

**IN THE HIGH COURT OF TANZANIA  
(DISTRICT REGISTRY OF MOROGORO)  
AT MOROGORO**

**CIVIL CASE NO. 01 OF 2022**

**NKUMBI MALASHI HOLELA ..... PLAINTIFF**

**VERSUS**

**GEOGRE LUBALIGA NG'OCHA ..... DEFENDANT**

**CONSENT JUDGEMENT**

**(DEED OF SETTLEMENT)**

*(Made under Section 95 read together with Order XXIII, Rule 3 of the Civil Procedure Code [Cap. 33 R.E. 2019])*

**08<sup>th</sup> & 10<sup>th</sup> June, 2022**

**CHABA, J.**

On the 12<sup>th</sup> day of May, 2022 I was assigned to handle this matter as Mediator. Basically, the plaintiff, **Nkumbi Malashi Holela** on the 28<sup>th</sup> January, 2022 instituted this Civil Case against the defendant, **George Lubaliga** claiming Tshs. 500,000,000/= being exemplary and punitive damages for false imprisonment, interest on the decretal sum at the rate of 12% from the date of judgment till payment in full and costs attendant to and subsequent upon this suit.

According to the plaint, sometimes in the year 2020 without any probable or reasonable cause, but actuated by malice, the defendant reported at Ifaraka Police Station within the District of Kilombero in Morogoro region, while knowing it to be false that the plaintiff had

threatened him to kill him. Subsequent to such reporting, the plaintiff was arraigned and remanded in the police custody for twenty (20) days on the fabricated allegations as stated above. As the accusation was associated with a criminal offence, investigation was mounted and found that the plaintiff had no such plans to kill the defendant. Afterward, the plaintiff was released from police custody unconditionally. In the year 2021 the plaintiff was once again arraigned and remanded at Ifakara Police Station and Morogoro Police Station, respectively where he spent twenty (20) days for fabricated allegations that he was one among the persons who put the Government motor vehicle on fire at Msondo Area, Melela Village, Chita Ward at Morogoro. The defendant is the one who reported the matter at Ifakara Police Station.

When the matter was scheduled for mediation, the parties appeared in persons and their respective learned advocates, Mr. Abraham Hamza Senguji and Mr. Funuki Sikujua respectively. After a long sessions and discussions and consultations among parties, finally today on the 8<sup>th</sup> June, 2022 parties agreed to settle this matter amicably out of court. Parties agree further to reduce their agreement into writing and termed as **Deed of Settlement**. Parties agreed that this Deed of Settlement be filed before this court on 10<sup>th</sup> June, 2022. Accordingly, parties complied with.

Upon perusal to the Deed of Settlement, both parties have signified their consent by putting their signatures against their names together with Mr. Abraham Hamza Senguji, learned advocates. However, Mr. Funuki Sikujua did not attend. This court therefore, proceed to adopt the Terms and Conditions of the registered as **Deed of Settlement** to form part and



parcel of this **Consent Judgement**. The **Terms and Conditions** of the Deed of Settlement are quoted verbatim hereunder: -

1. *Mdaiwa amlipe mdai kiasi cha shilingi milioni kumi na tano tu (15,000,000/=) kama fidia ya maumivu aliyoyapata na kulazimika kufungua shauri hili katika Mahakama Kuu ya Tanzania - Masjala ya Wilaya / Mahakama Kuu - Morogoro.*
2. *Mdaiwa atawalipa Mwakili wa Mdai kiasi cha shilingi milioni tano tu (5,000,000/=) kama gharama za kuendesha shauri hili.*
3. *Malipo haya yataanza kulipwa kuanzia Julai 20, 2022 mpaka Julai 30, 2022.*
4. *Sasa shauri hili iimekwisha, na baada ya malipo haya shauri hili litakuwa limekwisha kabisa.*
5. *Wahusika wamekubaliana kwamba hawatajikusisha na jambo au kitu chochote kitakachopelekea kuondoa amani kati yao kwa kuanzisha kurudia mambo ambayo yalipelekea kuzuka kwa mgogoro huu na kufanya amani itoweke kati yao.*
6. *Makubaliano haya yalifanyika mbele ya Msuluhishi (Chaba, J.) katika Mahakama Kuu ya Tanzania - Masjala ya Wilaya - Morogoro Leo Tarehe 8 Mwezi Juni, 2022. Wahusika wameyasoma na kuyaelewa na wanakiri ndivyo walivyokubaliana.*

From the foregoing, parties have agreed that this Deed of Settlement shall be registered by this honourable court as consent judgment and shall be binding to the parties as the judgment of this honourable court. That, it is so agreed by the parties.

Now, it is hereby declared that, the executed Deed of Settlement

effective from the date of filing in this Court, that is, on 10<sup>th</sup> June, 2022, binds all parties herein and to the subsequent applications or suits arising from the same cause of action. Therefore, this Court doth hereby, invoke powers under Section 95 and Order XXIII, Rule 3 of the Civil Procedure Code [CAP. 33 R.E. 2019], to mark this Civil Case No. 01 of 2022 Amicably Settled. Further, the Terms and Conditions comprised in the executed Deed of Settlement as quoted verbatim hereinabove, holistically, adopted hereto, forming part of this court Judgement and Decree.

**It is so ordered.**

**DATED at Morogoro** this 10<sup>th</sup> day of June, 2022.



**M. J. CHABA**  
**JUDGE**  
**10/06/2022**

**COURT:**

Consent Judgement delivered at my hand and Seal of this Court in Chambers this 10<sup>th</sup> day of June, 2022 in the presence of the Plaintiff and the Defendant who appeared in persons, and Mr. Abraham Hamza Senguji, learned advocate, but in absence of Mr. Funuki Sikujua, learned advocate.



**M. J. CHABA**  
**JUDGE**  
**10/06/2022**

