

IN THE HIGH COURT OF TANZANIA

AT DAR ES SALAAM

MEDIATION NO. 119 OF 2021

CIVIL CASE NO. 225 OF 2018

A ONE PRODUCTS AND BOTTLERS LTD.....PLAINTIFF

VERSUS

HUSKY INJECTION MOLDING SYSTEMS LTD.....1ST DEFENDANT

HUSKY INJECTION MOLDING SYSTEMS S.A.....2ND DEFENDANT

PLASTIC SYSTEMS S.P.A

(NOW PEGASO INDUSTRIES S.P.A).....3RD PARTY

CONSENT SETTLEMENT ORDER

The plaintiff, the 1st and 2nd defendants together with the 3rd third party having consented to settle this suit through mediation, now agree as follows:-

1. That the 1st and 2nd defendants together with the third party shall pay the plaintiff a total sum of USD 231,125.00 (Say United States Dollars Two Hundred Thirty One Thousands One Hundred Twenty Five) being settlement amount in respect of plaintiff's claim against the defendant, arising out of and in connection with the supply and purchase of the PET Preform Machine under invoice No. 12-8-MEI182 (Rev 2) which includes the Flake De-Dusting, Crystallizer and Gravimetric Dosing Unit (Subject Matter).

2. The settlement amount stated above, shall be paid in the following manner;
- i. The 1st and 2nd defendants shall jointly pay the plaintiff the sum of USD 115,562.50 (Say United States Dollars One Hundred Fifteen Thousand Five Hundred Sixty Two and Fifty Cents).
 - ii. The third party shall pay the plaintiff a total sum of USD 115,562.50 (Say United States dollars One Hundred Fifteen Thousand Five Hundred Sixty Two and Fifty Cents).
3. The settlement amount shall be credited into the plaintiff's bank account within 30 days from the date of signing this Consent Settlement Order. The particulars of the account are;

Bank Name: Standard Chartered Bank (T) Limited
Branch: Shaban Robert/Garden Avenue
Account No: USD ACC NO. 8704021947600
Account Name: A One Products and Bottlers Limited
Swift Code: SCBLTZTX
Address: Kipawa, Ilala, Dar es Salaam.

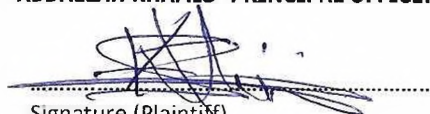
4. Upon receipt of the settlement amount, the plaintiff shall release and discharge all claims against the 1st and 2nd defendants together with the third party, including their affiliates, subsidiaries, parent organisations and their respective past and future employees including directors, shareholders, contractors, associates, representative, offices and/or any other person acting on their behalf in respect of the "subject matter"

including any claim that the plaintiff do not know or suspect to exist at the time of executing this consent settlement order against any entity that manufactured, designed, supplied, sold or installed any part, component, or system which was on, a part of, or incorporated into the subject matter.

5. That, upon receipt of the settlement amount, the plaintiff shall indemnify and keep the 1st and 2nd defendants and the third party together with their subsidiaries, affiliates, parent organisations, members, directors, officers, agents and employees indemnified against all claims and liabilities made by any person(s) claiming under the plaintiff or in his name in contravention of this consent settlement order relating to the suit or the subject matter of the suit.
6. In the event of a claim, complaint, demand or suit made by any person(s) claiming under the 1st and 2nd defendants' name or their subsidiaries, affiliates, or parent organisation, the 1st and 2nd defendants hereby agrees to indemnify and keep the third party and its subsidiaries, affiliates, parent organisations, members, directors, officers, agents and employees indemnified against such claims, complaints, demands and liabilities and suits of every kind and nature regarding jurisdiction, arising out of and/or in connection with the subject matter of the suit.

