

**IN THE HIGH COURT OF TANZANIA  
IRINGA SUB-REGISTRY  
AT IRINGA**

**CIVIL APPEAL NO 04 OF 2020**

**THE REGISTERED TRUSTEES OF WORKS OF MARY  
(FOCOLARE MOVEMENT) IN TANZANIA ..... PLAINTIFF**

**VERSUS**

**THE NATIONAL BANK OF COMMERCE LIMITED ..... 1<sup>ST</sup> DEFENDANT**

**LJ INTERNATIONAL ..... 2<sup>ND</sup> DEFENDANT**

**JUDGMENT**

*07<sup>th</sup> & 28<sup>th</sup> March 2024*

**LALTAIKA, J.**

The plaintiff herein **THE REGISTERED TRUSTEES OF WORKS OF MARY (FOCOLARE MOVEMENT) IN TANZANIA** instituted this suit claiming the following reliefs from the defendants:

- i) A declaration that the defendants are contractually liable as against the Plaintiff.*
- ii) A declaration that the act of the first Defendant concealing the fact of existence of injunction order while led to the plaintiff proceeding with the payment of the remaining balance of the purchase price is unlawful.*
- iii) A declaration that the first defendant has acted bellow professional standards expected of her by failing to reply four notices which were directed to her in respect of the transaction giving rise to this case.*

- iv) An order for refund to the Plaintiff by the first Defendant of TZS 80,000,000/= being the value of the purchase price paid by the Plaintiff.*
- v) An order for payment of interest from the date of judgment until final payment thereof.*
- vi) An order for payment of TZS 8,750,000/= being expenses incurred in pursuit of this transaction.*
- vii) An order for payment of TZS 50,000,000 being general damages.*
- viii) An order for payment of costs of this suit.*

The factual and contextual background leading to the suit are not difficult to grasp. I take the liberty of providing a brief summary. The 1<sup>st</sup> defendant lend money to a person called **Anna Joseph Luvanda**. Having seen that the debt was not being repaid, it ordered the 2<sup>nd</sup> defendant to auction a house that belonged to the said Ms. Luvanda located at Plot No 26 Block H Mtwivila Area, Iringa. The said auction took place on 25.8.2018. The plaintiff was the highest bidder for TZS 80 million. Two days later that 27/8/2018 the plaintiff paid down payment of TZS 20,000,000 equivalent to 25% of the purchase price. On 27<sup>th</sup> September 2018 the plaintiff went to clear the remaining amount of 60 million.

Having paid the same, the defendant acknowledged receipt of the full amount by writing. The plaintiff started to register the house in his name.

By then the land registry for this zone was in Mbeya. While there, it was discovered that an injunction was issued by the District Land and Housing Tribunal (the DLHT) for Iringa. It was suspected that the 1<sup>st</sup> defendant was aware of the said injunction order served to him on 12/9/2018. The second instalment was received after that. The plaintiff came back and initiated communication with the 1<sup>st</sup> defendant. Such talks failed hence this suit.

Throughout the hearing of this suit, which took the form of a continuous [daily] hearing, parties enjoyed skilful services of **Messrs. Frank Ngafumika** and **Nicolas Leon** learned Advocates for the Plaintiff and 1<sup>st</sup> Defendant respectively. An earlier order of this court had endorsed proceeding ex-parte against the second defendant. I take this opportunity to register my sincere appreciation to the learned Advocates for their dedication and commitment, as officers of the court, to assist this court in reaching a just decision.

To pave the way for the hearing the two skilful lawyers engaged in a very useful exercise of formulation of issues. It was agreed that the following issues guide this court in resolving the alleged controversy:

1. *Whether there was concealment of essential information between parties*

2. *If the answer is to the affirmative, whether such concealment amounted to breach of a contract.*
3. *Whether presence of the injunction legally prevented the plaintiff from registering the house in his name.*
4. *To what relief are the parties entitled to.*

Pursuant to the principle obtained in our jurisdiction that he who alleges must prove (See section 110 of the **Evidence Act Cap 6 R.E. 2019**, as articulated by the Court of Appeal of Tanzania in **BERELIA KARANGIRANGI VS. ASTERIA NYALAMBWA** Civil Appeal No 237 of 2017 (unreported), the ball was on the side of the plaintiff to prove existence of the facts alleged to enable this court to give verdict as prayed. In line with the above, the plaintiff paraded two witnesses and tendered two documentary exhibits. The plaintiff's case is summarized below.

