

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA**

**IN THE DISTRICT REGISTRY OF ARUSHA**

**AT ARUSHA**

**MISC. CIVIL CAUSE NO 17 OF 2018**

**IN THE MATTER OF THE COMPANIES ACT, [CAP. 212 R.E 2002]**

**IN THE MATTER OF MOYO HILL CAMSITE AND CULTURAL SAFARIS  
LIMITED**

**AND**

**IN THE MATTER OF APPLICATION FOR ORDERS ON GROUND OF  
UNFAIR PREJUDICE BY**

**WILLIAM MOYO AKO..... PETITIONER**

**VERSUS**

**JULIUS DOSLA SARMET.....1<sup>ST</sup> RESPONDENT**

**MOYO HILL CAMPSITE AND**

**CULTURAL SAFARIS LTD.....2<sup>ND</sup> RESPONDENT**

**CENTER FOR WILDLIFE MANAGEMENT STUDIES**

**TANZANIA LTD ..... 3<sup>RD</sup> RESPONDENT**

### **CONSENT JUDGMENT**

Date of Last Order: 19/5/2021

Date of Judgment: 19/5/2021

**ROBERT, J:-**

The Petitioner, William Moyo Ako, a shareholder in the 2<sup>nd</sup> Respondent MOYO HILL CAMPSITE AND CULTURAL SAFARIS LTD, filed this petition against the Respondents under section 233 (1) and (3) (a) and (b) of the Companies Act, Cap. 212 R.E 2002 claiming that the 2<sup>nd</sup>

Respondent has been steered in a manner which is unfairly prejudicial to the interests of the petitioner and its members generally and prayed against the Respondents jointly and severally for orders in the following terms:-

- i) A declaratory order that, the 1<sup>st</sup> respondent has run the affairs of the 2<sup>nd</sup> respondent Company in the manner which is unfairly prejudicial to the interest of the petitioner and other members of the 2<sup>nd</sup> Respondent generally.
- ii) A declaratory order that, the allotment of the 2<sup>nd</sup> respondent's 977 shares by the 1<sup>st</sup> respondent was null and void for having not been authorized by the 2<sup>nd</sup> respondent's appropriate meetings.
- iii) A declaratory order that, the registration of the three (3) acres land in the name of the 2<sup>nd</sup> respondent was null and void.
- iv) A declaratory order that, the petitioner is the lawful owner of the three (3) acres land registered in the name of the 2<sup>nd</sup> respondent.
- v) A declaratory order that, the 1<sup>st</sup> respondent unlawfully received USD 330,000 from the 3<sup>rd</sup> respondent and misappropriate the whole amount for his own use.

- vi) A declaratory order that, the lease agreement between the 2<sup>nd</sup> respondent and 3<sup>rd</sup> respondent in respect of the three (3) acres land is null and void.
- vii) A declaratory order that, the agreement for distribution of the lease proceeds between the 2<sup>nd</sup> respondent's shareholders is null and void.
- viii) A declaratory order that, the petitioner is the person entitled to be paid all payments made by the 3<sup>rd</sup> respondent in respect of the three (3) acres) land referred under the lease agreement between the 2<sup>nd</sup> and 3<sup>rd</sup> respondents.
- ix) A declaratory order that, the petitioner is entitled to be paid interest at commercial rate of 30% in respects of all payments made by the 3<sup>rd</sup> respondent in respect of the three (3) acres land referred under the lease agreement entered between the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents.
- x) An order directing the 3<sup>rd</sup> respondent to stop making any further payment to the 1<sup>st</sup> respondent under the lease agreement until final determination of this application.
- xi) An order directing that, the 2<sup>nd</sup> respondent's affairs be audited by independent auditors.

- xii) An order that, the costs of this application be paid by the respondents.
- xiii) An order for payment of interest at court rate of 12% per annum from the date of the decision to the date of satisfying the order.
- xiv) Costs of this application be paid by the respondents.
- xv) Any other relief (s) this Honourable Court may deem fit to grant.

The petitioner in this case was represented by **Messrs. Emmanuel Safari** and **Nazario Michael**, learned counsel whereas the Respondents were under representation of **Dr. Ronilick E.K. Mchami**, Learned Counsel.

Before the hearing of this matter parties mutually agreed to an out of court on the terms and conditions set in the deed of settlement duly signed by both parties and filed in this court on 19<sup>th</sup> day of May, 2021.

Upon the consensus agreement reached by both parties to settle this matter out of court and based on the deed of settlement filed by parties on 19<sup>th</sup> May, 2021, this court enters consent judgment and proceed to make the following orders: -

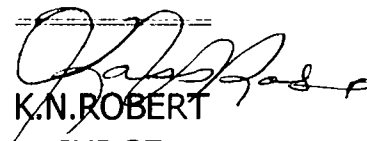
1. That, the ownership of the paid-up shares of the 2<sup>nd</sup> Respondents is adjusted to be 33 equal shares for each of the current three (3) shareholders namely MARCELINA FELLER, JULIUS DOSLA SARMET and WILLIAM MOYO AKO.
2. That, the bank account in the name of the 2<sup>nd</sup> Respondent be opened into which all the monies payable to the 2<sup>nd</sup> respondent shall be deposited.
3. The 3<sup>rd</sup> respondent shall make rent payment timey into the 2<sup>nd</sup> respondent's bank account to be notified and incase of any delay the 2<sup>nd</sup> respondent must be informed through email or other means of communication, at least three (3) weeks in advance before the due date.
4. That, the 2<sup>nd</sup> Respondent shall in its appropriate meetings appoint an independent auditor who shall audit its final affairs.
5. That, the petitioner's three (3) acres land and all the structures therein currently leased to the 3<sup>rd</sup> respondent shall be the lawful property of the 2<sup>nd</sup> Respondent.
6. That, the affairs of the 2<sup>nd</sup> Respondent shall be managed in the manner and in accordance with the provisions of the Companies Act, No. 12 of 2002 and all decisions concerning the investment

of the 2<sup>nd</sup> respondent must be approved by all the directors/shareholders.

7. That, this deed of settlement constitutes a full and final agreement between the parties and shall form a decree of the court capable of being executed.
8. That, each party to bear its own costs.

In the event, this application is marked as settled.



  
K.N. ROBERT  
JUDGE  
19/5/2021