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IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

(DAR ES SALAAM DISTRICT REGISTRY)

AT DAT ES SALAAM

CIVIL CASE NO. 237 OF 2019

BASSAM COMPANY LIMITED.....PLAINTIFF

VERSUS

TANZANIA INTERNATIONAL CONTAINER

TERMINAL SERVICES LIMITED.....1ST DEFENDANT

COSCO SHIPPING LINES CO, LTD.....2ND DEFENDANT

RULING

13/5/2022 & 1/6/2022

MASABO, J.:-

This ruling is in respect of two notices of preliminary objection separately raised by the 1st and the 2nd defendant. The 1st defendant's notice has the following three limbs:

1. This court has no jurisdiction to determine the suit as it is barred by the provisions of the Tanzania Shipping Agencies Act (No. 14 of 2017); The Tanzania Shipping Agencies (Shipping Agents) Regulation, 2018 GN No, 339 of 2018) and the Tanzania Shipping Agencies (Complaints Handling) Regulations, 2018 [GN no. 338 of 2018).
2. The plaint is defective for offending mandatory provisions of Order VII Rule 1(f) and (i) of the Civil Procedure Code, Cap 33 RE 2019;

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3. The plaint does not disclose a justifiable cause of action against the 1st defendant and want of pleading essential elements of alleged gross negligence facts constituting the cause of action.
4. The plaint is defective for contravening mandatory provisions of Order VII rule 1(e)of the Civil Procedure Code.

The notice by the second defendant has two limbs under which she contends that:

1. The suit is res subjudice to Commercial Case No. 107 of 2017 of 2019 currently pending in the Commercial Division of his Court between Chinese Tanzania Shipping Co. (SINOTA) and Bassam Company Limited and Henry Otieno
2. The court has no territorial jurisdiction to entertain the claim of duty of care or tort of negligence deriving from Bill of Lading (B/L) number COSU 6146447320 as the B/L has a provision on the applicable law and the dispute resolution forum.

The hearing of the two notices of preliminary objection proceeded simultaneously in writing. All the parties had representation. The plaintiff

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was represented by Mr. Jimmy Mrosso, the first defendant enjoyed the service of Mr. Gerald Nangi, learned counsel and the second defendant was represented by Captain Ibrahim Mbiu Bendera, learned counsel. Before I delve into the detailed submissions made by the parties, I will, albeit briefly, summarize the factual background of the suit as deciphered from the pleadings.

The genesis of the suit between the parties is a Bill of Lading number COSU 6146447320 (which I will conveniently refer as the B/L) by which the 2nd Defendant undertook to transport the plaintiff's cargo from China to Dar es Salaam Port. The cargo, containing frozen fish destined to Rwanda, arrived at Dar es Salaam port in a container number CCLU8590754 on 26/10/2017. It was later stored in the 1st Defendant's warehouse (ICD) pending port clearance. Having completed port clearance processes, the plaintiff requested the 1st defendant to load the cargo for transmission to Rwanda but the request was rejected as the cargo was found rotten and unfit for human consumption. Hence, this suit in which the plaintiff seeks to recover the loss sustained.

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Submitting in support of the first limb of the preliminary objection, Mr. Nangi, learned counsel for the first defendant, drew the court's attention to the provisions of section 61 of the Tanzania Shipping Agency Act, No. 14 of the 2017 and its subsidiary legislation, notably the Tanzania Shipping Agencies (Shipping Agent) Regulation, 2018 (G.N No. 339 of 2019), the Tanzania Shipping Agencies (Complaints Handling) Regulations, 2018 (GN No. 338 of 2018) which conjointly, provides dispute handling mechanism for shipping agents and others service providers and consumers of their services. Based on Regulation 54 of the Shipping Agencies (Shipping Agent) Regulation, and Regulation 6 of the Tanzania Shipping Agencies (Complaints Handling) Regulations which provides for reference of dispute to the Tanzania Shipping Agency Corporation (TASAC), he argued that the suit has been prematurely filed in this court as it ought to have first been referred to the special mechanisms. By filing the suit prematurely, the plaintiff has offended the provision of section 7(1) of the Civil Procedure Code [Cap 33 RE 2019]. Thus, the suit should be struck out.