PW1 was **Allan Ansga Lwiwa** a 71-year-old gentleman, resident of Kihesa Ngome, member of the board of trustee at the plaintiff. PW1 stated that he resides in Kihesa Ngome Area in Iringa. He stated that he has been employed as a Bursar at Ruaha Catholic University (RUCU) since August 2002. Additionally, he mentioned being a trustee at the Focolare Movement of Tanzania, of which he has been a member since 1994. He further explained that he was appointed among members who had been with the

organization longer, and the election was conducted jointly by members of Focolare in Tanzania and Kenya, with the main office situated in Nairobi.

Regarding the case, PW1 conveyed that the plaintiff "Focolare" participated in an auction organized by the first defendant "NBC" with the intention of acquiring a house. He stated that Focolare emerged as the highest bidders on August 25, 2018, and paid a down payment of 25% on August 27, 2018, amounting to 20,000,000/=. The house in question belonged to Anna Joseph Luvanda, located at Plot No 26 BLOCK H, Mtwivila Area, Iringa. According to the auction procedure, the remaining amount was to be paid by September 27, 2018, which they duly fulfilled, paying a total of TZS 60,000,000/=.

PW1 mentioned receiving an acknowledgment letter from the National Bank of Commerce (NBC) Manager confirming the completion of payment and allowing them to proceed with further processes. He expressed his ability to identify the letter, noting that it bore the NBC logo and was signed by then-manager, **Moses Mwapinga**. He requested the court to admit the letter **as an exhibit, which was duly certified and marked as Exhibit**

**P1.**

Subsequently, PW1 narrated that Focolare initiated the process of transferring the title at the Land Registry in Mbeya. However, they faced hindrance due to an injunction issued by the DLHT for Iringa on September 12, 2018, which restrained the bank from auctioning the house. PW1 stated that they informed the NBC, Iringa Branch about this obstacle upon realizing it after the last payment on September 27, 2018.

The injunction, according to PW1, stemmed from a dispute between the bank and Anna Joseph Luvanda, the owner of the house. He emphasized that Focolare was not involved in the case but was nevertheless affected by the injunction. They became aware of it while attempting to transfer the title in Mbeya, upon encountering a court document from DLHT in the form of an injunction. The document, according to PW1, bore the name of DLHT and involved parties Anna Joseph Luvanda and NBC, focusing on the auction of her house. The court admitted this document as Exhibit P2.

PW1 mentioned that when they made the final payment on September 27, 2018, the injunction had already been issued on September 10, 2018. They then approached the bank manager, informing him of the dispute over the house and requested a refund, which was not fulfilled. After sending multiple notices, they eventually resorted to legal action, seeking assistance

from the court. PW1 expressed his capability to identify these notices, which were authored by Focolare and addressed to NBC.

PW1 stated that subsequently, they instructed their legal counsel to initiate court proceedings. He expressed that their primary request, or what they sought from the court, was the refund of 80,000,000/=. He emphasized that this sum had been in the possession of the defendant for an extended period, and they anticipated compensation for the accrued interest. Additionally, PW1 mentioned incurring expenses when they directed their lawyers to go to Mbeya for the title transfer, totalling TZS 8,750,000/=.

He further mentioned their suffering due to the inability to obtain the house, which encompassed the anxiety associated with pursuing it, constituting general damages. PW1 elaborated that the case had also prolonged due to the defendants' non-appearance in court. As a remedy, he prayed for compensation of at least 50,000,000/= and requested the defendant to bear the costs of the case.

PW1 explained that they made the final instalment under the impression that they would acquire the house. However, it became evident that they would not obtain it. He lamented that had they been aware of this

circumstance earlier, they would not have proceeded with the payment of the second instalment.

**During cross-examination by Advocate Leon,** PW1 acknowledged that the auction occurred on August 25, 2018, and they received a bid note on August 27, 2018. He confirmed receiving the bid note, which indicated their payment of twenty million (25%). PW1 admitted that on September 27, 2018, they paid the remaining amount, constituting 75%. Subsequently, they received the certificate of sale and the title deed for the house, along with other documents to aid in the transfer process. He stated that he couldn't recall the precise timing of their visit to Mbeya but asserted that it occurred after they received the documents.

