

IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
(DODOMA DISTRICT REGISTRY)
AT DODOMA

DC CIVIL APPEAL NO. 2 OF 2022

(Arising from Ruling of the District Court of Dodoma at Dodoma in Misc. Civil Application
No. 31 of 2021 dated 13th December, 2021 before Hon. A.E. Katemana- SRM)

J.T.MAPENDO CO. LTD..... APPELLANT

VERSUS

RAMADHAN HAMIS MAHAMUDU..... RESPONDENT

22/9/2022 & 22/9/2022

JUDGMENT

MASAJU, J

The Appellant, J.T. Mapendo Co. Ltd, lent the Respondent Ramadhani Hamis Mahamudu, TZS 400,000 on the 25th day of October, 2019 on the arrangement that the said loan should have been repaid TZS 480,000 by the 23rd day of November, 2019. The loan had to be serviced by way of Standing Order, that is to say, by deduction from the Respondent's salary directly by the NMB Bank/Account No. 51710006802 which is in the name of Ramadhan Hamis Mahamudu. The Respondent defaulted service of the said loan. The Appellant successfully sued the Respondent before Makole Primary Court in Civil Case No. 212 of 2020. The said trial court ordered the Respondent to pay TZS 1,240,000. That is to say, the Principal sum of TZS 400,000 plus eight months interest thereof TZS 640,000/= and TZS 200,000 being the disturbance thereof. The District Court of Dodoma vide Misc. Civil Application No. 31 of 2021 for execution of the Decree by the trial court, decided that

trial court lacked jurisdiction to commit the Respondent to a Civil Prison in satisfaction of the debt, hence the appeal to the Court as per the three grounds of appeal on the Memorandum of Appeal taking issues with the said District Court's decision though the said District Court did not quash the trial court's decision that the Respondent pay the Appellant TZS 1,240,000/=.

Before the Court today the 22nd day of September, 2022, the parties appeared in person, Mr. Audifas Laswai, principal officer of the Appellant appeared for the Appellant Company. The layman principal officer of the Appellant company adopted the grounds of appeal in the memorandum of Appeal to form submissions in support of the appeal praying the court to allow the appeal with costs accordingly.

The layman Respondent did not contest the appeal but readily admitted that he was indebted to the Appellant TZS 1,160,000 by now. That, his salary was not so supporting of paying back the loan once and for all, hence will pay the said loan gradually by installment within three months. That in July, 2022 he paid TZS, 80,000/= and that by the 30th day of September, 2022 he will also pay part of the loan. The Respondent prayed the court to allow him to service the loan by way of monthly instalments accordingly.

The Appellant doesn't contest the Respondent's proposal on how he shall discharge his contractual obligation as regards the outstanding debt, TZS 1,160,000/=.

That being the case, the Court shall not indulge herself in considering the ground of appeal. In *lieu* thereof, the Court hereby confirms the Respondent's financial indebtedness to the Appellant.

The Respondent shall, successfully discharge his contractual obligation to the Appellant by way of monthly instalments of the outstanding loan (TZS. 1,160,000) within five months of this judgment accordingly. The parties shall bear their own costs.




GEORGE M. MASAJU

JUDGE

22/9/2022