding, I feel compelled to demonstrate what actually transpired at trial, when the respondent herein gave his testimony. If Page 11 of 20 Lr. ^XXD by Mr. Gyunda, Advocate to AW-1; "I was allocated by the village council of Mbigiri 300 acres. I don't know whether the village council may allocate land of 300 acres. The new village government sold the shamba-Mr. Kamsweke sold 200 acres. Currently, remained with approximately 100 acres. I claim 100 acres. I don't remember the size of the shamba length and width. I will show my shamba". [Bold is mine]. However, the above piece of testimony contradicts with the testimony advanced by his witness; AW2 (Hemedi Ibrahim Saium) who was the Chairman at Mbigiri Village for 13 years; His evidence shows

that: ^ "I know the suit land; I was born in the same village. I know it since I was young. The suit land, was within Mbuyuni ' ' • "Kltohgo"! ^ ^ "Mbigiri Village and after division or changes ■ j:; ' ^ df- the 'Vibondcily 'hoW'the'shamba is at

- y. y-yjy- '- ■ y:f0tprigqjiabMbi0rlyllageV[EmphasiS'addedjyyxr: As hinted ■ earlie?'oh, it's tefl the thai proceedings that, there was a confusion on thdSize(s) of the alleged disputed fandT%fieh'M/^ was cross- examined by the assessor) one Bi. Mariam Lila he tbid the trial Tribunal that: - "Maswalikutoka kwa Mjumbe Bi. Mariam LUa; Eneo bishaniwa ni Eka 100, eneo lllilovamiwa nl Eka 43 na eneo IfngitieM^ ■ " -isyr yys 'Page-lZof 29;, ,v , On this facet^ the testimony of the appellant, LENJEKA KISENGA as reflected on the proceedings of the trial Tribunal unyeiled the followings: - "Mimi niHotnba shamba SerikaH ya kijiji cha Mabwegele tangu mwaka 2005, kitongaji cha Matangani. NiHomba shamba fenye ukubwa wa ekari 49 na nimekuwa ■ nikilima tangu mwaka v 2005 hadi 2019. HHi:shamba ' :s , :finapakana na;:Jialinapotpka napakana :na Korpngo, Jua Unapotua yupo MBALAI na SELEMANI. Upande wa kusini yupo SHARIFU, na upande wa kuHa yupo DINO. Kijiji cha Mabwegere kimebadiiishwa jirsa mwaka 2019 kinaitwa Mfuii". [emphasis added]. Seeing from the above •piece of evidence; it is uriCeftain where exactly the disputed lafid is located. In this regard; f am dfconsidered vfe^ that, the applicant's appilicatioh contained insufficient ihforrhatibh for the purposes of identifying the' land i'ri dispute. In law, the importance'of'mailing detailed descriptions of the disputed suit land in resolving land disputes can be emphasized pnd the law has been.coRsistently underscoring such a signifiGance, prder.N/II^RuJje 3 of CPC for exannple/articulates that: v. : , ^'Where the subject matter ofthe suitis immovable \c '■■■^] ^0^ ^QfiY^'ibg"pf^[pi:shaiicdntama'desc^ 0^peft^'siifficieht'd 'ideniify'lt'ahd]' : Page 13-of2Qv; . ' : fitdp&iiy^affByidehtifi^d by a We numbervrider the Land Registration Act the plaintshallspecify such title number". [Boid is mine]. Having revisited the guiding provision of the law, it is my considered view that, Regulation 3(2)(b) of the Government Notice Mo. 174 of 2003 should be interpreted to mean what is envisaged under Order VII, Rule 3 of the CPC, so as to shun away with the surrounding confusion and uncertainty revolving around the matter at hand. In particular, the legal requirements highlighted above was mtendedrfprthe purposes qf giving an authentic.identifiGad^^ land in. dispute ^O'.as;to-afford; the .Coqrts and Tribunals^ makei'Certain^and exeGLitableorders;,, ... r '• ■ Flbwing^ from the dbove discussion, it foilows therefore thatv. where the deCcftions of the land in dispute Is'Ohcertain, innp'proper'and ambigubus/ it is obvious that/it Will not be possible for the Gourts/Tribuhals to rhake any definite order^and even executd-it^SmOOthlytfSee'v Rairiadhen^^Onie]^ Humiji asid 58 Others'ws'i -Aneth Paulina NkSnda and Another, HCT - Land Case No. 99 of 2d:13..a.t [j^sm-.and WPJia5Ti.:Ninyarripl ¥S;,yQhana,,Anansa^^H^ Case Appeal.Nq.:41;of-2016 at Tabqra fboth .unreprrtecl].. ^ , . . o h; ; , the legal principle, it cannot be argued that in the circumstance of thisease) the^ fespondent y applicant followed the-repdirements of#iedaw prepardduri# drew;the Aioplteation ahdefte^ards lodged^the sameiat the'trial' Tribuna I' ■ buU-in'the- bfan Icetr'descri ptionS asserting ^that- the land- i n "v;'. } : r - }P:'r'. ; .Page,14 0^20 :.;o ; - o.-: h disput^^'was • loicMe^ area in 'the Ville^e of

