

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
(ARUSHA DISTRICT REGISTRY)
AT ARUSHA
LAND CASE NO. 12 OF 2021**

**HASSAN SAID.....1ST PLAINTIFF
HUSSEIN SAID.....2ND PLAINTIFF
ASHA SAID.....3RD PLAINTIFF**

VERSUS

ABDILLAHI RAMADHANI..... DEFENDANT

CONSENT JUDGMENT

WHEREOF the plaintiff through his plaint duly filed on 14th June 2021 prays
for the following reliefs: -

- i. A declaration that the plaintiffs are lawful owners of the suit property described as Plot No. 10 Block "J" Arusha City
- ii. That, the defendant be ordered to pay the plaintiffs Tshs.500, 000, 000/=
- iii. That, the defendant be ordered to pay Tshs. 20,000,000/= being the value of the destroyed properties of the plaintiff when the defendant demolished their house.
- iv. An order to delete the name of the defendant on Certificate of Title No. 4509 in respect of Plot No. 10 Block "F" Arusha City and an order to substitute it with the names of the plaintiffs
- v. Any other relief this court deems fit, just and equitable to grant

AND WHEREAS the defendant through his written statement of defence duly filed on 14th July 2021, vehemently denied the plaintiffs' claims and sought to be declared a lawful owner of the suit property and an order dismissing the suit with costs.

AND UPON the suit being scheduled for hearing, the parties notified the court of their intention to settle out of the court and they were facilitated accordingly and when **on 27th September 2022** the suit was called before me to ascertain the intended settlement, the parties' advocate informed the court of the fact that the parties' settlement of settlement to have been duly filed in court. Therefore, this consent judgment arising from a mutually acceptable settlement by the parties with assistance of the court. The parties' Deed of Settlement is thus adopted to form part and parcel of the court's proceedings and I further proceed making the following orders;

IT IS HEREBY ORDERED AND DECREED THAT;

1. The defendant shall pay the plaintiff a total of forty-five million (Tshs. 45,000,000/=) as the settlement amount of the plaintiffs' claim against him through the 1st plaintiff's account withheld by CRDB
2. The defendant had already paid Tshs. **25,000,000/=** on the month of September prior filing of the parties' deed of settlement
3. The remaining Tshs. **20,000,000/=** shall be paid in two instalments 1st instalment at the tune of Tshs. **10,000,000/=**

shall be payable on or before 30th October 2022 and the remaining instalment of Tshs. **10,000,000/=** shall be paid on or before 31st January 2023

4. The plaintiffs have no other claims against the defendant and the defendant is thus lawful owner of the suit property with a Certificate of Title No. 4509 in respect of Plot No. 10 Block "F" Arusha City
5. The deed of settlement adopted by the court and forming part of the court's decree is binding upon the parties with the effect of full force and effect
6. Each party shall bear its costs
7. The plaintiffs' suit is marked settled pursuant to the above terms and conditions which read together with the Deed of Settlement signed on 22nd September and 27th September 2022 and admitted by the parties and the court respectively
8. That, each party shall bear its own costs.

Given under my Hand and Seal of the Court this **22nd September, 2022**




M. R. GWAE
JUDGE

*Extracted on the **22nd September, 2022***

Issued on.....