

IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

IN THE SUB- REGISTRY OF MANYARA

AT BABATI

LAND CASE No. 2 OF 2023

**MARGWE QWARAY (As the Administratrix of the Estate of the late Gidamuld
Gidmariri..... PLAINTIFF**

VERSUS

GIDANG'WA VILLAGE COUNCIL.....1ST DEFENDANT

BABATI DISTRICT COUNCIL..... 2ND DEFENDANT

ATTORNEY GENERAL..... 3RD DEFENDANT

CONSENT JUDGMENT

Date: 10/7/2023,

BARTHY, J.

The plaintiff Margwe Qwaray (as the administrator of the estate of the late Gidamuld Gidmariri filed her plaint against Gidangwa village Council and Hon. Attorney General as the first, second and third defendant respectively.

The plaintiff seeking for declaration orders against the defendants that the first defendant be declared the trespasser to the plaintiff's property, the declaration that 5 acres of the suit land is part of the estate of Gidamulda Gidmariri, an order permanently restraining the defendants, their agents, assignees, workmen or whoever is working on their directions



or orders from interfering with the plaintiff in her peaceful possession of her properties, Prompt, fair and adequate compensation to plaintiff after taking 5 acres of the disputed land without following legal procedures, general damages to be assessed by this court; costs of the suit and any other relief this court may deem fit, just and equitable to grant.

Having this matter scheduled for mediation and the parties agreed to resolve the matter. Thus, on 10th of July 2023 the parties filed their deed of settlement before this court.

With respect to the deed of settlement filed before this court, with respect to order XXIII, Rule 3 of the Civil Procedure Code Cap 33 R.E 2022 upon such agreement being made, it gives the mandate to the court to pass a decree in accordance to the agreement made.

The parties to this matter intended their suit to be wholly settled. Thus, by the deed of settlement dully executed by the parties and filed in this court, this court hereby recorded this suit to be settled by the terms and conditions as agreed in the deed of settlement as follows:

1. That, there is no existing dispute between the plaintiff and the Defendants in relation to the suit land measured 5 acres located at Gidang'war village, Madunga ward within Babati district, Manyara

Region, but rather there is an existing dispute between the Plaintiff and her children.

2. That, given the nature of the suit, the plaintiff consented that the dispute herein involves family members and that the Defendants have no interest with the dispute land and the plaintiff shall refer the matter to their family elders to find an amicable settlement.
3. That, the Defendants shall not interfere with any family arrangement of the plaintiff on the dispute land.
4. That, the parties warrant that in agreeing to the terms of this Agreement, they have not relied in any way upon any representations or statements of the other party regarding the subject matter hereof or the basis or effect of this Agreement other than those representations or statements contained herein
5. That, each party undertake to act diligently, and co-operatively to ensure a smooth and full implementation of this deed.
6. That, it is hereby agreed that all expenses and costs incurred by each party in connection with this case shall be borne by the party incurring such expenses.
7. That, if any party refuses or neglects to perform his/her obligations stipulated herein, the injured party shall be entitled to treat this deed as



terminated due to breach, and the land case that forms of basis of this deed shall proceed to the trial stage.

8. That, this agreement upon being filed in Court shall have the same effect as a decree dully made by the Court capable of being executed in the same manner as any other decree of the Court.
9. That, this Deed of Settlement shall be governed by, and construed in accordance with, the law of Tanzania. Any dispute arising out of or in connection with, or concerning the carrying into effect of, this deed shall be subject to the exclusive jurisdiction of the courts of Tanzania, and the parties hereby submit to the exclusive jurisdiction of those court for these purposes.

It is so ordered.

Dated at Babati this 10th date of July 2023.



A handwritten signature in blue ink, appearing to read 'G. N. Barthy'.

G. N. BARTHY

Judge

Delivered in the presence of the plaintiff, Mr. Geoffrey Jaffary learned state attorney. The copy of consent Judgment and Decree to be supplied to the parties.