PW1 mentioned that, their advocate informed them about the bank receiving the notice of the injunction order on September 12, 2018. He clarified that although the lawyer had shown him the notice, she retained it. He mentioned Adv. Scholastica Maliti as the lawyer who provided this information. PW1 pointed out a discrepancy of two days between the notice he tendered in court and the one he referred to during testimony, indicating uncertainty regarding the exact delivery date to court.



Regarding the injunction, PW1 expressed certainty about its existence before the final payment day but refrained from definitively specifying whether it was delivered to court on the 10th or 12th. He reasoned that they were unable to determine when the notice was delivered. PW1 admitted that they assumed they were making legal payments before the DLHT issued the injunction.

PW1 affirmed that since purchasing the house in 2018, they retained the title deed and denied evicting the owner, citing hindrance due to the ongoing court case. He disclosed knowledge of the case's outcome, stating that Anna Luvanda lost and decided to appeal, as informed by their lawyer. However, he clarified that there was no decision invalidating the auction. PW1 confirmed receiving all the house documents but admitted to not returning to the Land Registry to transfer the title after the case concluded. Additionally, he acknowledged not presenting any documents to substantiate the costs incurred during the attempted transfer of the title.

**During re-examination by Advocate Ngafumika,** Counsel for the Plaintiff, PW1 remarked that the order indicated it was issued on September 10, 2018. He emphasized that there was a distinction between the day the order was issued and the date it was delivered. He clarified that they were

provided with the documents but did not personally visit the location. Regarding their decision not to return to the Registry, PW1 explained that they were uncertain about the status of the appeal, so they focused their attention on the NBC instead. He mentioned that their advocate did not inform them about the finalization of the case. Additionally, PW1 stated that the issue of invalidating the auction would not have concerned him.

**PW2 was Stefano Matcovich, an Italian national** on resident permit, who lives at the Consolata Fathers Road, Gangilonga Iringa. During examination in Chief by Counsel for the Plaintiff, PW2 stated that he works as a missionary with the Focolare Movement, a global organization under the Catholic Church. He mentioned being in Tanzania since November 2019, specifically in Iringa. He explained his background as an economist working with banks and other offices in Italy.

PW2 disclosed his membership in the Trustee of the Work of Mary Focolare Movement of Tanzania and their mission to find a house in August 2018. He recounted their participation in an auction on August 25, 2018, in which Focolare won. He noted the payment of the first instalment of TZS 20,000,000 on August 27, 2018, followed by a second instalment of sixty

million on September 27. He mentioned their visit to Mbeya in early October to transfer the ownership of the house.

He revealed that they discovered Anna Luvanda had obtained an injunction before the payment of the second instalment, specifically on September 10, 2018. They were unaware of the injunction, and NBC Bank did not inform them. Despite this, the bank accepted the second instalment payment on September 27. PW2 stated their efforts to seek explanations from the bank through four letters over the following months but received no response. He mentioned that the injunction expired in August 2019, yet they did not receive the house from the bank, which took no action to provide it.

PW2 mentioned that they learned of the expired injunction in April 2020. He recounted personally visiting NBC Iringa Branch multiple times with their lawyer to request the house's delivery. However, attempts to evict Anna Luvanda with the assistance of LJ Agency failed, as she remained in the house. **Consequently, they lost interest in the house after two years of payment and interference with their plans.** Instead, they bought another house in the Gangilonga Area. PW2 asserted their disinterest in the

house for which they paid five years ago and their desire for a refund, leading to the lawsuit.

**PW2 stated during cross-examination by Advocate Leon** that, what he testified was based on his knowledge since his arrival in 2019, clarifying he was not present in 2018. However, as a member of the board and with the purchase being made by the Trustee of the Focolare, PW2 claimed to have known some details from actual members such as PW1. He further mentioned that from November 2019 onwards, he personally monitored the events. Regarding the injunction, PW2 noted that it was their lawyer who informed them about it due to their collaborative work, although he couldn't recall the exact date but asserted there was evidence available. He emphasized the widespread awareness of the injunction.

On the matter of whether the lawyer informed him when NBC received the injunction, PW2 expressed uncertainty, stating he was not involved with NBC. He confirmed that the auction had already taken place when the injunction was issued. However, he explained they didn't proceed with transferring the house after the injunction expired because they lacked the key, and the occupant was still in the house. **Despite having all the necessary documents, PW2 described a chaotic situation when LJ**

**attempted to evict the occupant, who reacted by screaming and removing her clothes.** PW2 clarified that they didn't purchase the house and the occupant, highlighting that the disruption to their plans was not solely due to this incident.

