

THE UNITED REPUBLIC OF TANZANIA

JUDICIARY

IN THE HIGH COURT OF TANZANIA

(MTWARA DISTRICT REGISTRY)

AT MTWARA

MISC. CIVIL APPLICATION NO.8 OF 2022

(Arising from Nachingwea District Court in Civil Appeal No.5 of 2021 and originating from Nachingwea Urban Primary Court in Civil Case No.25 of 2021)

JONATHAN CHACHA TYENYI.....APPLICANT

VERSUS

SAID SEIF DIBWE.....RESPONDENT

CONSENT JUDGMENT

(DEED OF SETTLEMENT)

(Made under s.95 read together with Order XXIII Rule 3 of the Civil Procedure Code Cap. 33 R.E. 2019)

15/6/2023

LALTAIKA, J.

When this matter was called on for mention today, the applicant appeared in person and unrepresented while the respondent was being represented by **Mr. Faraji Taratibu**, learned Advocate. At the outset Mr. Taratibu submitted that when this matter came for mention on 09/03/2023

the respondent prayed for extension time to file counter affidavit. The prayer was granted, and the counter affidavit was filed. More so, he contended that thereafter the applicant approached the respondent and thus, both parties agreed to amicably resolve the matter out of court in order to maintain good relationship businesswise and to avoid unnecessary court expenses.

Again, the learned counsel submitted that they have registered the Deed of Settlement which was executed between them on 12/06/2023. The learned counsel thus prayed this court to adopt the terms and conditions and be part and parcel of this consent ruling. On the other hand, applicant submitted that that is the position and had nothing to add.

Having dispassionately gone through the registered Deed of Settlement, I am fortified that it confirms with the requirements of the law (O.XXIII Rule 3 of the Civil Procedure Code [Cap. 33 R.E. 2019]). Consequently, I proceed to adopt the terms and conditions of the registered Deed of Settlement to form part and parcel of this consent ruling as appearing herein below:-

- a) That the Application No. 08/2022 filed in this Court (High Court of Tanzania Mtwara District Registry) be marked withdrawn.*
- b) That the Applicant offers PLOT NO.233 BLOCK "H" located at KILIMANIHEWA in NACHINGWEA District to the Respondent as payment of the debt which was the cause of action in the decision intended to be challenged, and the Respondent accepts the offer.*
- c) That each Party shall bear his own costs.*
- d) That this DEED OF SETTLEMENT shall constitute a Consent Order and decree of the Court.*

Therefore, I hereby declare that the executed Deed of Settlement effective from the date when it was lodged in this court, that is, on

15/06/2023, binds all parties herein and to the subsequent applications or suits arising from the same cause of action. Thus, this court do hereby invoke powers under section 95 and Order XXIII Rule 3 of the Civil Procedure Code [Cap. 33 R.E. 2019], to mark Misc. Civil Application No.8 of 2022 and its original cases, that is Civil Appeal No.5 of 2021 from Nachingwea District Court and Civil Case No.25 of 2021 of Nachingwea Urban Primary Court are amicably settled. More so, the Terms and Conditions contained in the executed Deed of Settlement as summarized herein above, adopted hereto, forming part of this Court Ruling and Court Order.



Court:

Ruling delivered this 15th day of June 2023 in the presence of the applicant who has appeared in person, unrepresented and Mr. Faraji Taratibu, learned Advocate for the respondent.



E.I. LALTAIKA
JUDGE
15.06.2023



E.I. LALTAIKA
JUDGE
15.06.2023