

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
(DAR ES SALAAM SUB-REGISTRY)**

AT DAR ES SALAAM

CIVIL CASE NO. 02 OF 2023

**THE BOARD OF TRUSTEES OF THE
NATIONAL SOCIAL SECURITY FUNDPLAINTIFF**

VERSUS

**THE REGISTERED TRUASTEES OF THE
KAMPALA INTERNATIONAL UNIVERSITY.....DEFENDANT**

JUDGMENT

(DEED OF SETTLEMENT)

15th & 17th May, 2024

DYANSOBERA, J.:

The plaintiff herein is a body corporate incorporated under the laws of Tanzania, in particular, the National Social Security Fund Act [Cap 50 R.E. 2018] while the defendant is in care and oversees all operations of **KAMPALA INTERNATIONAL UNIVERSITY** of the other part.

The plaintiff instituted in this court Civil Case No. 2 of 2023 by way of a summary suit under O. XXXV of the Civil Procedure Code [Cap. 33 R.E.2019] claiming arrears of statutory monthly social security contributions in respect of employees who are members of the Plaintiff's Fund amounting to TZS 4,015,637,076.80/= (say Tanzanian Shillings Four Billion Fifteen Million Six Hundred Thirty Seven Thousand Seventy -Six and

Eighty Cents) covering the period between November 2018 to November 2023 being the outstanding members statutory contributions arrears.

On 14th August, 2023, this court granted the defendant leave to appear and defend the suit with an order that the written statement of defence had to be filed within 21 days from the date of the ruling. The defendant duly complied with the order and filed her written defence.

In resisting the claims, the defendant, in her Written Statement of Defence presented for filing on 31st August, 2023 prayed that the plaintiff's suit be dismissed in its entirety with costs for lack of merits.

While the suit was still proceeding in court, the defendant expressed her willingness to settle the matter amicably out of Court. In consequence, she wrote a commitment letter to the plaintiff requesting to pay the outstanding arrears of TZS 4,015,637,076.80/= (say Tanzanian Shillings Four Billion Fifteen Million Six Hundred Thirty-Seven Thousand Seventy - Six and Eighty Cents) in twenty – one instalments of TZS 200,000,000/= (say Tanzanian Shillings Two Hundred Million only) per month.

On that score, the parties herein have mutually agreed to settle their dispute on terms and conditions set out herein below and are desirous of recording the settlement in the Court and wish the recorded settlement to be deemed a decree of the Court.

Accordingly, the Deed of Settlement which the parties have agreed and which I adopt as part of the judgment of this court is as follows:

ARTICLE I.

1.0 SETTLEMENT:

- 1.1 That, the DEFENDANT shall pay the PLAINTIFF a total sum of TZS 4,015,637,076.80/= (say Tanzanian Shillings Four Billion Fifteen Million Six Hundred Thirty-Seven Thousand Seventy - Six and Eighty Cents) being the outstanding statutory contributions payable to the PLAINTIFF by the DEFENDANT.
- 1.2 That, the Parties hereto further agrees that, the remittance of the sum referred in clause 1.1 above shall be paid in monthly instalments of TZS 200,000,000/= (say Tanzanian Shillings Two Hundred Million only) for period of Twenty – one (21) months effectively from the execution of the deed.
- 1.3 That, the Defendant undertakes to be current in remittance of member's contributions in respect of the DEFENDANT'S employees who are the Plaintiff's members without default at any time.
- 1.4 That, the Parties agrees that this Deed of Settlement shall be filed in Court to signify the Parties' agreement and the Parties,

by way of this Deed, notify the Court that the Parties have agreed to settle the matter in the modalities stipulated herein.

1.5 That, upon the full execution of this Deed and satisfaction of clauses 1.1, 1.2, 1.3, and 1.4 herein, there shall be no further rights or obligations as between the Parties in relation to this case.