Mr. Nangi proceeded further that, much as the provision of Regulation 54 of the Tanzania Shipping Agencies (Shipping Agent) Regulations uses the term

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"may", reference of disputes to the special resolution forum is not optional. In fortification he cited the case of **Salim O. Kabora v TANESCO & 2 Others**, Civil Appeal No. 55 of 2014, CAT at Dar es Salaam (unreported); **Azam Media Limited & 2 Others vs TCRA & Another**, Misc. Civil Cause No. 56 of 2017, HC, Dar Es Salaam (unreported); **Smart Global Ltd v TCRA & Another**, Commercial Case No. 77 of 2009 (unreported); **Richard Ndahalawe v Tanzania Habours Authority & Another**, HC DSM (unreported); **Mohsin Somji v Commissioner for customs and Exercise and Commissioner for Tax Investigations** [2004] TLR 66; and **Hussein Magesa Ekingo v Ddsal Hyrocarbons and Power (T) PVT Ltd**, Land Case No. 97 of 2013, HC (unreported).

Regarding the 2nd point, Mr. Nangi submitted that the plaint offends the provisions of Order VII Rule 1(f) and (i) of the Civil Procedure Code which impose a mandatory requirement for plaint to specifically show that the court has jurisdiction and to include a statement of the value of the suit for purpose of ascertaining the pecuniary jurisdiction and court fees. Buttressing his point, he referred the court to page 271 of S.N. Dhingra & G. C. Mogha, **Mogha's Law of Oleadings in India**, 4th Edn, Eastern Law House, New

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Delhi, where it is stated that the plaint must disclose that the court has jurisdiction by, among other things, showing where the cause of action arose and specifically stating the nature of the claim, the subject matter and the territorial limits of the court. In further fortification he cited **Ahmed Chilambo v Murray & Robers Contractors (T) Ltd**, Civil Case No. 44 of 2005, HC unreported; **Christopher Derek Kadio v Heaven Origenes Mtui & Others**, Land Case No. 81 of 2017, HC Land Division (unreported); **Jamal Said and others v Karmal Azizi Msuya**, Land Case No. 42 of 2017; HC at Dar es Salaam (unreported); **Sued Hamis Chemchem & Another v First National Bank (T) Ltd**, Land Case No 94 of 2017, HC DSM (unreported) and numerous other decisions of this court which unanimously agree that failure to comply with the mandatory requirements prescribed under Order VIII rule 1(f) and (i) renders the plaint incurably defective.

Submitting on the third and fourth point which he consolidated, Mr. Nangi contended that the plaint offends the provision of Order VI rule 4 which mandatorily require the plaint to disclose the particulars of the allegations. He fortified his argument with S.N. Dhingra & G. C. Mogha, **Mogha's Law of Pleadings in India (**ibid) and the decisions of the Court of Appeal in

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Strabag International (GMBH) v Adinani Sabuni, Civil Appeal No. 241 of 2018 **and FBME Bank Limited v JAET International Limited,** Civil Appeal No. 94 of 2012 (ll unreported)**.** Concluding his submission, he argued that the plaint offends the mandatory requirement of the law, the plaint has been rendered incompetent and should be struck out.

On his part, the 2nd defendant, represented by Captain Bendera, submitted that this court has no jurisdiction to entertain the matter as the BL from which the suit emanates contains a clause which subjects the BL to the laws of the Republic of China and vests exclusive jurisdiction in the Shangai Maritime Court and other maritime courts in the China. He rgued this clause, when read together with the provision of section 7 of the Civil Procedure Code, Cap 33 RE 2019, entertains no doubt that the suit is incompetent. Fortifying his argument, he cited the decision of this court, Commercial Division in **John Kapeta (suing under the power of Attorney of Mbombo Mukuna v Nyota Tanzanai Limited & MAERSK Line Ltd**, Commercial Case No. 97 of 2010; **Pinto Wrapping Ltd v SAFMRINE (T) Ltd**, Commercial Case No. 35 of 2009 and **Jamila Sawaya v M/S Royal Marine Shipping of Dubai & 4 Others**, Commercial Case No. 30 of 2006

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(all unreported). Regarding the second point, Captain Bendera briefly submitted that the present case is *res sub judice* to **Chines-Tanzania Joint Shipping Co. (SINOTA) V Bassam Company LTD & Henry Otieno**, Commercial Case No 106 of 2019 filed in Commercial Division of this Court approximately 4 months and is currently pending.

