

**IN THE HIGH COURT OF TANZANIA
(DISTRICT REGISTRY OF MOROGORO)**

AT MOROGORO

LAND CASE NO. 14 OF 2022

MARGARETH MATILDA PLAINTIFF

VERSUS

ADAM HASSAN CHANDE 1ST DEFENDANT

JUMA S KACHEMELA 2ND DEFENDANT

HARRIETH N. BANZI 3RD DEFENDANT

NARSIS BONI SHAO 4TH DEFENDANT

MOROGORO MUNICIPAL COUNCIL 5TH DEFENDANT

COMMISSIONER FOR LANDS 6TH DEFENDANT

ATTORNEY GENERAL 7TH DEFENDANT

CONSENT JUDGEMENT

(DEED OF SETTLEMENT)

**(Made under Section 95 read together with Order XXIII, Rule 3 of the Civil
Procedure Code [Cap. 33 R. E, 2019])**

15th December, 2022

CHABA, J.

On the 22nd day of August, 2022, I was assigned to handle this matter as the Mediator. Basically, the Plaintiff, Margaret Matilda, on the 28th day of December, 2021 instituted this Land Case against the Defendants, praying for Judgment and Decree jointly and severally against the defendants as follows:

One; That all the process of acquisition and subsequent allocation and transfer of Plot No. 4, Block "E" situated at Msamvu area, within Morogoro Municipal Council to the Defendants was unlawful and void ab-nitral, **Two;** That, the Plaintiff herein is the lawful owner of Plot No. 4, Block "E" situated at Msamvu area, within Morogoro Municipal Council, **Three;** An order to the 6th Defendant to register the names of the Plaintiff on Plot No. 4, Block "E" situated at Msamvu area, within Morogoro Municipal Council with Certificate of Title No. 128409, **Four;** General damages to be assessed by the Court, **Five;** Costs of this case, and **Six;** Any other relief(s) this court deem fit to grant.

According to the plaint, sometimes in January, 2014 the plaintiff became aware that, the 1st defendant was issued with another Letter of Offer in respect of the suit premises by the 5th defendant and later on speedy transfer to the 2nd, 3rd and the 4th defendants had taken place throughout that period of time.

The plaintiff averred further that, the acts of the 5th to 7th defendants to purportedly revoke the plaintiff's right in the suit premises, allocation and transfer of the plot in dispute to the 1st to 4th defendants from the plaintiffs is illegal and was done contrary to the laws of the land with ill motive and hence the plaintiff had to seek recourse before this honourable court.

When the matter was placed before me for mediation on 15/12/2022, Mr. Hemedi Said Mkomwa, learned State Attorney, who entered appearance for the 5th, 6th and 7th defendants, informed the Court that parties have mutually agreed

to settle the matter at this stage of mediation, and went further by reducing their agreement into writing and accordingly, they filed a Deed of Settlement on 14/12/2022.

Upon perusal to the Deed of Settlement, both parties, the Plaintiff and the Defendants, save for the 1st and 2nd Defendants, have signified their consent by putting their signatures against their names altogether. This Court therefore, proceeded to adopt the Terms and Conditions registered as Deed of Settlement to form part and parcel of this Consent Judgement. The Terms and Conditions of the Deed of Settlement are quoted verbatim hereunder: -

1. That, the 5th and 6th Defendants herein shall compensate the Plaintiff with two (2) adjacent medium density Plots at Kiegea B in Morogoro Municipal. That, the said plots have not been identified as the process of surveying has not been finalized in the identified place when entering this agreement.
2. That, upon receipts of the Plots herein named, the Plaintiff shall relinquish all the claims in respect of the subject matter of Land Case No. 14 of 2021 which shall be marked officially finalized and settled and the Plaintiff shall not, at any time, after the signing of this deed, prefer any claim whatsoever in respect thereof.
3. That, the settlement Plots herein named, is inclusive of all costs and expenses incurred in connection with the suit and/or this Agreement



including, but without limitation to attorneys, accountants, financial advisors and court fees.

4. That, the settlement Plots herein shall be allocated to the Plaintiff within 12 months from the date of signing of this deed of settlement.
5. Any other and further costs and expenses not mentioned under this agreement, and which has been and or shall be incurred by any party herein in relation to any matter the subject of this agreement shall be solely borne by the party incurring such expenses.
6. That should any other or further costs and expenses be incurred because of any breach of whatsoever nature of this agreement by either party hereto, then those costs shall be recoverable from the party guilty of such a breach.
7. This agreement shall, upon filed in the High Court of Tanzania at Morogoro, shall have the same effect as a decree duly made by the Honourable Court capable of being executed in the same manner as any other decree of the Court.
8. That, pursuant to and in accordance with the terms and conditions herein contained, the parties herein mutually agree and endorse the order of the Honourable Court directing that matter the subject of this deed has been amicably settled between the plaintiff and defendants on terms and conditions herein contained.



9. This Agreement shall be binding upon and solely to the benefits of the parties hereto and their respective successors in title and representatives and shall not be enforceable by or inure to the benefit of any third party.
10. This agreement shall be effective on the date it shall be signed by both parties.
11. No waiver of the breach of the terms of or any default under this agreement shall be deemed a waiver of any subsequent breach or default or in any way affect the other terms of this agreement.

From the foregoing, it is crystal clear that parties have mutually agreed that this Deed of Settlement shall have the same effect as a decree duly made by this Honourable Court capable of being executed in the same manner as any other decree of the Court on the strength of mutual agreement by the parties themselves.

Now, it is hereby declared that the executed Deed of Settlement with effect from the date of filing in this court, that is on 14th day of December, 2022 binds all parties herein and to the subsequent application(s) or suits arising from the same cause of action. Consequently, this court do hereby invoke her powers under section 95 and Order XXIII, Rule 3 of the Civil Procedure Code [Cap. 33 R. E. 2019] to mark this Land Case No. 14 of 2021 amicably settled. Further, the terms and

Done

conditions comprised in the Executed Deed of Settlement as quoted verbatim herein above holistically adopted hereto, forming part and parcel of this Court Judgment and Decree. **It is so ordered.**

DATED at MOROGORO this 15th day of December, 2022.




M. J. Chaba

Judge

15/12/2022

Court:

Delivered at my hand and Seal of the Court this 15th day of December, 2022 in the presence of the Mr. Hemedi Said Mkomwa, learned State Attorney who entered appearance for the 5th, 6th and 7th defendants, the Plaintiff and his learned advocate Mr. Emmanuel Mbuga who also held brief for Mr. Jackson Liwewa, learned advocate for the 3rd and 4th defendants, save for the 1st and 2nd defendants.



M. J. Chaba

Judge

15/12/2022