

**IN THE HIGH COURT OF TANZANIA**

**IN THE DISTRICT REGISTRY**

**AT MWANZA**

**MISC CIVIL APPLICATION NO 124 OF 2020**

(Arising from DC. Misc. Civil Application No. 20 of 2020)

**ELIZABETH SIMON BONGO .....1<sup>ST</sup> APPLICANT**

**AFRA MGOMA DOMINIKI .....2<sup>ND</sup> APPLICANT**

**JOSEPHINA COSTANTINE ..... 3<sup>RD</sup> APPLICANT**

**VERSUS**

**BEJOMAKI FINANCIAL SERVICES .....RESPONDENT**

**EXPARTE RULING**

**26/02 & 13/04/2021**

**RUMANYIKA, J.**

The application for extension of time, within which, with respect to the ruling and orders dated 23/4/2020 of Nyamagana district court (the DC) Elizabeth Simon Bongo, Afra Mgoma Dominiki and Josephina Costantine (the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> applicants) respectively to lodge an appeal it is brought under Section 25 (1) (b) of The Magistrate's Court Act Cap 11 RE. 2019. It is supported by affidavit of Elizabeth Simon Bongo whose

contents essentially through the 3<sup>rd</sup> applicant they adopted during the hearing on 26/2/2021.

It is also worth noted here that when the application was called on for hearing, though pursuant to my order of 10/2/2021 served, the respondents did not appear it is for that reason that their appearance was dispensed with on 26/2/2021 hence the ex parte ruling. However, the applicants were through mobile No. 0753 446 211 heard by way of audio teleconferencing.

On such behalf but unusually briefly, the 3<sup>rd</sup> respondent submitted that they adopt contents of the supporting affidavit. That is all.

The issue is whether the applicants have assigned a sufficient ground for extension of time.

It is very unfortunate that improperly though but tirelessly, the applicants had spent much time forward and back ward on court veranda such that end of the day they were time barred. In other words therefore, the technical delay constituted a sufficient ground for extension of time whether or not the applicants never accounted for each day of the delay it is immaterial.

Moreover, but without prejudice to the foregoing having had gone twice and thrice through it, on the face of it the copy of the impugned judgment did not reflect terms and conditions of the alleged breached loan agreement so much so that no appeal court would now examine its legality, scope, sanctity or forcibility if at all of the contract suffices the point of illegality to dispose of the application.

The application is granted with costs. It is accordingly ordered.

Right of appeal explained.

**S. M. RUMANYIKA**

**JUDGE**

**05/04/2021**

The ruling is delivered under my hand and seal of the court in chambers this 13<sup>th</sup> April, 2021 in the absence of the parties.



**S. M. RUMANYIKA**

**JUDGE**

**13/04/2021**