In rebuttal, Mr. Jimmy Mrosso, counsel for the plaintiff, submitted that the point on non-exhaustion of special remedies is unfounded because the requirement to refer disputes to the special forum shipping agents. The 1st Defendant operations include container terminal, stevedoring, cargo handling and storage at the Dar es Salaam port hence not covered by the Regulation. Also, the 1st defendant is not licensee under the meaning of Regulation 54 hence not subject to the special forum. Further, Mr. Mrosso argued that a similar objection was raised in Commercial Case No. 106 of 2019 in Commercial Court whereby the court held that the use of the term 'may' gives the parties an option to refer the matter to special mechanism or ordinary court. In conclusion, he submitted that the suit is properly before this court as the provision of the Tanzania Shipping Agencies (Complaint

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Handling) Regulation apply to complaints between shipping agent and stakeholders hence inapplicable to the case at hand.

Concerning the second point in which the competency of the plaint was challenged for contravening the provision of Order VII Rule 1(e) and (i), it was submitted that, the pecuniary value of the suit and the territorial jurisdiction are well disclosed under paragraph 4(i) as well as paragraph 7(1) and (ii) of the plaint. Mr. Mrosso further argued that the documents annexed to the plaint show very well that the contested cargo is in Dar es Salaam having arrived at Dar es Salaam port on 26th October 2017 as paragraph 8 of the plaint. He argued further that the plaint also sufficiently discloses the cause of action against the defendant.

In respect of the 2nd Defendant's preliminary objection, Mr. Mrosso rebutted that, the argument that this suit is res sub judice to Commercial Case No. 106 of 2019 before the Commercial Division is baseless because much as these two cases emanate from the B/L handling of the container, the claims in the two cases are different and the cause of action are different.

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On the point that the claims beyond the territorial jurisdiction of this court, he cited section 13(4) of the Arbitration Act which vests in this court powers to stay the proceedings and allow the parties to proceed with arbitration. He argued further that, much as the B/L had an ouster clause, the cluse as set out under paragraph 26(1) of by the B/L refers to Maritime courts in China. The Shangai Maritime Court in which redress could be sought, has limited jurisdiction to the territorial coastal waters of Shangai. It has no jurisdiction to entertain present suit as the wrong was committed in Tanzania waters to which only this court has jurisdiction. He further cited the provision of section 13(4) of the Arbitration Act and argued that since the arbitration clause under the B/L is incapable of being performed. Thus, the provision of section 13(4) of the Arbitration Act should apply to give relief to the parties. In addition, he reasoned that even if the court was to stick to the principle of sanctity of contract, the case will not flop as the suit before this court is a tortious suit and not one that is based on the law of contract which would make the B/L applicable.

Moreover, he argued that the provision of section 7 of the Civil Procedure Code is inapplicable as the BL is a nonnegotiable (standard form) contract and there is a joint cause of action against the defendants which has

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rendered the BL inapplicable. Mr. Mrosso, distinguished the case of **John Kapeta v Nyota & Maersk** as the instant case is based on tortious liability whereas in **Kapeta v Nyota & Maersk,** the suit was based on the contract of transportation (BL) and the plaintiff did not show strong/exceptional circumstances which would render the exclusive jurisdiction clause inapplicable. On similar grounds he distinguished the case of **Pinto Wrappings v Safmarine** (supra); **Jamila Sawaya v Royl Marine Shipping of Dubai (**supra).

By way of rejoinder, the 1st defendant reiterated his submission in chief with regard to the competency of the suit. He submitted that, while it may be true that this preliminary objection was raised in Commercial Case No. 106 of 2019, nothing bars the jurisdiction of this court to deal with the preliminary objection as the decision of the Commercial Division is not binding. He then proceeded that, as there are decisions of the Court of Appeal (eg. **Salim O, Kabora v TANESCO& 2 Others,** Civil Appeal No. 55 of 2014, CAT (DSM) (unreported) and **Tanzania Revenue Authority v Tango Transport Co. Ltd** (supra) setting the road map, it would be lucidly wrong for his court to overlook such decisions which are binding and rely on the decision of the

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Commercial Division which is merely persuasive. With regard to the competency of the plaint, he reiterated his submission in chief and added two citations that is, the case **of Arusha Art Limited v Alliance Insurance Corporation Ltd,** Commercial Case No. 12 of 2011, HC (Commercial Division) where it was decided that the format of a plaint as set out under Order VII rule 1 (a) to (i) must be strictly complied with as they go to the root of the suit as held in **Joshua International Ltd v Mplae Kaba Mpoki**, Civil Case No. 476 of 2002, HC Dar es Salaam (unreported). Further, he reasoned that the content of paragraph 4(i) which is purportedly a statement of jurisdiction of this court is inadequate and does not suit the requirement of the law.

