

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA  
ARUSHA DISTRICT REGISTRY  
AT ARUSHA  
LAND CASE NO. 4 OF 2020**

**WINNIE DUNSTAN SHEMHINA.....PLAINTIFF**

**VERSUS**

**FINCA MICROFINANCE BANK LIMITED.....1<sup>ST</sup> DEFENDANT**

**LOCUS DEBT MANAGEMENT LIMITED .....2<sup>ND</sup> DEFENDANT**

**DAUDI ELIASI SWAI .....3<sup>RD</sup> DEFENDANT**

**CONSENT JUDGMENT**

**22/07/2022 & 22/07/2022**

**M. R. GWAE, J**

Initially, the plaintiff filed this suit praying for judgment and decree as follows;

- i. A declaration that the auction of the dwelling house built on Plot No. 56 with CT No. 56353 Land Office No. 635215-Ngorbob Arusha (suit property) is illegal
- ii. An order of permanent injunction to be issued against the defendants jointly and severally Costs of this suit
- iii. Any other relief this court deems fit to grant

When this suit was called on for hearing on 21<sup>st</sup> July 2022 before me, the parties' advocates namely; **Mr. Lengai, Mr. Harold** and **Ms. Monyo** for the plaintiff, 1<sup>st</sup> defendant and 3<sup>rd</sup> defendant respectively, sought and obtained the leave of the court so that they could settle the matter out of the court.

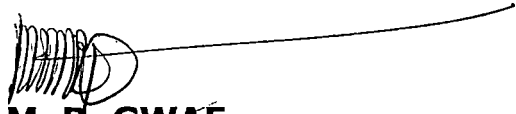
On 22<sup>nd</sup> July 2022, parties' advocates aforementioned filed their Deed of Settlement in this court. Thus, this consent judgment arising from a mutually acceptable settlement by the parties. The parties' Deed of Settlement is consequently adopted to form part and parcel of the court's proceedings and I further make the following orders;

1. That, the plaintiff is the lawful owner of the suit property on condition that she pays a total of Tshs. **13,000,000/=** to the 3<sup>rd</sup> defendant through his NMB Account No. 49810013845
2. That, the 3<sup>rd</sup> defendant shall withhold title of the suit property till the satisfaction of the settlement sum by the plaintiff
3. That, the plaintiff/borrower as of now has already paid the 3<sup>rd</sup> defendant / highest bidder the sum of Tshs, **2,500,000/=**
4. That, the Bank/1<sup>st</sup> defendant shall pay Tshs, **500,000/=** to the 3<sup>rd</sup> defendant being part of the agreed sum (Tshs.13,000,000/=)
5. That, the plaintiff shall pay the remaining agreed sum that is Tshs.**10,000,000/=** (Say ten Million shillings) not later than 31<sup>st</sup> October 2022

6. That, the plaintiff shall pay Tshs.**2,500,000/=** out of the said ten million by 31<sup>st</sup> August 2022
7. That, the plaintiff shall furnish payment of the remaining amount of Tshs.**7, 500, 000/=** in installments for unspecified amounts of money on or before 31<sup>st</sup> October 2022
8. That, in the event the plaintiff fails to pay the agreed sum in full, the suit property shall be lawful property of the 3<sup>rd</sup> defendant/bidder who shall also refund any amount of money paid to him by the plaintiff.
9. That, the above orders read together with terms and conditions contained of the Deed of Settlement shall form the decree of the court capable of being enforced
10. That, this suit is marked as settled in the above terms and condition contained in clause 1-8 above
11. That, each party shall bear its own costs.

It is so ordered.



  
**M. R. GWAE**  
**JUDGE**  
**22/07/2022**