Regarding communication with the bank, PW2 mentioned that the bank did not respond to their letters, and there was a lack of communication with the bank's legal department. He emphasized the impact of the injunction, asserting that it effectively halted any actions. He confirmed that the injunction was issued against the bank.

The above testimony of PW2 was followed by a formal request by Advocate Ngafumika to close the plaintiff's case since he had no more witnesses to parade. The prayer was granted, and the court transitioned to the defendant's case as summarized in the next paragraphs.

**DW1 was Chuwa Daniel Sekwao, NBC Officer,** Resident of Makongo Juu in Dar es Salaam. During examination in chief by Mr. Leon, DW1 stated that he is an officer in charge of returns for non-performing secured loans for the entire bank and is trained as a recoveries officer. He mentioned being in this position for almost ten years and outlined his responsibilities, which include handling defaulting loans, ensuring direct returns from the

headquarters, and overseeing restructuring and auctioning of collaterals for customers who fail to repay their loans.

DW1 stated that, he knows the plaintiff in the matter as the rightful buyer of one of the collaterals that were sold after a customer failed to honour her debt. He provided details about the property purchased by the plaintiff, namely a house owned by Anna Luvanda located in Mtwivila Area, Plot Number 26 Block H, with title deed number 1998. He mentioned that the auction for this property took place on 25/8/2018 and was conducted by LJ Investment Company, with the plaintiff being the highest bidder at TZS 80,000,000/=.

The plaintiff paid the first 25% of the bid amount on 27/9/2018 and later cleared the remaining 75%. DW1 emphasized that the bank handed over the property's original title deed, certificate of sale, and power of sale to the plaintiff, along with a letter acknowledging receipt of the full amount, to assist with the transfer of title with the registrar.

Regarding the injunction against the auction, DW1 asserted that the bank never received any news about it before the auction took place, emphasizing that an injunction is typically issued before the auction. He mentioned that the bank also did not receive a document dated 1/10/2018. DW1 emphasized

that the auction was completed before these documents were received by the bank.

DW1 expressed his understanding based on experience that an injunction should precede the sale, and customers are usually notified 60 days before an auction. He mentioned being summoned to the DLHT after the auction, where the application against the auction was dismissed after interparty hearing. Additionally, Anna Luvanda lost another case attempting to regain ownership of the house at the High Court.

Regarding the injunction, DW1 clarified that it was directed to the bank and not the land registrar, who follows their own procedure. He stated that there was no court order to nullify the auction or stop the transfer according to the documentation. DW1 explained that the bank couldn't effect a refund because the auction was legal, the buyer paid all the money, and was issued with all necessary documents. He emphasized that the bank was no longer involved after handing over the documents to Focolare and that the loan no longer existed.

DW1 concluded by stating that, according to loan arrangements, the bank is no longer concerned with the ownership of the property, as the plaintiff never returned the documents. He prayed to the court for the

dismissal of the suit, believing that all rules were followed and that Focolare is the rightful owner. Additionally, he requested costs incurred by the bank for legal representation and other expenses.

**During cross-examination by Mr. Ngafumika,** DW1 stated that his understanding is that when someone possesses the document, they own the house. He distinguished between **ownership and possession, explaining that ownership entails authority while possession involves control.** DW1 clarified that after the auction, the bank does not grant possession but rather ownership through the transfer of documents. He mentioned that attempts were made to evict Anna Luvanda with the assistance of the NBC.

DW1 emphasized that it is the buyer's responsibility to take possession. He noted that the plaintiffs were communicated with whenever they visited the bank's branch in Iringa. Although his duty station is at the headquarters, DW1 mentioned that he works throughout the entire country and is aware of the basic issues regarding the suit.

Regarding the transfer of ownership, DW1 explained that it facilitates possession, and if the transfer is lawful, ownership moves to the new owner. He mentioned that resistance to the transfer does not affect ownership. DW1



stated that the injunction extends to those acting under the respondent's instructions or as agents. He clarified that the bank never received any order to halt the transfer or invalidate the auction. DW1 mentioned that the bank once supported the plaintiff, but she lost interest. He noted that at some point, the Regional Commissioner (RC) intervened and suggested waiting for the court process.

