

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
IN THE SUB- REGISTRY OF DAR ES SALAAM**

AT DAR ES SALAAM

MISC. CIVIL APPLICATION NO. 538 OF 2021

MAISHA TELECOM LIMITED CLAIMANT

VERSUS

ZANZIBAR TELECOM LIMITED RESPONDENT

RULING

16th and 16th March, 2022

KISANYA J.:

On the 27th day of July, 2021, this Court received an award that was issued by Mr. Rugambwa Cyril Pesha, arbitrator of Tanzania Institute of Arbitrators (TIArb). The said award was made in fulfillment of the order dated 17th June, 2019 which was issued by this Court (Hon. Mtungi, J) in Misc. Application No. 275 of 2019 which originated from Civil Case No. 53 of 2019.

Upon being served, the respondent, Zanzibar Telecom Limited did not challenge the said award under section 74(1) (a) and (b) of the Arbitration Act, Cap.15, R.E 2020.

When the matter was called on for orders today, Ms. Neema Mahunga and Ms. Zakia Ali, learned advocates appeared for the

claimant while, Mr. Rosan Mbwambo, learned advocate appeared for the respondent.

Mr. Mbwambo informed the Court that the respondent was not intending to challenge the award. In that regard, Ms. Mahunga, prayed that the award be registered as a judgment of this Court. Both counsels were at one that parties were in the process of arriving at an agreement on how to satisfy the award.

In terms of section 73(1) and (2) of the Arbitration Act (supra), an award issued by an arbitral tribunal is, with leave of the Court, enforced in the same manner as a judgment or order of the Court. Thus, upon granting leave, the Court proceeds to enter judgment in terms of the award.

Having considered that the award made by the arbitrator of Tanzania Institute of Arbitrators is not challenged by the respondent, this Court holds that it qualifies to be enforced as a judgment and/or order of this Court.

In view thereof, this Court orders that the award dated 14th July, 2021 be enforced in the same manner as a judgment the Court.

As a result, judgment is entered in favour of the claimant and against the respondent in the following terms of the award:-

1. Declaration that the Respondent's act of termination of the Claimant is in breach of the authorized Distinguished Agreement Contract No. ZPA/130/07/212 dated 13th July, 2012 and MOU dated 11th June, 2013;
2. The Respondent is ordered to pay the Claimant a sum of TZS 2,510,408,841.28 being general damages.
3. The Respondent is ordered to pay the Claimant a sum of TZS 56,251,232 being special damages.
4. The Respondent is ordered to pay the Claimant interest on (2) and (3) above at the rate of 21% per annum from 5th December, 2020 to the date of payment.
5. The Respondent is ordered to pay the Claimant costs of and incidental to the Arbitration taxed at TZS 29,800,000 plus interest at decretal rate of 17% from 14th July, 2021 until full payment.

The Court makes no order as to costs of the present application.

DATED at DAR ES SALAAM this 16th day of March, 2022.



A handwritten signature in black ink, appearing to be "S.E. Kisanya".

S.E. Kisanya
JUDGE