

TANZANIA / JUDGMENT

SETTLEMENT AGREEMENT LODHIA PLASTIC INDUSTRIES LIMITED VS JAMTA CONSTRUCTION INVESTMENT T LIMITED

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TANZLIIDECIDED
31 March 2025

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IN THE HIGH COURT OF TANZANIA DAR ES SALAAM SUB REGISTRY AT DAR ES SALAAM CIVIL
CASE NO. 8210 OF 2024 LODHIA PLASTIC INDUSTRIES LIMITED PLAINTIFF
VERSUS JAMTA CONSTRUCTION INVESTMENT (T) LIMITED DEFENDANT CONSENT
JUDGEMENT 17th & 17th October 2024 MWANGA. J, This is a consent judgment. It arose from a
settlement deed entered and agreed upon between the parties in this suit signed on 10th October

2023. The settlement resulted from a suit filed by the Plaintiff in Court on 16th April 2024,
seeking that this Court enter judgment and decree against the Defendant as follows;

- (a) An order that the Defendant is in breach of terms of the contract.
- (b) An order for payment of Tanzania Shillings Five Hundred Thirty Million, Three Hundred Sixty – one Thousand Five Hundred Sixty- three and Eight Cent, (TZS. 530, 1 361,563.80) being the outstanding amount for materials supplied to the Defendant.
- (c) An order for payment of 20% interest of the claimed outstanding amount under paragraph (b) above from the date of default to the date of Judgment.
- (d) An order for payment of 14% interest per annum from the date of judgment to the date of full satisfaction with the decretal amount.
- (e) An order for payment of general damages per the Court's assessment.
- (f) Cost of this suit.
- (g) Any other relief this honorable court may deem fit to grant. On the 17th of October 2024, the counsels representing parties in this suit informed the court that they had settled the whole dispute amicably, an act which was followed by filing the Deed of Settlement on the date above. When both counsels appeared in court on the date mentioned above, they pleaded for such a Deed of settlement to be reduced into the consent judgment and to form part of the decree of this court. 2 Considering the terms and conditions outlined in the Deed of settlement, through mediation, the parties, having consented to settle this case, now agree as follows;

- i. The Defendant has agreed to pay the plaintiff the principal amount to the tune of Tanzania Shillings Five Hundred Million, Three Hundred Sixty-one Thousand Five Hundred Sixty-three and Eight Cent (TZS. 500,361,563.80/=) as an outstanding balance because thirty million (TZS. 30,000,000/=) which was claimed by the plaintiff has already been paid by the Defendant before the signing of Settlement Agreement. ii. Each party shall bear his own costs for the suit as shown accordingly. iii. The agreed amount stated in one (1) above shall be paid as follows;
- i. The Defendant claims from RUWASA the sum of TZS. 1,123,556,000/= (One billion one hundred twenty-three million five hundred fifty-six thousand) based on the ongoing project contract No. AE-102/2021-2022 KGR/W/53, where Defendant had already raised a certificate of the claim of the same amount above. 3 ii. That parties agreed that the sum of (TZS. 500,361,563.80) Tanzania Shillings five hundred million, three hundred six three and eight cents of which Plaintiff claims from Defendant shall be paid directly to the Plaintiff Bank Account from RUWASA. The remaining outstanding amount of (TZS. 623,194,436.2) Six hundred twenty-three million one hundred ninety-four thousand four hundred thirty-six and two cents will be paid to the Defendant. iii. The parties agreed that the principal sum to be paid by Defendant to Plaintiff herein above in one (1) will be paid by Defendant but shall not exceed the 31st day of March 2025. iv. That parties agreed from the date of signing of this Settlement Agreement that Defendant would start making several payments in installments of Plaintiff before 31st March, 20025 as a sign of goodwill; failure to pay these installments will be marked as a default.
- v. All payments to be made through the following account: BANK NAME: CRDB BANK BRANCH: ARUSHA ACCOUNT NAME: LODHIA PLASTICS INDUSTRIES LIMITED ACCOUNT NUMBER: 0150599483000 4 SWIFT CODE: CORUTZTZ vi. Once filed and recorded in court, this settlement agreement shall constitute a Judgment and Decree. vii. Parties have agreed that there shall be no execution of this Settlement Agreement until 31st March 2025. viii. All matters relating to this Settlement Agreement shall fall under the jurisdiction of Tanzanian courts and be dealt with per Tanzanian laws. iv. That the parties have agreed to move the court to enter and record the following consent order:
- i. That Defendant shall pay Plaintiff the Principal amount to the tune of (TZS. 500,361,563.80) Tanzania shillings five hundred million, three hundred sixty-one thousand five hundred sixty-three and eighty cents according to the mode agreed in one (1) above. ii. The Settlement must be recorded as a full and final Settlement of this particular claim between the parties. iii. This settlement should be recorded in court as a consent judgment and decree of the court. iv. After signing this Settlement Agreement and fulfilling the terms, neither party will have any further recourse on the 5 matter, nor will they proceed with any other action. However, this will not bar any action if the parties do not honor this Settlement Agreement's terms and conditions.

- v. The parties agree to act in good faith in relation to the performance of each party's obligations under this Settlement Agreement. The parties have further agreed that, in the event of the Defendant's default in paying the claimed amount within the agreed time frame, the plaintiff shall, without notice, proceed with the execution of the Consent Judgment and Decree of the Court as shall be drawn. The preceding is hereby entered accordingly to form part of this consent judgment and decree. More occasionally, it has been emphasized in the case of Motor Vessel Sepideh and Another Versus Yusuph Mohamed Yusuph and Two Others, Civil Application No. 237 of 2013 (CAT-Unreported) that where there is a lawful agreement or compromise, the court is bound to record the settlement once the parties reach it. In light of the above preceding, this suit is marked settled to the extent of the consent settlement order reached by the parties per the terms and conditions. 6 Order accordingly. H. R. MWANGA JUDGE 17/10/2024 COURT: The Consent Judgment was delivered in Chambers this 10th day of October 2024, in the presence of Ms. Daines Simkoko, learned Advocate for the Plaintiff, and in the absence of the Defendant. H. R. MWANGA JUDGE 17/10/2024 7

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CASE PAGE	https://chat.esheria.ai/case-law/tanzania/lodhia-plastic-industries-limited-v-jamta-construction-investment-t-limited-SettlementAgreement-tanzlii-2025--6a3ea5243b1caa9129819df5

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