

THE UNITED REPUBLIC OF TANZANIA
JUDICIARY
IN THE HIGH COURT OF TANZANIA
(DISTRICT REGISTRY OF DAR ES SALAAM)
AT DAR ES SALAAM
LAND REVISION NO. 27 OF 2018

(Originating from Land Application No. 21 of 2017, District Land and Housing Tribunal of Morogoro)

SALUM MTORO APPELLANT
VERSUS
MARIAM APOLINARY ALFANI.....1ST RESPONDENT
PROPERTY INTERNATIONAL MOROGORO2ND RESPONDENT
MOHAMED HASSAN 3RD RESPONDENT

CONSENT JUDGEMENT

Hearing date on: 14/03/2022

Judgement date on: 21/3/2022

NGWEMBE, J:

This judgement is a result of dissatisfaction from the decision of the District Land and Housing Tribunal made on 27 June, 2018, whereby the Tribunal dismissed the application for the reasons quoted hereunder: -

"All in all, as opined by the Assessors, it is the probate court who has powers to nullify the relevant public auction. This tribunal has no powers to nullify the orders executed by Primary Court though this tribunal has noticed some irregularities"



Being dissatisfied with that decision, the appellant decided to exercise his basic right to appeal to this court.

However, on the hearing of this appeal, the appellant stood up in court and addressed the court by rescinding his appeal and justified his decision by submitting that; the matter has been dragging on for many years in the corridors of courts of law; the disputants are all relatives; the source of all that troubles is their aunt, (sister of his father) (1st Respondent); therefore, to settle this matter once and for all, he prayed this court to mark the appeal settled based on the following conditions:

- i. This court to order the respondents to pay him only his entitlement of shillings ten million (TZS. 10,000,000/=)
- ii. The payment be executed in instalment basis. The first instalment of TZS. 5,000,000/= be payable on the date of judgement; and the balance may be paid on different instalments.

He concluded and rested his case.

Mariam Apolinary Alfani, Conceded to the proposal and to the submission of the appellant. That she agreed amount shall be paid to him as requested.

Mohamed Hassan, likewise, agreed with the appellant's submission and as a way of amicable settlement of this appeal once and for all, he promised to contribute two million shillings to the ten million shillings. His contribution will be paid on the first instalment to form an aggregate of seven million shillings (TZS. 7,000,000/=) payable on the date of judgement. The remaining three million shillings (TZS.

3,000,000/=) shall be settled by the 1st Respondent on instalment basis.

Moreover, all parties agreed to settle amicably this appeal based on the conditions stated hereinafter.

Following the parties address on their agreements, this court do hereby enter judgement for the appellant based on the following agreement:-

1. This appeal is marked settled on the terms and conditions agreed by both parties;
2. The appellant Salum Mtoro will be paid by the Respondents a total sum of Shillings ten million (TZS. 10,000,000) only.
3. The execution of the agreed amount of money will be on instalment bases; the first instalment of shillings seven million (TZS. 7,000,000/=) shall be paid on the date of delivery of this judgement.
4. The mount due for the first instalment will be contributed by the 1st Respondent shillings five million shillings (TZS. 5,000,000/=) and the 3rd Respondent shall contribute shillings two million (TZS. 2,000,000/=) only. The remaining amount of shillings three million (TZS. 3,000,000/=) shall be paid in instalment basis by the 1st Respondent.
5. Each party shall bear his/her own costs.

Now, it is hereby declared that, the Executed Deed of Settlement effectively from the date of this judgment bind all parties herein, and other subsequent applications or suits arising from the same cause of action. Therefore, this Court doeth hereby, invoke powers under section

95 and Order **XXIII** Rule 3 of the Civil Procedure Code Cap 33 R.E. 2019, to mark Land Revision No. 27 of 2018 amicably settled. Further, the Terms and Conditions agreed by both parties form part of this court judgement and decree, whoever defaults shall be liable in law.

Order accordingly.

Date at Dar Es Salaam this 21st March, 2022.



NGWEMBE, J

JUDGE

21/3/2022

Court: Judgement delivered this 21st day of March, 2022 in the presence of the Appellant and Respondents.



P.J. NGWEMBE

JUDGE

21/03/2022