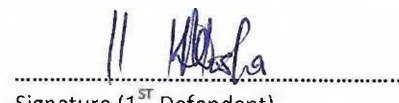
7. Each party acknowledges that this Consent Settlement Order supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them and/or any of their subsidiaries, affiliates, parent companies, agents or representatives, whether written and/or oral in relation to the suit and the subject matter.
8. That, this Consent Settlement Order shall be recorded as a decree of the Court and Proceedings relating to the above case and be marked as amicably settled that, no further claims of similar nature or of any other nature, cause of action being similar or otherwise shall be instituted or restored, either directly or indirectly by either part in respect thereof upon the execution of this Consent Settlement Order.
9. That, in the event of any provision of this consent settlement order being found by any Court or administrative body to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Consent Settlement Order, and the said invalid or unenforceable provisions may be modified or deleted if necessary to make the remaining provisions valid and enforceable.
10. That, each party to bear own costs.

**A ONE PRODUCTS AND BOTTLERS LTD
ABDALLAH KHAMIS- PRINCIPAL OFFICER**



Signature (Plaintiff)
Address P.O. Box 22196
DAR ES SALAAM
Mob: 0743914201
Date: 11/10/2021

HUSKY INJECTION MOLDING SYSTEMS LTD

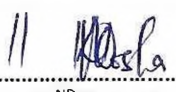


Signature (1ST Defendant)
Address P.O. Box **78552**
DAR ES SALAAM.
Mob: 0715886337
Date: 11/10/2021

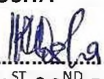
NEEMA MAHUNGA


Signature (Plaintiff's Advocate)
GOLDEN JUBILEE TOWERS
20TH FLOOR, OHIO STREET
Address P.O. Box.22196
DAR ES SALAAM
Mob:0755703370
Date: 11/10/2021

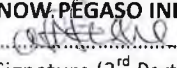
HUSKY INJECTION MOLDING SYSTEMS S.A


Signature (2ND Defendant)
Address: P.O Box 78552
Mob: 0715886337
DAR ES SALAAM
Date:11/10/2021

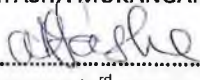
KELVIN MOSHA


Signature (1ST & 2ND Defendants advocate)
BOWMANS TANZANIA LTD
2ND FLOOR, THE LUMINARY
HAILE SELASIE AND CHLOE ROAD, MASAKI
Address: P.O Box 78552
DAR ES SALAAM
Mob: 0715886337
Date:11/10/2021

PLASTIC SYSTEM S.PA.
(NOW PEGASO INDUSTRIES S.P.A)


Signature (3rd Party)
P.O.BOX 72484
DAR ES SALAAM
Mob. 0767778887
Date: 11/10/2021.

NATASHA MUKANGARA


Signature (3rd Party's Advocate)
IMMMA HOUSE PLOT NO 357
P.O.BOX 72484
DAR ES SALAAM
Mob. 0767778887
Date: 11/10/2021.

Given under my Hand and the Seal of the Court this 11th day of October, 2021.


S. B. MKAPA
JUDGE

IN THE HIGH COURT OF TANZANIA
AT DAR ES SALAAM
MEDIATION NO. 119 OF 2021
CIVIL CASE NO. 225 OF 2018

A ONE PRODUCTS AND BOTTLERS LTD.....PLAINTIFF

VERSUS

HUSKY INJECTION MOLDING SYSTEMS LTD.....1ST DEFENDANT

HUSKY INJECTION MOLDING SYSTEMS S.A.....2ND DEFENDANT

PLASTIC SYSTEMS S.P.A

(NOW PEGASO INDUSTRIES S.P.A).....3RD PARTY

DECREE

WHEREFORE: The Plaintiff prays for judgment and decree against the defendants as follows:

1. An order to pay the plaintiff the sum of USD 206,125.
2. An order to pay the plaintiff the sum of USD 89,742 being costs of the equipment at the rate of 9.5% per annum and interest at the same rate from September 2018 until the date of judgment of the suit.
3. An order to pay the plaintiff the sum of USD 998,639 being total loss suffered in business of Plaintiff from February 2014 till September 2018.
4. An order to pay the plaintiff the sum of USD 17,493 being loss suffered by the plaintiff.

