

TANZANIA / JUDGMENT

LAND CASE BHOKE SELEMAN

COURT
TANZLIIDECIDED
18 December 2024

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IN THE HIGH COURT OF TANZANIA MUSOMA SUB REGISTRY AT MUSOMA LAND CASE NO. 10 OF 2021 REFERENCE NUMBER 20211027000380001 BHOKE SELEMAN AND 21 OTHERS..... PLAINTIFFS VERSUS TANZANIA NATIONAL ROADS AGENCY (TANROADS)..... 1st DEFENDANT HONORABLE ATTORNEY GENERAL..... 2nd DEFENDANT COMMISSIONER FOR LANDS..... 3rd DEFENDANT CONSENT JUDGMENT 18th & 18th December, 2024 M, L. KO MBA, J.: This is a consent judgment arising from a mutually agreed settlement by all parties named above. Primarily, plaintiffs sued defendants for their intention of demolishing landed properties owned by plaintiffs and 30 days' notice were issued to facilitate that intention. Prior to expiration of the said notice, plaintiffs whose name are attached to this judgment knocked the door of this court asking for the following reliefs; Page 1 of 4

1. That honorable court enter judgment in favour of the plaintiffs and declare the plaintiffs are lawful owners of plots in dispute and thus it is not a road reserve
2. That honorable court declare the intended demolition without any compensation is unlawful and unjust.
3. That honorable court grant permanent injunction against defendants and their agents thereof.
4. In alternative without prejudice to the foregoing, condemn and order the 3rd respondent to promptly compensate the plaintiffs at market level.
5. That honorable court grant general damage.
6. That honorable court grant costs of the suit.
7. Any other reliefs deemed fit and just to grant. A short historical background goes like this; plaintiffs own different plots of various size in different blocks along Tarime-Nata Road where it was alleged that properties of plaintiffs were found in road reserve. The said plots were allocated by the third defendant being responsible authority for allocation of land. However, on 25 June 2021 the first defendant served the thirty days' notice to plaintiffs requiring them to demolish their respective properties as listed in plaint at their own costs without due procedure and compensation, failure to comply with the order, plaintiffs were

notified that forceful demolition will be done by the Authorities. Page 2 of 4 When the plaintiff's case was closed, State Attorney prayed for time so that parties can settle out of court prayer which was granted. Today when parties appear before me, Senior State Attorney Ms. Neema Mwaipyana, who represented defendants, informed this court that parties agree to solve their dispute by filing deed of settlement binding by the terms 1-12. All plaintiffs appeared in person Mr. David Mwita Muroi the 10th plaintiff, submitted on their behalf that they support submission of State Attorney that parties have signed deed of settlement and they have waived costs when the suit marked settled. As picked from the 1st article of the deed of settlement, the exhausted improvement at the disputed area as will be identified by the 1st defendant as road reserve, will be compensated basing on current legal regime on compensation and that; demolition of identified landed property shall be done by plaintiffs after full compensation. Further, both parties agree that the claims be dealt with as per deed of settlement and consent judgement be issued and will bind parties. So far judiciary is encouraging amicable settlement of disputes, I accept the deed of settlement signed by all parties and filed in this court. Parties are bound by the terms as stipulated in the deed specifically Item 9 of the deed of settlement. Page 3 of 4 As parties agreed, Land Case No. 10 of 2021 is hereby marked settled as per agreed terms herein recorded and as the parties agreed terms as indicated in Deed of Settlement which is signed by the parties and filed in this court. The deed filed constitute the judgment and decree of this court. Each part shall bear its own costs. UK M. L. KOMBA Judge 18 December, 2024 Page 4 of 4

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CASE PAGE <https://chat.esheria.ai/case-law/tanzania/roadreserve-tanzlii-2024>

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