I have carefully considered the submissions for and against the preliminary objections and I am now ready to determine the points raised starting with the notice of preliminary objection raised by the 1st defendant. In the first limb of this preliminary objection, the 1st defendant has contended that the suit is incompetent for being prematurely filed in this court prior to the exhaustion of the special dispute resolution mechanisms stipulated under the Tanzania Shipping Agencies (Shipping Agents) Regulation and the Tanzania

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Shipping Agencies (Complaints Handling) Regulations. And, for the plaintiff, it has been argued that although such mechanism is available is irrelevant to this matter, the relevant provision uses the word 'may' signifying that reference of disputes to the special dispute resolution mechanism is not mandatory. And, the 1st defendant is neither a shipping agent nor a licensee within the meaning Regulation 54 of the Tanzania Shipping Agencies (Shipping Agents) Regulation hence not subject to provisions above

Before I proceed with this point, I will briefly address myself the concern by the counsels for the plaintiff and the 2nd defendant. Both have contended that the present suit as well as this the 1st limb of the 1st defendants of preliminary objection are not unfamiliar. There is a similar suit pending before the Commercial Division in which preliminary objection akin to the first limb of the 1st defendant's preliminary objection was raised and decided.

Looking at the pleadings and the submissions by all the parties, it appears that, indeed, the suit and the 1st limb of the 1st defendant's objection are not unfamiliar. It is a common knowledge between them it is not the first time they are litigating over the containerized cargo subject to this suit. They have

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had multiple proceedings and the most relevant to our case is Commercial Case No. 106 of 2019, which was instituted a few months prior to this suit and which according to the 2nd respondent is still pending thereby rendering the present suit res *sub judice* and offensive of provision of section 8 of the [Civil Procedure Code, Cap 33 RE 2019]. I have thoroughly read the ruling by my brethren, Magoiga J to discern the validity of these two points.

Regarding the point on res sub judice, I have observed that, indeed there are similarities between the present suit and the Commercial Case No. 106 of 2019. They both emanate from the same BL and they all concern the containerized cargo subject to this suit. The claims in these two suits are however different. Unlike the present suit where the plaintiff's claims are premised on negligence handling of the cargo, in Commercial Case No. 106 of 2019, one Chinese Tanzania Joint Shipping Co (SINOTA) who is an agent of the 2nd defendant herein has sued the plaintiff herein for demurrage charges and joined the 1st defendant herein as a third party. Much as the claims in this suit, having emanated from the same transaction with the claims in Commercial Case No. 106 of 2019, could have been conveniently pursued in the same suit by way of a counter claims pursuant to Order VIII

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rule 9 of the Civil Procedure Code, I respectfully, disagree with Captain Bendera as by the difference above stipulates, the two suits lack one of the crucial criteria which would have rendered the subsequent suit res sub judice.

Needless to say, the subsequent suit would be rendered sub judice hence incompetent under section 8 of the Civil Procedure Code only if after comparing the two suits it is apparent, among other things that, the matter directly and substantially in issue in the subsequent suit is directly and substantially in issue in the pending suit (**George Shambwe v Tanzania Italian Petroleum Co. Ltd** [1995] TLR 20. As this is not the case, the plaintiff had an option to pursue his claims as counter claims under Order VIII rule 9 of the CPC or pursue them as a separate suit as she has done. The objection with regard to res sub judice is, therefore, with no merit.

Regarding the second point, it is a common understanding that an objection akin to the 1st limb of the first defendant's preliminary objection was raised and determined which implicitly means that this court is functus officio. Mindful of this, I have carefully examined the ruling of my brethren to see whether by proceeding to determine this point I will not be acting functus

officio. In my scrutiny and as it will be demonstrated in the due course, much as the point similar, the status of the defendant in this case is dissimilar to the status of the 1st defendant in previous case. The discrepancy demands that I interrogate the preliminary objection to the extent revealed below.

As stated by my brethren, the dispute between the parties being premised on maritime transport, falls under the maritime transport regulatory framework which among other things, provides for dispute resolution mechanisms. As per section 12 (1) (f) of the Tanzania Shipping Agencies Act, this function is performed by the Tanzania Shipping Agencies Corporation (TASAC) established under section 4 of the Act. The modalities for resolving disputes are as exemplified under the Tanzania Shipping Agencies (Complaints Handling) Regulations whose Regulation 6, is relevant in resolving the point raised by the 1st defendant. It provides that, this provision:

> 6: A complaint may be lodged to the Corporation by:
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> (a) person who receives or has received services from a regulated service provider;

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(b) a person who is affected or likely to be affected by the act, omission, or decision of a regulated service provider; or

(c)a regulated service provider.