5. An order to pay interest on the decretal amount at Court's rate of 11% per annum from the date of judgment till the decree is fully satisfied.
6. Costs of the suit.
7. Any other relief(s) that this Honourable Court may deem fit and just to grant.

AND WHEREAS, this suit is coming for Mediation on this 11th day of October, 2021 before **Hon. S. B. Mkapa**, Judge in the presence of **Ms. Neema Mahunga**, the learned advocate for the plaintiff and **Mr. Kelvin Mosha** learned advocate for 1st & 2nd Defendant, While **Ms. Natasha Mukangara** learned advocate for Third Parties.

THIS COURT HEREBY ORDER THAT:

1. The 1st and 2nd defendants together with the third party shall pay the plaintiff a total sum of USD 231,125.00 (Say United States Dollars Two Hundred Thirty-One Thousands One Hundred Twenty Five) being settlement amount for plaintiff's claim against the defendant, arising out of and in connection with the supply and purchase of the PET Preform Machine under invoice No. 12-8-MEI182 (Rev 2) which includes the Flake De-Dusting, Crystallizer and Gravimetric Dosing Unit (Subject Matter).
2. That, the settlement amount stated above, shall be paid in the following manner;
 - i. The 1st and 2nd defendants shall jointly pay the plaintiff the sum of USD 115,562.50 (Say United States dollars One Hundred Fifteen Thousand Five Hundred Sixty Two and Fifty Cents).

- ii. The third party shall pay the plaintiff a total sum of USD 115,562.50 (Say United States dollars One Hundred Fifteen Thousand Five Hundred Sixty Two and Fifty Cents).
3. That, payment of the settlement amount shall be credited into the plaintiff's bank account, the particulars of which are as here under, within 30 days from the date of the signing this Consent Settlement Order;

Bank Name: Standard Chartered Bank (T) Limited
Branch: Shaban Robert/Garden Avenue
Account No: USD ACC NO. 8704021947600
Account Name: A One Products and Bottlers Limited
Swift Code: SCBLTZTX
Address: Kipawa, Ilala, Dar es Salaam.

4. That, upon receipt of the settlement amount, the plaintiff shall release and discharge all claims against the 1st and 2nd defendants together with the third party, including their affiliates, subsidiaries, parent organisations and their respective past and future employees including directors, shareholders, contractors, associates, representative, offices and/or any other person acting on their behalf in respect of the "subject matter" including any claim that the plaintiff do not know or suspect to exist at the time of executing this consent settlement order against any entity that manufactured, designed, supplied, sold or installed any part, component, or system which was on, a part of, or incorporated into the subject matter.
5. Upon receipt of the settlement amount, the plaintiff shall indemnify and keep the 1st and 2nd defendants and the third party together with their subsidiaries, affiliates, parent organisations, members, directors, officers, agents and employees indemnified against all claims and liabilities made by any person(s) claiming under the plaintiff or in his name in

contravention of the Consent Settlement Order relating to the suit or the subject matter of the suit.

6. That, in the event of a claim, complaint, demand or suit made by any person(s) claiming under the 1st and 2nd defendants' name or the their subsidiaries, affiliates, or parent organisation, the 1st and 2nd defendants agrees to indemnify and keep the Third party and its subsidiaries, affiliates, parent organisations, members, directors, officers, agents and employees indemnified against such claims, complaints, demands and liabilities and suits of every kind and nature regarding jurisdiction, arising out of and/or in connection with the subject matter of the suit.
7. Each party shall acknowledge that the Consent Settlement Order entered between parties, supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them and/or any of their subsidiaries, affiliates, parent companies, agents or representatives, whether written and/or oral in relation to the suit and the subject matter.
8. That, each party to bear own cost in respect of the suit.

BY THE COURT

Given under my Hand and the Seal of the Court this 11th day of October, 2021.



S.B. MKAPA
JUDGE