

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA  
IN THE DISTRICT REGISTRY OF SHINYANGA**

**AT SHINYANGA**

**CIVIL CASE NO 5 OF 2021**

**PHILIMONI MENGI MUSHI.....PLAINTIFF**

**VERSUS**

**1. CRDB BANK PLC.....1<sup>ST</sup> DEFENDANT**

**2. MEM AUCTIONEERS AND GENERAL**

**BROKERS LIMITED .....2<sup>ND</sup> DEFENDANT**

**CONSENT JUDGMENT**

*8<sup>th</sup> March 2022*

**MKWIZU J**

This settlement order emanates from an amicable settlement by the parties. The plaintiff's suit filed in this court on 2/4/2021 against the defendants was for *inter alia* payment of Tanzania shillings Two Billion, six Hundred Four Million, Eight Hundred Thousand only (say TZS 2,604,800,000/=) and Tanzania shillings One Billion Five Hundred Million only (say TZS 1,500,000,000/=) being specific and general damages respectively and Tanzania Shillings Three Hundred Ten Million (say TZS 310,000,000/=) being the purchase price of a Village Farm No. 46 located at Chibe area Shinyanga Municipality, registered under Certificate of Title

No. 16328 LR Mwanza, L.O 182558. (Hereinafter referred to as "the suit premises").

Before the hearing of the suit, the parties agreed to settle out of court and a duly signed Deed of settlement was filed in this court on 7<sup>th</sup> March 2022 exhibiting parties agreement to cordially end the matter with terms and conditions which this court adopts to be part of the court's JUDGEMENT and DECREE as follows:

1. That, the 1<sup>st</sup> Defendant shall pay to the Plaintiff a total sum of Tanzania Shillings Seven Hundred Fifty Million (say TZS 750,000,000/=) which includes purchase price and compensation for exhaustive improvements done by the plaintiff to the suit premises and other claims relating to the suit premises.
2. That, the above stated amount shall be paid to the plaintiff by a single installment within Fourteen (14) days from the day of filing this deed of settlement by depositing into Bank Account Number 0251004176 kept at Exim Bank Tanzania Limited, Shinyanga Branch in the name of Philimon Mengi Mushi.
3. That, the Plaintiff shall hand over the suit premises and all relevant documents relating to the suit properties to the African Inland Church of Tanzania (AICT) in the presence of the 1<sup>st</sup> Defendant within Nineth (90) days from the date of filing this deed of settlement. Immediately thereafter the plaintiff shall initiate the process of removing all persons, workmen or his agents from the suit premises and shall irrevocably cede control over the same.
4. That, the plaintiff shall deliver to the 1<sup>st</sup> Defendant the certificate of Title No. 16328 LR Mwanza, L.O 182558 and other documents

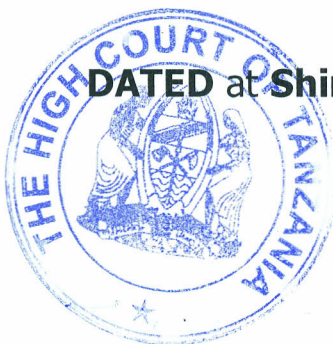


evidencing ownership, possession and such other documents as may be necessary for the running of the suit premises as a private school.

5. That, the plaintiff will be allowed to remove from the suit premises (with exceptions of student tables, chairs and bed) all other movable properties and items (not affixed/attached to the property or land) which he brought and kept in the suit properties after purchasing the property. The removal of the said properties shall be done in the presence of a representative from the AICT and the 1<sup>st</sup> Defendant who will be able too identify movable items which have been agreed to remain at the suit premises as well as those which were at the suit premises before the premises were sold to the plaintiff.
6. That, the plaintiff shall ensure that the buildings, all its fixtures and fitting as well as the areas surrounding the suit premises are well maintained and kept in good order before and during the processes of vacating the suit premises. The plaintiff is hereby making assurance that there will be no any act of vandalism, destruction or impairment of any building, fixture, fittings and surroundings of suit premises during the interim period before handing over the same to AICT.
7. That, by this agreement the plaintiff relinquishes all his claims against the first and second defendants in respect of any and all claims of whatever nature which the plaintiff, his successors in title or his agents may have now or at any time in future or, but this Agreement, might have had against the first and second defendant and which may arise out of or are in any way connected with or incidental to the ownership of the suit premises.

8. The parties agree that all their respective interest emanating from the proceedings of civil Case No. 5 of 2021 in the High Court, Shinyanga Registry and its subsequent proceedings are hereby withdrawn and will not be enforced in any manner, except the court order as per the terms of this Deed.
9. This Deed of settlement contains the entire agreement between the parties and no party shall be bound by any other undertaking, representation, warranties, promise or the like not recorded herein.
10. That each party to the suit to bear his/its own costs so far incurred in this case.
11. That this Deed of Settlement, shall have effect as if it were a judgment of the court made after a successful court annexed mediation inter-parties and it shall be enforced in the same manner and to the full extent as a decree of the Court.

The terms of this settlement stated above are hereby recorded as Judgment and Decree of this court. To this end, the suit between the parties is accordingly marked as settled



**DATED** at **Shinyanga** this 8<sup>th</sup> day of **March** 2022.

  
**E.Y. MKWIZU**  
**JUDGE**  
**8/3/2022**