Mbi[^]iri' withih tbd biStriCt'df'KilOSa[^]:- v;-: ■ ■: Besides, I had ample time to read and passing through the Government Notes No« 537 dated 19[^] Ju'y, 2019 which is called [^]Amri ya Mgawanyo wa.J[^]aeneo ya Utawala katHo Serfkali za Mitaa (Mamiaka za WiSaya) S[^]waka 2019j The reason why T have decided revisit this GN.;No. 537, it is due td the fadt that, lt not merely of some importarice but is of fundamental importance, that, justice .should not only be don?,,, but should.,m?nifestly and undoubtedly be seouto be done.,In.that;GN,, No= 537 dat[^]d JmIY' L.foun,dvheU:b?t[^]ap,;grea;ilmp][^],[^]as,.;>;Matorob Ga'lled;Mabwegere. This.G[^] shovvsthat[^] f[^]'bigiri Viliageds.found in ,thedist under item No. 20 which comprises,of the.following four areas[^],[^][^] VitpRgpji;/SUB,U:rbs: ; : .v . -.y VLV[^]i.yf:' y;- TuwatOgawep<id4!:- Wi[^]byuff[^] ;;;y On the other hand, the appellant's claim involves an area measured at; 49 acres of farm-land and according to the GN. No, 537 it falls under item No. 29. Mfulu Village where the following vitongoji / suburbs exists: '[^]139. Ghalanl[^] 140. Kambinif 141. Kwa Kibmdu[^] 142. Ngoisani, 143. NdaganSf 144. Matangini and 145. j-y- :V,r-. -■ ■Vvv-, .r-v; page 15 of 20 From tl[^]e-above finding, truly the respondent's application, the parties' pleadings as a . whole and the evidence on records, do not offer clear descriptions of the disputed suit land sufficiently to identify its location so as to state certainly that, the trial DLHT effectively resolved the controversy between the parties. In my unfeigned view, the application lodged by the respondent / applicant before the trial Tribunal was thus incompetent for uncertainty of the subject-matter. The 'nexti qu[^]Stion to bd considered by this 'Gourt is; what are the cbhsequehGes on failure to describe the disputed suit land. Before directing my mibd Oh That-question; I'find it apt Tomighlight a crueiaTpoiht onrth[^][^]decisibn made by thertrial Ghairpersbn."At page 6: of the typed cbpy- of judgment, the trial GhairpersOn when analyzing and summing up the evidence adduced by the parties;atrtrial,destatedrthatr[^].. : v - v,;; \ >:[^][^]Kw3n2akabisa'mi[^]mka'Wa[^]ikuWa'maGtnbi'h[^]yay[^] "V -f fifV -"i V': f'-e-S'U hv '■ ■ ■':S''MeiaWIMfnbi'anieiamkwa[^]kuwam ' 'r' " ::v \ ■ '[h lawlmbwaiwa[^]ekarf[^]100Jililopa kitangaJr eha[^]M - : :T MblgJri, lenye vipimo vya hatua za miguu urefu hatua za mipuu 560-i-70+36S) na upana (hatua za miguu 420 +390} na mipaka yake ikiwa kaskazini-hatua za miguu 210+390-Mania Rose, Kusim'-hatua za miguu 560 Smapakana na Mbarai Page 16 of 20. -[^]Vu. MIonga na SelemasiiMadunda, Mashariki-Hatua za miguu 420iinapakana na Dino Kisenga." [Emphasize added]. From the above excerpt of the judgment and decree of the trial DLHT, it is so astonishing that though the lengths and widths were mentioned by the trial Chairperson in the inhpuhed judgment, But such pieces of evidence are not backed up by the proceedings. This is because, neither the respondent herein nor his witnesses mentioned the boundaries and the neighbours during the hearing,;:[^]ai;n,[^] the,, Court's record, us silentv pm where.;the ..above rneas[^]rerifjen[^]s .vy-ere; pbta[^][^] erjdtv/hen,.; In-i;nyusGrutiny.;pf theTriaJ-recqrd[^]> I npticed -thaf even though,staking;and ; reGprding[^][^] proceedings[^] began .on 28/Q[^]/2Ql;9 aop:Gontinued,;,up>to 7/[^] the testimony.pf [ysilyr.AW[^] on 1[^]/Q[^]/2Q20 followed.by ;his-.vvitnesse5[^] documentary evidences[^] end.thereafter the testimony pf the;[^]ltW3<i,tEMK[^] kJSEN[^] and; his,:Witne[^]ses;; This-means thaf.any records,tpKep epP;recorded frorn,28/02/2019,up to 7/5/2020, \yereeithepfdiscarded bythptrjaj: Tribunal er O0un|edras;ajnr;use[^][^] u. f-;.; r? 'U -t. T[^]say'siT'bedauseTmy readihg of the-'pfoceedings[^][^] the-tl-iaP Tribunal revealed that,