With the above recapitulation, the defendant's case was also closed. Desirous of gaining additional insights from a legal standpoint, this court granted about a fortnight for the learned Advocates to file their final written submissions. Yet another note of appreciation is due to the learned Advocates for filing their final written submissions on time. It goes without saying that such submissions have played a significant role in assisting this court to arrive to the conclusion it deems just as per the relevant laws of our country. This position is elaborated in the next paragraphs.

**Having critically reflected on witness testimonies,** examined documentary exhibits, and read through the final submissions of the learned Advocates, I must admit that this is one of the most mind provoking suit. I have presided over yet. It involves a respected charitable organization

affiliated to the Roman Catholic Church and one of the most respected financial institutions in our country, the NBC.

The total amount claimed, and suspicion of foul play do not reflect ethical values of any of these two entities (nor their affiliates). This makes my task a very cumbersome one indeed. To this end, I take the liberty to clarify a few conceptual issues that I think may help in appreciating a bigger picture of the laws obtained in our jurisdiction. I believe this is the same in other countries as well, especially those of the common law tradition.

I must emphasize that without prejudice to the above positive image, I have of the parties, drawn mainly from my own world view and perception of what I consider humanly possible, this judgment will be confined to the issues raised by the parties. In the case of **JONES v. NATIONAL COAL BOARD** [1957] 2 QB Lord Denning MR stated:

*"In the system of trial that we evolved in this country, the Judge sits to hear and determine the issues raised by the parties, not to conduct an investigation or examination on behalf of the society at large, as happens, we believe, in some foreign countries."*

On the first issues **whether there was concealment of essential information between parties** I will go back to my earlier assertion as the

starting point. Why would a bank with assets in million of shillings conceal information for an eighty million shillings property involving a charitable organization? As stated earlier, our procedural law requires a party who asserts existence of a given fact to prove it. See **ANTONY M. MASANGA VS. (1) PENINA (MAMA MGESI) AND (2) LUCIA (MAMA ANNA)**, Civil Appeal No] 18 of 2014 CAT. Let us see what kind of proof can be gathered from the evidence adduced by the witnesses and expounded by the learned Advocates.

PW1 whose testimony is more credible because he had been in the board longer than PW2 did not mince his words. He told the court that their advocate informed them about the bank receiving the notice of the injunction order **on September 12, 2018**. He clarified that although the lawyer had shown him the notice, she retained it. He mentioned **Adv. Scholastica Maliti** as the lawyer who provided this information. DW1 on his part vehemently denied such allegations emphasizing that the bank (NBC) never received any injunction on the date mentioned.

I asked the learned Advocates to edify me on these competing views and here are their reasoned opinions. I will reproduce verbatim a part of their final submissions. According to Mr. Ngafumika:

*'Our humble but firm proposition is that, as the auction took place on 25<sup>th</sup> August 2018, and the order was issued by the Tribunal on 10<sup>th</sup> September 2018 it goes without saying that the auction took place before the issuance of the said order. As the order was issued on 10<sup>th</sup> September 2018 and communicated to the first Defendant on 12<sup>th</sup> September 2018 while second instalment was paid on 27<sup>th</sup> September 2018 **it naturally follows that the first Defendant was aware of the order before receipt of the second instalment.** (Emphasis mine)*

Mr. Leon, on his part, had the following to say:

*From the evidence of the parties, there was no iota of evidence, which suggests that on September 12<sup>th</sup>, 2018, the first defendant had knowledge of the ex-parte injunction order. The evidence of PW-1 and 2 on the presence of an injunction order and the same being served to the 1<sup>st</sup> Defendant all came from hearsay evidence. It is the rule of law that hearsay evidence of fact is not admissible and is of no value when such evidence exists. The counsel who informed the plaintiff that the injunctive order was served on the first defendant on September 12,*

*2018, was never called to testify on this fact. Further, the Exh.P2 tendered before the court bears and stamp showing to have been received by the 1st Defendant. Thus, due to such a shortcoming, the first issue remains unproved to the balance of probabilities that, the 1st defendant had knowledge of the existence of the ex- parte order, let alone concealed it.*

A careful read through the above extracts tell the whole story, loud and clear, on my behalf. With due respect to Mr. Ngafumika, the phrase ***it naturally follows that the first Defendant was aware of the order*** is too general to assist this court. It does not take much thought to realize that based on elementary law of evidence obtained in our jurisdiction and legal reasoning in general, Mr. Leon's perspective is more plausible. I make a finding that with regards to the first issue, THERE WAS NO concealment of essential information between parties. Having responded to the first issue in the negative, I do not think there is any merit in discussing the second issue.

