

TANZANIA / JUDGMENT

SANGVI

COURT
TANZLIIDECIDED
6 November 2024

Source: media.tanzlii.org · Research copy typeset by Esheria. Not court-issued or certified.

IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA (COMMERCIAL DIVISION) AT DAR ES SALAAM COMMERCIAL CASE NO. 10251 OF 2024 SANGHVI METAL CORPORATION.....PLAINTIFF VERSUS TECH-BOARD COMPANY LIMITED1ST DEFENDANT DANIEL MAGESA.....2ND DEFENDANT

CONSENT JUDGEMENT Date of last order: 30.10.2024 Date of Judgement: 08.11.2024 AGATHO, J.:

This consent judgement arises from deed of settlement dully signed by the Plaintiff and the Defendant which was presented for filing in this court on 6th November, 2024. It is worthy to state briefly the parties' relationship and services rendered. The Plaintiff, SANGHVI CORPORATION LIMITED, and the Defendants, TECH-BOARD COMPANY LIMITED AND DANIEL MAGESA, entered a contractual relationship whereby the Plaintiff was engaged to supply goods to the Defendants. 1 During their business relationship, the Plaintiff filed Commercial Case No. 10251 of 2024 before this Court, against the Defendants claiming among other things for payment of USD 138,228.30 being specific damage, (b) Payment of USD 20,000 being following up costs from India to Tanzania and Accommodation costs (c) payment of general damages to the tune of USD 100.000 (d) interest at the Court rate from the date of filling this suit to the date of full payment (e) a costs of this suit and (f) any other reliefs this Honorable Court shall deem fit and just to grant. Following negotiations the Parties successfully reached an amicable settlement of their dispute. And on 6th November, 2024 they filed their deed of settlement in court. They prayed that the deed of settlement be recorded as a decree of the Court capable of being executed in accordance with the laws of the land. The court has gone through the deed of settlement dated 6th November, 2024 and in terms of Order XXIII Rule 3 of the Civil Procedure Code [Cap 33 R.E. 2019], and Rule 2 (2) of the High Court (Commercial Division) Procedure Rules, 2012 as amended in 2019. It is satisfied that the same was mutually consented. 2 In the view of the above, the deed of settlement is hereby recorded and adopted to form part of consent judgment as prayed by the parties on the following orders: 1.That upon negotiation, the parties herein agree that the 1st and 2nd Defendants shall pay the Plaintiff an amount of USD. 80,000 being the whole amount as per the claims stated above.

2. That the said amount shall be paid within a period of One year and the same shall be paid quarterly, each installment being an amount of USD 20,000. The first installment shall be paid on or before 30th January, 2025, the second installment shall be paid on or before 30th April, 2025, the third installment shall be paid on or before 30 th July, 2025 and last installment shall be paid on or before 30th October, 2025.
3. That the Plaintiff and Defendants agree that the money payable to the Plaintiff shall be paid through the following bank details of the Plaintiff: Account Name; SANGHVI METAL CORPORATION Bank name: KOTAK MAHINDRA BANK Bank address: UNIT NO.5/5A, 6,7,8, "MANAJI RUJUJI BUILDING", C.S 3 NO. 164, SVP ROAD, OPP. GOL DEOL, MUMBAI - 400 004 Account number: 9749273874 SWIFT CODE: KKBKINBB
4. That the Plaintiff and the Defendants have also agreed that if the 1st and 2nd Defendants default to pay the agreeable sum as per the terms and conditions as agreed upon in this agreement the Plaintiff shall have the right to execute the agreeable amount in this settlement.
5. That the Plaintiff and the 1st and 2nd defendants do hereby agree to settle the matter amicably and the Plaintiff agrees that they will no longer have any claim against the 1st and 2nd Defendants upon completion of fulfilling of terms as agreed by parties in this settlement.
6. That the terms and conditions of this Deed of Settlement which shall take effect from the date it is signed by both parties, shall be binding upon them.
7. That immediately after the signing of this Settlement Deed, counsels for the Parties be and are hereby instructed to file the same in the relevant court for the purpose of forming part and 4 parcel of the record of the court.
8. That upon successful completion or fulfillment or performance of the terms and conditions set forth herein, the parties shall revert to their original positions that prevailed prior to the institution of the case.
9. That for the purpose of this agreement, the default to pay the agreeable includes failure to pay a single installment within time and such default shall give the Plaintiff the Right to claim for the agreeable amount.
10. That parties agrees herein that in case of any default, the Plaintiff shall execute the remaining balance plus 25% of the said unpaid amount thereto. By this consent decision, therefore, this court hereby declare that parties hereabove have resolved their dispute and this suit is marked settled on the compromise of the parties, as evidenced by the terms agreed under the said deed of settlement. For the reasons aforesaid the deed of settlement signed by the parties and filed in this court constitute the judgment and decree of this court. It is so ordered. DATED at DAR ES SALAAM this 8th Day of November 2024. U. J. AGATHO JUDGE 08/11/2024 Court: Judgment delivered by Hon. Joyce Minde, Deputy Registrar, today this 8th November 2024 in the presence of the parties U. J. AGATHO JUDGE 08/11/2024 6

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE https://media.tanzlii.org/media/judgment/323726/source_file/06c4adaf11328893/SANGVI.pdf

CASE PAGE <https://chat.esheria.ai/case-law/tanzania/sanghvi-metal-corporation-settlement-tanzlii-2024--6a3ea5243b1caa9129819fea>

Prepared on 13 October 2026 · Esheria