

IN THE HIGH COURT OF TANZANIA

(DAR ES SALAAM SUB-REGISTRY)

AT DAR ES SALAAM

CIVIL APPEAL NO. 26814 OF 2023

(Arising from the Judgement and Decree of the Kinondoni District Court at Kinondoni by

Hon. A.M Lyamuya dated 30th January 2023 in Civil Case No. 157 of 2020)

AGGREY & CLIFFORD LIMITED.....APPELLANT

VERSUS

SAHARA MEDIA GROUP LIMITED.....RESPONDENT

CONSENT JUDGEMENT

24th & 24th June 2024

MWANGA. J,

This is a consent judgment. It arose from a settlement deed entered and agreed upon between the parties in this appeal signed on 18th June 2024. The settlement resulted from an appeal filed by the Appellant seeking that this Court enter judgment and decree against the Respondent based on the following grounds of appeal;

1. That the Principal Resident Magistrate erred in law and fact by failing to consider evidence adduced before him on the requirements and procedures which were agreed between the parties on what to do before the invoice being paid by the Appellant.
2. That the Principal resident Magistrate erred in law and facts by awarding the Respondent the sum of Tshs. 19,540,800/= on disputed invoices No. 4687 and 4702 of which the Appellant was not aware with them and the same had never reached on the Appellant's office. 2.
3. That the Principal Resident Magistrate erred in law and facts by awarding the Respondent the sum of Tshs. 40,000,000/= as general damages while on records the Respondent did not testified any loss or damages which she suffered for none payment on time of the agreed invoices and the factors to consider where introduced by the trial Magistrate himself.
4. That the Principal Resident Magistrate erred in law and fact by awarding costs of the suit, while on record three was no any Demand Letter served to the Appellant and there was no demand letter tendered during the hearing.

On 24th June 2024, the counsels representing parties in this appeal informed the court that they had settled the whole dispute amicably, an act which was followed by filing the Deed of Settlement. When both counsels appeared in court on the above-mentioned date, they pleaded for such a Deed of settlement to be reduced into the consent judgment and to form part of the decree of this court.

Considering the terms and conditions outlined in the Deed of settlement in Clause 2 the Respondent agreed settlement amount of **TZS 79,904,880/= (Say Tanzania shillings Seventy-nine million nine hundred and four eight eighty only)** in full and final settlement of the decree holder (Respondent) claim and demand arising from the decree of the court in Civil Case No. 157 of 2020 or any other form of claim between the parties and all claims and or reliefs arising therefrom or related thereto. As per clause 4.0 the respondent is bound to pay Tshs. 5,000,000/= in each month through the Bank Account starting from 1st day of July, 2024 to settle the whole claims. These terms are itemized in Clause 2 and 4 of the Deed of Settlement, providing a comprehensive understanding of the financial obligations.

By this agreement each party waives its respective rights under any other court/tribunal order and or agreement and adopts the terms of the present agreement which shall be open for enforcement in their place in the event of default.

The preceding is hereby entered accordingly to form part of this consent judgment and decree. It has been emphasized in the case of **Motor Vessel Sepideh and Another Versus Yusuph Mohamed Yusuph and Two Others**, Civil Application No. 237 of 2013 (Unreported) that where there is a lawful agreement or compromise, the court is bound to record the settlement once the parties reach it.

In light of the above preceding, this appeal is marked settled to the extent of the Deed of settlement reached by the parties per the terms and conditions.

Order accordingly.



A handwritten signature in blue ink, appearing to read 'H. R. Mwangi', enclosed in a light blue rectangular border.

H. R. MWANGA

JUDGE

24/06/2024