

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA  
MUSOMA SUB-REGISTRY  
AT MUSOMA  
CIVIL CASE NO. 02 OF 2023**

**ON AFRICA CONSTRUCTION LIMITED ..... PLAINTIFF**

**Versus**

**CATA MINING COMPANY LIMITED .....DEFENDANT**

**CONSENT JUDGEMENT**

*03/06/2024 & 06/06/2024*

**Kafanabo, J.:**

This consent judgment emanates from a deed of settlement duly signed and filed by the parties in this Court on 31<sup>st</sup> May 2024. The said deed of settlement arises from a suit instituted the Plaintiff against the Defendant claiming the following orders:

- i. A declaration that the Defendant has breached the rental contracts for several equipment(sic) rented.
- ii. An order for payment of the rental arrears of TZS 445,945,950/= (Tanzania shillings four hundred and forty-five million, nine hundred and forty-five thousand, nine hundred and fifty shillings only) by the Defendant to the Plaintiff.
- iii. An order for the Defendant to pay general damages as to(sic) be assessed and deemed fit by this honourable court.

- iv. An order for the Defendant to pay Interest on *item (ii)* above at the court's rate per annum from when the claim arose till the date of judgment.
- v. An order for the Defendant to pay interest at the court's rate on the decretal sum from the date of judgement to the date of actual payment.
- vi. An order for the Defendant to pay for costs of the suit incurred by the plaintiff in this suit.
- vii. Any other relief that this Honourable court may deem fit and just to grant.

The Defendant filed a written statement of defence denying all claims and prayed for the dismissal of the case with costs.

However, after the 1<sup>st</sup> Pre Trial and Scheduling Conference, the matter was referred to mediation, and in the mediation parties, for their best interests, resorted to an amicable settlement and resolved to settle their dispute in the most civilized manner the business would prefer. It is also the interest of the Court that parties to a dispute resolve their differences amicably and expeditiously.

Hence, in implementing their desire to resolve the dispute amicably, on 31<sup>st</sup> May 2024, the parties herein filed a deed of settlement duly signed by the representatives of both parties. Moreover, on the 3<sup>rd</sup> day of June, Mr. Daudi Mahemba, learned Advocate holding brief for Mr. Alfred Mtawa, learned Advocate for the Plaintiff, and Ms. Mary Joachim, learned Advocate for the Defendant (accompanied by Mr. Kelvin Skews (Project Finance Manager of the Defendant) and Mr. Ockra Maheke (the Defendant's Human

Resources Officer) entered appearance before this court and prayed that the deed of settlement filed on 31<sup>st</sup> May 2024 be adopted and recorded as a decision of this court.

The court after review of the said deed of settlement filed by the parties, and upon satisfying itself that the deed of settlement meets the legal requirements of being recorded as a decision of this court under **Order XXIII of the Civil Procedure Code, Cap. 33 R.E. 2019**, this court hereby adopts and records that the said deed of settlement is part of this consent judgment. Therefore, this suit is hereby marked settled amicably and voluntarily by the parties based on the following orders:

- a) The Defendant shall pay a total of Tanzania Shillings (hereinafter TZS) Four Hundred Forty-Five Million, Nine Hundred Forty-Five Thousand Nine Hundred Fifty Only (TZS 445,945,950/=), (hereinafter referred to as the settlement amount) to the Plaintiff herein as complete and full settlement of the entire claim and other costs as raised by the Plaintiff.
- b) The settlement amount shall be paid in the following installments:
  - i. Upfront payment of TZS One Hundred Forty-Five Million, Nine Hundred Forty-Five Thousand Nine Hundred Fifty Only (TZS 145,945,950/=) should be paid before or on 10<sup>th</sup> July 2024.
  - ii. The second payment of TZS One Hundred Million (TZS 100,000,000/=) should be paid on or before 10<sup>th</sup> August 2024.
  - iii. The third payment of TZS One Hundred Million (TZS 100,000,000/=) should be paid on or before 10<sup>th</sup> September 2024.

- iv. The balance of TZS One Hundred Million (TZS 100,000,000/=) is to be paid on or before 10<sup>th</sup> October 2024.
- c) The payment of the settlement amount shall be the completion and settlement of the dispute.
- d) The settlement amount has been consented by the Defendant who undertakes to perform the payment plan.
- e) That upon full payment of the settlement amount, the Plaintiff relinquishes all claims either monetary or otherwise against the Defendant that may have accrued in the past or as presented in the plaint.
- f) In the event of default of any of the terms agreed and/or default of the payment plan by the defendant, the Plaintiff shall be at liberty to resort to execution against the Defendant.

Since the parties have reached an amicable settlement, each party shall bear their costs.

It is so ordered.

**Dated at Musoma** this 6<sup>th</sup> day of June 2024.



  
**K. I. Kafanabo**  
**Judge**

The judgment was delivered in the presence of Mr. Daudi Mahemba, Advocate for the Plaintiff and Ms. Mary Joachim, Advocate for the Defendant.

  
**K. I. Kafanabo**  
**Judge**  
**06/06/2024**