A regulated service provider as per section 3 of the Act and Regulation 3 of the Shipping Agencies (Dispute Handling Regulations), means a provider of regulated services broadly defined under the same provisions to mean:

> "..... any service supplied or offered for supply in maritime transport sector and includes maritime environment, safety, security, port services, dry port services, shipping agency, clearing and forwarding, cargo consolidation and deconsolidation, gross mass verification and miscellaneous port services;

Implicitly, the 1st defendant described under paragraph 2 of the plain as containerized cargo operator at Dar es Salaam port and the 2nd respondent who is described under paragraph 3 of the plaint as 'a carrier of goods by sea or shipping line' are regulated services providers hence subject to the provision of regulation 6 of the Tanzania Shipping Agencies (Complaints Handling) Regulation. This is the distinguishing factor between the present suit and Commercial Case No. 106 of 2019. As held by Magoiga J, when

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interpreting the provision of regulation 6 of the Tanzania Shipping Agencies (Complaints Handling) Regulations:

> Looking on how this provision [regulation 6] is couched clearly shows that the disputes which may be referred to TASAC are those which service provider has committed and not mischief committed by consumers of the service provider because the consumers, in this case, the 1st defendant, are not regulated by the Corporation therefore, the plaintiff could not make complaint to TASAC because the Corporation has no mandate to deal with person who is not a service provider. The court could not have jurisdiction if at all the 1st defendant was the one making complaint to TASAC [Emphasis added].

Noticeably from this interpretation the suit would have been incompetent had it been against a service provider. Going by this interpretation to which I fully subscribe, the suit is incompetent as, unlike in Commercial Case No. 106 of 2019, both defendants in the present are service providers. That said, I find the argument that the provision of Regulation 54 of Tanzanian Shipping Agencies (Shipping Agents) Regulations exonerates the plaintiff from referring the dispute to TASAC as the 1st defendant is neither a shipping agent nor licensee seriously wanting. Much as the first defendant does not

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fit in the definition of 'shipping agent' and 'licensee' she is, as elucidated earlier, a service provider hence, subject to Regulation 6 of the Shipping Agencies (Complaints Handling) Regulations.

Turning nature and phraseology of the requirement for reference to special dispute resolution mechanisms which is the next question, I refrain from addressing it for being functus officio, as unlike the above point which is intrinsically distinguishable from Commercial Case No. 106 of 2019, the phraseology is not. Suffice to just acknowledge that, as submitted by Mr. Nangi, this issue was extensively canvased by the Court of Appeal in **Salim O. Kabora vs Tanesco Ltd & Others** (supra) and while interrogating the wording of section 28(3) of Electricity Act No. 10 of 2008 which provides for reference of disputes to the Electricity and Water Regulatory Authority (EWURA), it held that:

> We are of the view, looking at how the provision is couched, that the word "**may"** used under section 28(3) of EA implies that it is optional to the customer whether or not **to pursue the dispute or complaint. It does not create an option to the customer to-choose the forum**. That means, in the event he is minded to pursue

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> the complaint, the same has to be lodged with the Authority. (emphasis added).

Based on my finding as regards the interpretation of Regulation 6 of the Shipping Agencies (Dispute Handling) Regulations, I have found merit in the first limb of the 1st defendant's preliminary objection which I hereby sustain.

Turning to the 3rd and 4th points, it is a trite law that every plaint must disclose a cause of action. This mandatory requirement is stipulated under Order VII Rule 1 (e) of The Civil Procedure Code [Cap 33 R.E 2019]. The parties herein seem to agree, correctly, that a cause of action is established when the plaint discloses the facts which are necessary for the Plaintiff to prove before he can succeed in a suit. This view is in tandem with the authority in **John M Byombalirwa V Agency Maritime Internationale (Tanzania) Ltd** (1983) TLR 1 under which a 'cause of action' was defined to mean essential facts necessary for the plaintiff to prove before he can succeed in the suit.

On the particulars of the cause of action, it is trite that, it is not sufficient for the plaintiff to merely state that certain events occurred that entitle him to

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a relief. All the elements of each cause of action must be detailed as per Order VI rule 4 of the Civil Procedure Code which provides that:

> 4. In all cases in which the party pleading relies on any misrepresentation, fraud, breach of trust, willful default, or undue influence and in all other case in which particulars may be necessary to substantiate any allegation, such particulars (with dates and items if necessary) shall be stated in the pleading.

