

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
IN THE DISTRICT REGISTRY OF SHINYANGA**

AT SHINYANGA

LAND CASE NO. 6 OF 2018

AZIZA YUSUPH KISESA.....1ST PLAINTIFF
ELIAS SOSPETER MATONDO.....2ND PLAINTIFF
DEOSCORY ARISERI MSOMA.....3RD PLAINTIFF
JAMES MACHENI MACHANYA.....4TH PLAINTIFF
DEFETI KAMAGE MBALILA.....5TH PLAINTIFF
AND THIRTY FOUR [34] OTHERSLIST APPENDEND

VERSUS

TANZANIA NATIONAL ROAD AGENCY (TANROADS).....1ST DEFENDANT
SHINYANGA MUNICIPAL COUNCIL.....2ND DEFENDANT
PRINCIPAL SECRETARY, MINISTY OF WORKS.....3RD DEFENDANT
HONOURABLE ATTORNEY GENERAL.....4TH DEFENDANT

RULING

Date of Ruling: 18. 12. 2018

Ebrahim, J.:

Indeed the verification clause in respect of the plaint filed by the plaintiffs in Land Case No. 6/2018 is defective as paragraphs 4, 5, 6, 7, and 15 have not been verified in terms of **Order 6 Rule 15 (1) and (2) of the Cap 33, RE 2002**. Counsel for the plaintiff prays for amendment **under Order 6 Rule 17 of the CPC**. Mr. Lwenge challenges the prayer on the pretext that once there is a defective verification clause, there is no plaint in terms ca of **Order 6 Rule 15 (1) of the CPC**. Hence the same should be struck out. I hasten to agree with Mr. Lwenge on the reason that amendment of

pleadings presupposes that what is before the court is competent and the court can proceed to determine the matter. The law has put it mandatory that a pleading must be verified. My reading of the respective law together with Order IV Rule 2 of the CPC plaintiff to be in compliance with **Order VI of Cap 33.**

I am therefore requires a of the considered view that you cannot amend a pleading that is not competent before the court. That being said, since it is as good as the plaintiff has no verification clause, the same is not capable of amendment.

I accordingly proceed to struck it out. Since the defect has been raised by the court, I give no order as to costs.

