

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
IN THE SUB- REGISTRY OF MWANZA
AT MWANZA**

CONSOLIDATED LABOUR REVISION NO. 9 & 10 OF 2023

GEITA GOLD MINING LIMITED APPLICANT

VERSUS

IBRAHIM BEATUS KAYWANGA 1ST RESPONDENT
JOSEPH ENOCK SANGIJO 2ND RESPONDENT
ZEPHANIA PETER YOHANA 3RD RESPONDENT
AMOS NYANDA NHENDE 4TH RESPONDENT
ELIYA GADUWE SIGAN 5TH RESPONDENT
EMMANUEL ZACKARIA BARANKENA 6TH RESPONDENT
BONIPHACE SALVATORY KAZAURA 7TH RESPONDENT
JACOB ENOCK MAYANGA 8TH RESPONDENT
MARTIN NCHEYEKI LUFUNGULO 9TH RESPONDENT
WAZIRI SHABANI WAZIRI 10TH RESPONDENT
ISRAEL ELIAS KUSENHA 11TH RESPONDENT
BETSHEBA SHADRACK MALULU 12TH RESPONDENT
ERICK EZEKIEL MTENZI 13TH RESPONDENT
DONALD MUFUNGO MAJEJE 14TH RESPONDENT

CONSENT JUDGMENT

11th & 22nd March, 2024.

CHUMA, J.

Whereas the applicant filed this application against the respondents seeking for reliefs as follows: -

- i. That this honourable court be pleased to revise the award issued by the Commission for Mediation and Arbitration at

Geita in Labour Dispute No. CMA/GTA/86/2021 and set aside the said award.

- ii. That this honourable court be pleased to give any other order(s) it may deem fit and just to grant.

Whereas, respondents filed a reply to the application disputing the alleged facts in the application and prayed for dismissal of the application for want of merit. And whereas upon hearing counsel for the parties that on 11th day of March, 2024, (Mr. Faustine Malongo for applicant and Yisambi Siwale for all respondents) they prayed for another date as they were about to settle this matter out of court, they have successfully settled the matter on terms contained in the deed of settlement (Agreement) which was filed before this court on 21st day of March, 2024. They prayed for the same to be recorded and form part of the decree of this court.

This court went through the said deed of settlement filed on 21.3.2024, and satisfied that the parties herein have arrived amicably into a lawful agreement which disposed the whole application. Therefore, this court adopts the said deed of settlement and the same is recorded as a decree of this court in this case.

Consequently, this court orders thus: -

1. As final and full satisfaction of the award of the CMA in CMA/GTA/86/2021, the Applicant will pay each Respondent the following agreed amount:

- 1.1 **IBRAHIM BEATUS KAYWANGA - TZS 36,682,914.96**
- 1.2 **JOSEPH ENOCK SANGIJO - TZS 93,497,249.5**
- 1.3 **ZEPHANIA PETER YOHANA - TZS 36,682,914.72**
- 1.4 **AMOS NYANDA NHENDE - TZS 57,489,700.8**
- 1.5 **ELIYA GADUWE SIGAN - TZS 37,683,271.68**
- 1.6 **EMMANUEL ZACHARIA BARANKENA-TZS 51,458,661.6**
- 1.7 **BONIPHACE SALVATORY KAZAURA - TZS 47,486,630.4**
- 1.8 **JACOB ENOCK MAYANGA - TZS 47,486,630.4**
- 1.9 **MARTIN NCHEYEKI LUFUNGULO - TZS 45,320,299.68**
- 1.10 **WAZIRI SHABANI WAZIRI - TZS 36,380,673.6**
- 1.11 **ISRAEL ELIAS KUSENHA - TZS 56,138,572.8**
- 1.12 **BETSHEBA SHADRACK MALULU - TZS 33,526,152**
- 1.13 **ERICK EZEKIEL MTENZI - TZS 38,872,042.56**
- 1.14 **DONALD MUFUNGO - TZS 42,477,757.44**

2. The amount mentioned at clause 1 herein above shall be paid by the Applicant to the Respondents into their following Bank Accounts:

- 2.1. IBRAHIM BEATUS KAYWANGA - ACCOUNT NO: **0152771711600 held at CRDB Bank**
- 2.2. JOSEPH ENOCK SANGIJO - ACCOUNT NO: **0152778989200 held at CRDB Bank**
- 2.3. ZEPHANIA PETER YOHANA - ACCOUNT NO: **046203016707 held at NBC Bank**
- 2.4. AMOS NYANDA NHENDE - ACCOUNT NO: **31001601690 held at NMB Bank**

- 2.5. ELIYA GADUWE SIGAN - ACCOUNT NO: **0152622329800**
held at CRDB Bank
- 2.6. EMMANUEL ZACHARIA BARANKENA - ACCOUNT NO:
0150876387800 held at CRDB Bank
- 2.7. BONIPHACE SALVATORY KAZAURA - ACCOUNT NO:
012000005052 held at AZANIA Bank
- 2.8. JACOB ENOCK MAYANGA - ACCOUNT NO: **0152620604800 held**
at CRDB Bank
- 2.9. MARTIN NCHEYEKI LUFUNGULO - ACCOUNT NO:
0152233224300 held at CRDB Bank
- 2.10 WAZIRI SHABANI WAZIRI - ACCOUNT NO: **046174007364**
held at NBC Bank
- 2.11 ISRAEL ELIAS KUSENHA - ACCOUNT NO: **01J2061745700**
held at CRDB Bank
- 2.12 BETSHEBA SHADRACK MALULU - ACCOUNT NO:
0152283414200 held at CRDB Bank
- 2.13 ERICK EZEKIEL MTENZI - ACCOUNT NO: **31010049415**
held at NMB Bank
- 2.14 DONALD MUFUNGO MAJEJE - ACCOUNT NO:
0152629722400 held at CRDB

3. The said amount will be paid within 2 two weeks from the date the dispute is marked settled.

4. The amount mentioned above is subject to PAYE deduction and 10% NSSF deduction provided that the Applicant will also contribute to NSSF 10%.

5. This agreement shall be filed in the Labour Court immediately after the parties have signed the same.
6. It is hereby agreed that the above-mentioned payments are full and final settlement of all claims and causes of action which the Respondents have and or may have against the Applicant arising from the termination of their employment and the cases which were lodged by the Respondents in the CMA and the High Court.
7. The Respondents hereby waive with immediate effect any claims of whatever nature arising out and in connection with the above-mentioned CMA award, the High Court judgment and or the Respondents' employment with the Applicant.
8. By signing this memorandum, the Respondents and the Applicant hereby acknowledge that upon payment of the amount stated in this agreement, the CMA award will have been fully satisfied and the Respondents will have no any other claim previous, present or future against the Applicant with respect to the award of the CMA other than in the manner agreed hereinabove.
9. This Deed of settlement shall upon being filed at the High Court be recorded as a decree of the Court in accordance with the

agreed terms and conditions of this Deed of settlement and parties shall be strictly bound by it with normal default clause to follow in case either party fails to fulfill any of the obligations agreed herein.

10. For the purpose of clarification, the decree recorded pursuant to this Deed of Settlement shall be capable of being executed in the same manner as any other decree of the court is executed.

In that vein, the present case is marked settled to the extent of the deed of settlement reached by the parties as per terms and conditions therein, as it was stated by the CAT in the case of **Motor Vessel Sepideh and Another Vs. Yusuph Mohamed Yusuph and Two Others**, Civil Application No. 237 of 2013 "*where there is a lawful agreement or compromise, the court is bound to record settlement once it is arrived by the parties*". In case of any default in respect of any right conferred to any party herein, the aggrieved party shall have a right to execute such right(s) against the defaulter. Each party will bear its own costs.

It is so ordered.

DATED at **MWANZA** this 22nd day of March, 2024.



W. M. CHUMA
JUDGE

Consent judgment entered in the presence of Mr. Mr. Imani Mfuru advocate for applicant in the absence of an advocate for respondents, this 22nd day of March, 2024.

W. M. CHUMA
JUDGE