Moving on to **the third issue, I think whether the answer is yes or no it makes no difference.** Unless we are in a blame game, I see no one benefitting from either side of this argument. This is because if the

transfer was not possible because of the court injunction, the injunction lasted only half a year. More importantly as I will explain in some details later, parties are clearly informed that all court cases ended up solidifying the rights of the plaintiff emanating from the lawful auction.

On the **last issue that is to what reliefs** are the parties entitled to, I am inclined to point out that in the earliest stage, the plaintiff had fronted a list of reliefs sought. However, they all depend on the response to the first relief sought namely: ***A declaration that the defendants are contractually liable as against the Plaintiff.***

I must emphasize that the issue of perpetual contractual liability does not exist anywhere in the business world. All contracts are valid for a specific time frame. In the matter at hand, a valid contract was established between the plaintiff and the first defendant upon recognition that the plaintiff was the highest bidder in the auction **after the fall of the harmer.**

In my opinion, the 1<sup>st</sup> defendant fulfilled her part of the promise by providing the plaintiff with the property's original title deed, certificate of sale, and power of sale to the plaintiff, along with a letter acknowledging receipt of the full amount, to assist with the transfer of title with the registrar. To the best of my knowledge, these documents are still with the plaintiff.

The rest of the reliefs prayed for, as will become clearer shortly, become devoid of any legs to stand on.

One would argue that the power to acquire the house is still in the hands of the plaintiff who have the documents I have mentioned. I am inclined to provide that in the future, the plaintiff is strongly advised to choose between embracing the rigorous mode of enforcement of court decisions or stick to her compassionate approach. I say this with so much respect and without any intention to touch upon the core values of the parties. I could tell the dilemma from the demeanour of the two gentlemen who appeared as witnesses for the plaintiff. They need to be willing to go beyond *kumbaya* or else declare that they have decided to offer the house as a *blessing* to Ms. Luvanda. There is no middle ground.

I suspect that board meetings of the plaintiff were caught between the rock and a hard place: how could their organization, named after Mary the mother of Jesus be seen in a negative light as actively evicting a woman from "her" house? Unfortunately, that is the only way of enforcing court orders in this country. It is also possible for the plaintiff to legally sell the house to someone else who can find a way of cooperating with the first defendant to transfer the rights. As the Latin maxim goes '**nemo dat quod**

**non habet'** (no one can give what they do not have) it would be misplaced hope to expect the 1<sup>st</sup> defendant to give the plaintiff the house as all the rights to the same had been transferred from her.

With regards to other complaints raised by the plaintiff such as the first defendant's acting "bellow professional standards expected of her by failing to reply four notices..." I am afraid that they have no place in this court. Those are professional and ethical issues which are in nature administrative or tortious.

Finally, the plaintiff is strongly advised to familiarize herself with the **Financial Consumer Protection regime under the Bank of Tanzania BoT**. Some of the issues raised in the plaint could have been forwarded as a formal complaint to the central bank which is the chief regulator of all financial institutions in the country.

In the upshot, **I hereby dismiss the suit for lack of merit**. Since the plaintiff is a nonprofit trying to make the world a better place for the marginalized, and the first defendant is a financial institution that must deal with different types of clients: the rich, poor, enterprising, not-so-enterprising, and completely nonprofit, I am inclined to order that each party bears their own costs.



It is so ordered.



  
**E.I. LALTAIKA**  
**JUDGE**  
**28.03.2024**

### **Court**

Judgement delivered this 28<sup>th</sup> day of March 2024 in the presence of Mr. Frank Mpiluka Adv, holding brief for Mr. Frank Ngafumika Counsel for the Plaintiff and in the absence of the Defendants.



  
**E.I. LALTAIKA**  
**JUDGE**  
**28.03.2024**

### **Court**

The right to appeal to the Court of Appeal of Tanzania fully explained.



  
**E.I. LALTAIKA**  
**JUDGE**  
**28.03.2024**