neither there; Was a tepbrt ihthe ease-file ^shdwing that/tHe ^ttial Tdbdhafvisited the dap,
hbr'any cOmiihs!lt(Js) WaS^ in ade-^ (Ihairpdt^bh^af least Indicatih'g^to that effect/
Tven'ufibhe cduldi dssUfhethat, ./<xit/5in'quo, yet such assumption would not serve any

- .-vy v;- , r>;. .s;e - ^rrv ::'i.-:P^gei7of20 purpose if the land in dispute wouldn't properly
 identified before moving to the said locus in quo. Additionally, it would be also hopeless for
 the Tribunal to visit the iocus in quo without firstly framing the controlling issues and
 hearing the evidence from both sides on merits. With the above analysis, the irregularity
 that I have endeavored to deliberate hefeip^above/ Vitiates the iarbceedings bf the Trial
 Tribunal and the verdicts-reached 'ThefebnT TIad the ■trial T^ being' ^able TP spot the
 iffequlafity' ndticed bf this^GPurt-arid perhaps considered it oh merits," pdSsibiy could not
 ehertained the respondent's application.Iam sure would have ended to strlke;gutTI;ie
 ajDRliGatipn.fQr^want of ,prqRor descnptipns and^certajnty.: - ^vT rruTn The
 ■finah^vent/'-I-mave •decided'TO'^ ^ e^ rtiy-reviSfOna! - powers bestowed "UpOff 'me'uhdOr
 section 43 •(!)' (b), and (2) Of The Land -DiSiDuteS Gouitsv^et [CAPT21&Tt;E;\20i9], and
 ^proceed to nullify the entire-^ OftheTfiat-DistfitT'Larid and^Housihg Tfibuhatfor'Kilosa, at
 KiloSa-arid set the' impugr^ed judgmehtf decree and' any- othef orders, emanated^ t^ ^ ^
 Hower,r{I;;;refrsin Tnoni awardingrCQ^TO:The,parti|[S;bocau^;.thq issue,pf junsdiction
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 pair-bf asSssSoi-s:- FOi\Voidar^ee Of doubtsy the institution y . Page 18 of, 20 ■If rfrfi;
 ypry;; y.:;y P: ■: '''''. ^u-. vae of a fresh application before the District Land and Housing
 Tribunal is subject Ci --i-y Hi o; ■ w'ff- ii"-\,l- to the fulfilment of the current mandatory
 requirement enshrined in The Written Laws (Miscellaneous Amendments) (No, 3) Act, 2021,
 GN, No. 41 Vol. 102 published on 11/10/2021. It is so ordered. DATED at MOROGORO this
 Sl^ day of October, 2023. AO r -") Tr- -iJ.C; f . i' m so -rj o"-; // '3^JM/2023 DATfD HGI10GORO
 tiT; G- oov otAGicbcK, 2021 'i-' Page 3.9 of,20 CoyrtJ Judgement delivered under my Hand
 and Sea! of this Court in ChamberV this 31^ day of October; 2023 in the absence of both the
 Appellant and the Respondent. L. B. Lyal^ana 'Mgwrmmmm:., c:k: 3!:uU";De(31'-- d:-v M
 CO-3 ApDcJar-t. guu dx' Rights of the parties to appeal to the CAi fuiiy expiained. L. B.. ■
 V.'X"«"v 'G.;-; L B. 0/^ / -A ?■ AilA,. 7^/ / '9 ^ASGBBEPUTY fREGISTRAR. / A -yn \pB'i ■' y lai
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