

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
(IN THE DISTRICT REGISTRY OF ARUSHA)
AT ARUSHA
LAND CASE NO. 50 OF 2015**

**TANZANIA PLANTATIONS LIMITED..... PLAINTIFF
VERSUS
HON. MINISTER FOR LANDS, HOUSING AND
HUMAN SETTLEMENTS DEVELOPMENT.....1ST DEFENDANT
THE HON. ATTORNEY GENERAL.....2ND DEFENDANT**

CONSENT JUDGMENT

22/07/2020 & 22/07/2020

M. R. GWAE, J

This is a consent judgment which emanates from mutually acceptable settlement by the parties. Initially the plaintiff, Tanzania Plantations Limited instituted this suit in this court on the 9th day of October 2015 against the defendants namely; Minister for Lands, Housing and Human Settlements Development and the Attorney General claiming for the following reliefs;

1. Declaration that, the purported revocations of the Right of Occupancies in respect Certificate of Titles No. N.P. 304, 305-Land Registry Moshi and CT No. 8374-Moshi were unlawful or otherwise illegal
2. A declaration that the plaintiff is the lawful owner of the suit lands mentioned above



3. A declaration that the plaintiff is the lawful owner of the 660.20 acres situate at Karangai, Nduriuma-Arusha
4. An order directing the Assistant Registrar of Titles –Moshi Registry, to rectify the Land Register to confirm to the judgment and decree of the court in terms of the reliefs sought in item 1 above
5. An order for a permanent restraining the defendants whether by themselves or either of them, their agents, employees, any person or group of persons claiming interest under either of the defendants from expropriating, revoking, entering into, or otherwise interfering with the plaintiff's possession and use of the lands without due process of the law
6. An order against the defendants for payment of general damages to be assessed by the court
7. In the alternative to the reliefs above , an order compelling the defendants to compensate the plaintiff fairly and promptly a sum of Tshs.62,047,852.749/= being compensation value of the lands aforementioned
8. Interest on the compensation sum at the commercial bank fixed deposit rate of 25 % per annum from the date of filing this suit to the date of judgment
9. Interest on the decretal amount at the rate of 7 % per annum from the date of judgment to the date of final payment and satisfaction of decree in full
10. Costs of the suit



11. Any other relief as this court may deem just to grant

The plaintiff's case, under representation of **Mr. Alute Mughwai** assisted by Mr. **D' Souza**, both the learned counsel, was concluded on 20th day March 2009 by the trial predecessor (**Maige, J**), however immediately thereafter, the defendants through their representatives, **Mr. P. Lukosi**, the learned Principal State Attorney assisted by **Mr. Chang'a** (SSA) sought an indulgence of the court for an adjournment of the defence as there was a possibility of arriving at mutually acceptable settlement followed by various prayers of adjournments by the parties with the same view of settling the matter out of the court.

Considering the mandate bestowed to this court under Article 107A (2) (d) of our Constitution, 1977 as amended from time to time, this court used to regularly grant leave for the sought adjournments and luckily on the 21st day of July 2020, the parties' deed of settlement was filed followed by oral submissions by the parties' counsel to have their mutual agreements recorded.

Considering the parties' Deed of Settlement which is hereby adopted to form part of the court's proceedings and oral submissions by the parties' advocates, now therefore, I hereby make the following orders;

1. That, the parties are bound with the terms and conditions of the Deed of Settlement dully filed and subsequently adopted by this court.
2. That, Government of the United Republic of Tanzania duly represented by the defendants, after deductions agreed by the



plaintiff as per the deed of settlement, shall pay the plaintiff the sum of Tanzania shillings five Billion seven hundred million only (say **Tshs. 5, 700, 000, 000/=**) being compensation for the unexhausted improvements, revocations and acquisition in respect of farm measuring 43. 5 acres with **C.T** No. 13512 which is part of the acquired lands in the plaintiff's prayer 1.

3. That, the payment of compensation as per item 2 above is payable in favour of the plaintiff into two instalments notably, the 1st installment ('down payment') at the rate of 50 % of the agreed compensation sum which is equal to Tshs. 2,850,000,000/= shall be paid within six (6) months from the date of this consent judgment and the remaining sum (final payment) in the sum of Tshs. 2,850, 000,000/=shall be paid after lapse of the first six months.
4. That, the defendants are at liberty to vary the payment schedule herein by shortening the payment period stipulated in item 3 above provided that the agreed sum is paid within twelve (12) months from the date of this judgment
5. That, the payment of compensation shall be made without any deductions or subsequent impositions of corporate tax onto the plaintiff and in the event defendants fail to obtain tax exemptions the defendants shall indemnify the plaintiff
6. That, upon payment of down payment herein, the plaintiff shall give vacant possession and hand over all arable lands together with




their unexhausted improvements to the defendants in writing within **thirty (30)** days from the date of such payment.

7. That, in the event, the defendants fail to effect payment as stipulated herein above, the plaintiff shall be entitled to an interest of seven percent **(7 %)** per annum from the date of default
8. That, the plaintiff shall have no right to file an application for execution of her decree against the defendants unless and until an expiry of one **(1)** year from the date of payment of last the installment.
9. That, each party shall bear her own costs
10. That, the defendants shall not dispute the lawfulness of the subdivisions of the land held under **C.T** 5189-Moshi Registry and dispositions thereof from the plaintiff to third parties .
11. That, following the court's orders made in item 1 to 10 above read together with other terms and conditions contained in the deed of settlement which shall form a decree of the court capable of being executed, this suit is consequently marked as settled

It is so ordered.




M.R. GWAE
JUDGE
22/07/2020