ARTICLE II

2.0 MODE OF PAYMENT:

That, the arrears as above stipulated amounting to TZS 200,000,000/=, shall be payable Twenty – one (21) monthly instalment to the PLAINTIFF effectively from the execution of the deed as clearly itemized in the repayment schedule herein below:

Period	Instalment	Amount (Tshs)
March, 2024	1 st	200,000,000
April, 2024	2 nd	200,000,000
May, 2024	3 rd	200,000,000
June, 2024	4 th	200,000,000
July, 2024	5 th	200,000,000
August, 2024	6 th	200,000,000
September, 2024	7 th	200,000,000
October, 2024	8 th	200,000,000
November, 2024	9 th	200,000,000
December, 2024	10 th	200,000,000
January, 2025	11 th	200,000,000

February, 2025	12 th	200,000,000
March, 2025	13 th	200,000,000
April, 2025	14 th	200,000,000
May, 2025	15 th	200,000,000
June, 2025	16 th	200,000,000
July, 2025	17 th	200,000,000
August, 2025	18 th	200,000,000
September, 2025	19 th	200,000,000
October, 2025	20 th	200,000,000
November, 2025	21 st	15,637,076.80

ARTICLE III

3.0. THE SETTLEMENT TO SERVE AS A DECREE OF THE COURT

3.1. That, this Deed of Settlement shall, upon being filed in court and upon payment of settlements sum stipulated in cause 1.1 and the modality described in the schedule of payment under clause 2.0 hereinabove as well as the fact that the defendant remains current in remittance of members' contributions, finally satisfied the Decree and shall have the same effect as an otherwise fully and finally satisfied Decree.

3.2. That this Deed of settlement shall, upon being filed in court have the same effect as a decree duly made by the court capable of being executed in the same manner as any other decree of the court; that in the event of default of any and/or the terms of this Deed of Settlement, then this Deed shall enforceable as a Decree of the Court and the usual default clause shall apply.

ARTICLE IV

4.0 THE DEFAULT:

That the consent judgment carried the usual default clause.

ARTICLE V

5.0. COSTS

That, all costs and expenses incurred in connection with suit and/or this Deed of Settlement including bur without limitation to attorneys, accountants, financial advisors and court fees and any other costs incurred by any of the parties herein shall be part by the party incurring such expenses.

ARTICLE VI

6.0 GOVERNING LAW AND JURISDICTION:

This Deed Settlement shall be governed by, and construed in accordance with, the laws 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 courts for these purposes.

ARTICLE VI

7.0 UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES BY THE PARTIES:

The parties undertake, represent and warrant to each other and acknowledge that they are relying on such undertakings, representations and warranties in entering into this Deed of Settlement inter alia as follows; -

- 7.1 That, the Defendant undertakes to be current in remittance of members' contributions in respect of the DEFENDANT'S employees who are the PLAINTIFF'S, members without default any time.

- 7.2 That the Defendant has the authority and capacity to enter into this Deed of Settlement on its own behalf;
- 7.3 That the PLAINTIFF has the authority and capacity to enter into this Deed of Settlement.
- 7.4 That the execution and performance of this Deed Settlement does not and shall not into a breach of any provision of the PLAINTIFF'S or the DEFENDANTS applicable laws, regulations of agreements or obligations to which are parties or by which they are bound.

ARTICLE VIII

8.0 MISCELLANEOUS PROVISIONS:

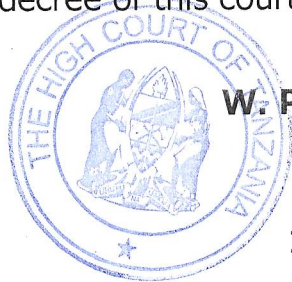
- 8.1 That the parties agree that the terms of this Deed Settlement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors in title and representatives and shall not be enforceable by or inure to the benefit of any thirds party from the DEFENDANT'S employees who are PLAINTIFF'S members.
- 8.2 That no waiver of the breach of the terms of any default under this Deed of settlement shall be deemed a waiver of

any subsequent breach or default or in any way effect the other terms of this Deed of Settlement

8.3. This Deed of Settlement shall be effective on the date it shall be signed by both parties

8.4 This Deed of Settlement has been executed by the parties duly authorized to negotiate and execute the same.

The terms and conditions of this Deed of Settlement are hereby recorded as the decree of this court.



W. P. Dyansobera

JUDGE

17.5.2024

Delivered at Dar es Salaam this 17th day of May, 2024 in the presence of Mr. Florence Tesha, learned Counsel for the Defendant.



W. P. Dyansobera

JUDGE