

IN THE HIGH COURT OF UNITED REPUBLIC OF TANZANIA

(DAR ES SALAAM REGISTRY)

AT DAR ES SALAAM

CIVIL CASE NO. 125 OF 2020

**INDUSTRIAL SAFETY AND GENERAL MERCANTILE
LIMITED.....PLAINTIFF**

VERSUS

TANZANIA BUILDING AGENCY.....1ST DEFENDANT

THE ATTORNEY GENERAL.....2ND DEFENDANT

CONSENT JUDGMENT

Date of last order: 29/11/2021

Date of judgment: 2/12/2021

LALTAIKA, J.

The plaintiff herein instituted a suit against the first and second defendants seeking for the following reliefs;

- a. An order for the 1st defendant to pay the plaintiff a sum of Tanzanian Shillings 34,493,760/=
- b. Order of payment of general damages at the rate to be assessed by this honourable court.
- c. Payment of interest on both substantive claim and general damages at the commercial bank landing rate of 20% per annum from March,2017 to the day of full and final payment.

- d. Interest on both substantive claim and general damages at the court rate of 7% per annum from the date of judgment to the date of full and final payment.
- e. Costs and incidental to this matter
- f. Any other remedy this honourable Court deems fit to grant.

Before hearing of the suit by mutual agreement to compromise, the parties herein opted to settle the matter out of Court. They amicably settled the matter and filed a deed of settlement before this Court on 23rd September, 2021 comprising of the following conditions;

1. That the defendant shall pay the plaintiff an aggregate amount of Tanzanian Shillings 34,493,760/= without interest as full and final settlement of all claims.
2. That subject to paragraph 1 above the 1st defendant has already deposited a sum of Tanzanian Shillings 7,500,000/= in the plaintiff's account which the plaintiff has acknowledged.
3. That the remaining balance of Tanzanian Shillings 26,993,760/= shall be paid in three instalments, provided that the whole amount must be paid in full within three months from the date the court records the deed of settlement as a decree of the court.
4. That in any event the defendant's fails to comply with payment schedule stipulated under clause three above the amount of the total claim shall attract interest of 7% annually. Provided that the plaintiff shall be at liberty to pursue execution proceedings for the whole amount at any time.
5. That this deed of settlement shall be filed before the Court and henceforth the case shall be marked as settled as between the plaintiff and the defendants.

6. That it is agreed between the parties that this deed settles all matters pending between the parties including costs of the case as each party shall bear its own costs.
7. That this deed of settlement binds parties named herein, their successors, agents, representatives or any related partner derived from merger.
8. That this deed of settlement contains the entire agreement between the parties and no party shall be bound by any understanding, representation, warranties, promise or the like that are not recorded herein.
9. That the defendants shall for purposes of this deed exhibit and avail to the plaintiff a copy of the withholding tax certificates for the whole amount deducted in the contract sum as proof of remittance of the same to responsible authority.

Upon the parties reaching into that consensus agreement and upon the deed of settlement signed by both parties being lodged to this court under Order XXIII, Rule 3 of the Civil Procedure Code, Cap 33 R.E.2019, the matter is hereby settled and marked withdrawn.

Each party to bear its own costs



E.I. LATAIKA

E.I. Lataika

JUDGE

2/12/2021