Where, as in the present suit, the claims are based in negligence, the plaint must provide full particulars of the negligence complained of and of the damages sustained by the plaintiff. The requirement is exemplified in **Mogha's Law of Pleadings in India**, **with precedents** (supra) at p. 78 as cited with approval by the Court of Appeal in **Strabag International (GMBH) vs Adinani Sabuni** (supra). The relevant part of the book states that;

> In an action for negligence, the plaintiff must give full particulars of the negligence complained of and of the damages he has sustained. Without a pleading and proof, negligence cannot be countenanced and the decree for damages cannot be awarded. The plaint must clearly allege the duty enjoined on the defendant with the breach of which he is charged.

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In **Strabag International (GMBH) vs Adinani Sabuni** (supra), the respondent who was the plaintiff in the trial court did not sufficiently disclose the cause action. He simply stated that the appellant negligently channeled the rain surface running water to the appellant's farm thereby destroying crops worth the amount claimed without disclosing the particulars of the the acts of negligence. Guided by the above literature, the Court overturned the trial court's judgment. Similarly, in the present case, the plaintiff has merely pleaded under paragraph 4(i) of the plaint that the defendants negligently handled his containerized cargo containing of perishable goods (fish products) and thereby, the goods were found damaged and unfit for human consumption and ultimately ordered to be destroyed by the 1st defendant. It was expected that the paragraphs ascending to this would have divulge the particular acts/omission transcending into the negligence alleged.

To the contrary, they contain piece meal and disjointed factual expositions which entertain a confusion as to the particulars of the claimed negligence or cause of action. From the plaint as a whole, it is unclear whether the negligence alleged concerns handling of the cargo as pleaded under paragraph 4(i); refusal by the 1st defendant to load the containerized cargo

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in truck appointed by the plaintiff as pleaded under paragraphs 8 of the plaint; the defendant's negligent/omission/refusal to invite the plaintiff to the joint verification exercise as per paragraph 12 of the plant. It is similarly unclear as who between the defendants is the alleged wrong doer. In paragraph 9(iii) of the plaint, it is pleaded that:

> "That, being in dilemma whose omission and gross negligence has inflated irreparable loss to the plaintiff, the plaintiff has no option than to sue both, as all defendants deny responsibility.

With these confusions and revelations, I am constrained to agree with Mr. Nangi that the provisions of Order VII Rule 1(e) read together with Order VI rule 4 of the Civil Procedure Code, have been offended. The 3rd and 4th limbs of the 1st defendant's preliminary objection are meritorious and are sustained.

Turning to the second limb of the 1st defendant's preliminary objection, it has been argued that the plaint is offensive of the mandatory provisions of Order VII rule 1(f) and (i) which requires the plaint to disclose that the court has jurisdiction and to include a statement of the value of the subject matter of the suit for the purposes of ascertaining the court's jurisdiction and court

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fees. Mr. Mrosso's argument on the other hand, is that, paragraphs 4(i) and 7 of the plaint suffice the requirement of the law.

I will, respectfully, not allow myself to be detained by this point as the content of these two paragraphs fall short of the mandatory legal requirement. AS correctly argued by Mr. Mrosso, the position is well settled as to the strictly compliance with the two provisions and the consequences for noncompliance. This court has on numerous occasions underlined that the plaint must explicitly disclose that the court has jurisdiction by, among other things, specifically stating the nature of the claim, the place where the cause of action arose and the territorial limits of the court (see **Ahmed Chilambo v Murray & Robers Contractors (T) Ltd**, (supra); **Christopher Derek Kadio v Heaven Origenes Mtui & Others** (supra); **Jamal Said and others v Karmal Azizi Msuya** (supra); and **Sued Hamis Chemchem & Another v First National Bank (T) Ltd** (supra). As the plaint in the present case has offended this mandatory requirement, I am fortified that, the plaint has been consequently rendered fatally defective. The second limb of the 1st defendant's preliminary objection is, in the foregoing, sustained.

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Having sustained all the limbs of the 1st defendant's preliminary objection which sufficiently disposes of the suit, I find no need to proceed to the second limb of the 2nd defendant's preliminary objection. The suit is consequently struck out. Considering the nature of the matter, I have found it just and fair that the parties share the costs by each of them bearing her respective costs.

DATED at DAR ES SALAAM this 1st day of June 2022.

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Signed by: J.L.MASABO

J.L. MASABO

JUDGE

IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
DAR ES SALAAM DISTRICT REGISTRY