

**THE UNITED REPUBLIC OF TANZANIA**  
**JUDICIARY**  
**IN THE HIGH COURT OF TANZANIA**  
**(MTWARA DISTRICT REGISTRY)**  
**AT MTWARA**  
**LAND CASE NO.2 OF 2023**

**BASHIR NOOR MOHAMED SAJAN** (as the Administrator  
of the estate of the late SHEIKH ABDUL RAUF) .....**PLAINTIFF**  
**VERSUS**  
**GLOBAL LAND SOLUTIONS LIMITED**..... **DEFENDANT**

**CONSENT JUDGEMENT**  
**(DEED OF SETTLEMENT)**

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

*21/11/2023*

**LALTAIKA, J.**

The Plaintiff, **BASHIR NOOR MOHAMED SAJAN**, a natural person is suing under the capacity of the Administrator of the estate of the late **SHEIKH ABDULRAUF**. On 04/05/2023 the Plaintiff filed this suit against the defendant and claimed the following reliefs as reproduced herein below:

- (i) *A declaration that the Defendant has breached the Agreement dated 1<sup>st</sup> May 2016, read together with; Execution Agreement dated 13<sup>th</sup> December 2019; An Addendum to the Agreement dated 12<sup>th</sup> June 2020 and an Addendum to the Agreement for the Development of Mtandi Farm into Housing Estate and Sales of Plots realised dated 29<sup>th</sup> December 2022.*
- (ii) *An order of payment of general damages may be assessed by the Honourable Court but preferably, not less than Tshs. 300,000,000/= (say Tanzania shillings Three Hundred Million only).*
- (iii) *Interest thereof at bank commercial rate of 21% per annum from the date of filing to the date of full recovery.*
- (iv) *Costs of the suit.*
- (v) *Any other relief(s) and orders that this Honourable Court may deem just to grant.*
- (vi)

After pleadings were complete, the suit went to the stage of mediation. Thus, I was appointed to be the mediator. During mediation parties showed interest in settling the dispute and agreed to file the Deed of Settlement/Comprise of Suit. However, the Plaintiff was represented by Ms. Lightness Kikao, learned Advocate from HM NOBLE ATTORNEYS. On the other hand, the Defendant was represented by Mr. Emmanuel Ngongi, a learned Advocate. In so doing, on 20/11/2023 they lodged in this court a Deed of Settlement. Besides that, the learned counsels have implored this court to record the Deed of Settlement as part of the Decree of the court.

**Having dispassionately gone** through the filed 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 judgment as appearing herein below: -

" 5. NOW, THEREFORE, it is HEREBY AGREED between the Parties as follows: -

- (i) That, the Plaintiff and the Defendant have reviewed the matter as it stands and have agreed to resolve their dispute amicably on the terms and conditions set forth herein and are desirous of recording a settlement as a consent Judgment.
- (ii) That, the Plaintiff and the Defendant hereby agree to abandon all claims related, connected and or incidental to the LAND CASE NO.2 OF 2023 now pending before this Honourable Court.
- (iii) That the Defendant agrees to pay the outstanding 30% share on the sale of Plots to the Plaintiff as of May 2022 to the tune of TZS 14,935,140/= (Say Tanzanian Shillings Fourteen Million Nine Hundred Thirty-Five Thousands One Hundred and Forty) within Thirty days (30) from the date of recording and adopting this Deed of Settlement as consent judgment of the Court.
- (iv) That the Defendant also agrees to calculate and have the 30% share on the sale of Plots covering 01 st June 2022 up to 31<sup>st</sup> December 2023 deposited to the Plaintiffs Bank account in staged five (05) instalments starting from 28<sup>th</sup> February 2024, second on 31<sup>st</sup> March 2024, third on 30<sup>th</sup> April 2024, fourth on 31 st May 2024 and the fifth and last installment on 30<sup>th</sup> June 2024.
- (v) The Defendant hereby agrees and commits herself to deposit on quarterly basis, the 30% share on each amount deposited by the buyer or allocate for new sales starting from 01<sup>st</sup> January 2024 which will be furnished to the Plaintiff by the Defendant, and in case of any delay prior communication shall be served to the Plaintiff stating when the deposit will be made which shall not exceed thirty days from the due date of the quarterly report.
- (vi) It is agreed further that, for each sales starting from 01<sup>st</sup> January 2024, new buyers will be required to pay 50% of the purchase price within Fourteen (14) days from the date of execution of sale agreement and complete the remaining 50% within six (06) Months from the date of

*executing the sale agreement at the market value of TZS 3,000/- per square meter and the buyer shall bear the costs associated with issuance of new certificate of title.*

- (vii) That, on quarterly basis, the Defendant shall furnish to the Plaintiff reports on the sale of the Plots. For purposes of this Deed, the first report shall contain information regarding sales of Plots from 01<sup>st</sup> June 2022 up to 31<sup>st</sup> December 2023 and thereafter the normal quarterly report shall proceed.*
- (viii) That parties agree that all financial deposits to the Plaintiff shall be through the NMB Bank Account in the name of Bashir Noor Mohamed Sajan administrator of the late Sheikh Abdul Rauf (Account No. 20610024699).*
- (ix) The Plaintiff commits himself to stop from interfering with the operation of the projects except when the Defendant or his agents fail to observe the Law of the United Republic of Tanzania and or breach the terms of this Deed. For purposes of this Deed, the Defendant shall deal directly with the Plaintiff on any issue concerning the project.*
- (x) That upon filling and recording of this Deed of Settlement, parties to this settlement shall be strictly bound by the terms contained in this Deed of Settlement and together with the Agreement dated 1<sup>st</sup> May 2016, read together with Execution Agreement dated 13<sup>th</sup> December 2019 an Addendum to the Execution Agreement dated 12<sup>th</sup> June 2020 and Addendum to the Agreement for the Development of Mtandi Farm into Housing Estates and sales of Plots dated 29<sup>th</sup> December 2022 which will be read together with this Deed."*

To this end, I hereby declare that the executed Deed of Settlement effective from the date when it was lodged in this court, that is, on 20/11/2023, 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 Land Case No.7 of 2021 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 Judgment and Court Decree.

It is so ordered.



A handwritten signature in blue ink, appearing to read "E.I. Laltaika".

**E.I. LALTAIKA  
JUDGE  
21.11.2023**

Judgement delivered this 21<sup>st</sup> day of November 2023 in the presence of Ms. Lightness Kikao, learned advocate for the Plaintiff while Mr. Emanuel Ngongi, learned State Attorney for the Defendant.

A handwritten signature in blue ink, appearing to read "E.I. Laltaika".



**E.I. LALTAIKA  
JUDGE  
21.11.2023**

