

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA**  
**IN THE SUB- REGISTRY OF MWANZA**  
**AT MWANZA**  
**MISC. APPLICATION NO. 9 OF 2023**  
**AND**  
**IN THE MATTER OF ARBITRATION**  
**AND IN THE MATTER OF ARBITRATION ACT, [CAP. 15 R.E 2020]**  
**BETWEEN**

**ATTORNEY GENERAL (AG) ..... 1<sup>ST</sup> PETITIONER**  
**TANZANIA AIRPORTS AUTHORITY (TAA) ..... 2<sup>ND</sup> PETITIONER**  
**AND**  
**VICTORIA PALACE HOTEL ..... RESPONDENT**

**CONSENT JUDGMENT**

**11<sup>th</sup> & 14<sup>th</sup> March, 2024.**

**CHUMA, J.**

Whereas the petitioners filed this application against the respondent seeking for reliefs as follows: -

- i. That this honourable court be pleased to grant leave to register and enforce the award by arbitrator Mella Obeid Mwema dated 1<sup>st</sup> day of September, 2023 in the matter between Attorney General and Tanzania Airports Authority Vs. Victoria Palace Hotel.
- ii. Costs of the application be borne by the respondent.
- iii. Any other order(s) that this honourable court may deem just and fit to grant.

Whereas, respondent filed a reply to the petition disputing the alleged facts in the petition and prayed for dismissal of the suit with costs. And whereas upon hearing counsel for the parties that on 15<sup>th</sup> of February, 2024, 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 14<sup>th</sup> day of March, 2024. They prayed for the same to be recorded and form part of the decree of this court. And upon the said settlement being registered in this court under order XXIII rule 3 of the Civil Procedure Code [Cap. 33 R. E 2019].

*"Where it is proved to the satisfaction of the court that a suit has been adjusted wholly or in part by any lawful agreement or compromise, or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject matter of the suit, the court shall order such agreement, compromise or satisfaction to be recorded, and shall pass a decree in accordance therewith so far as it relates to the suit."*

This court went through the said deed of settlement filed on 14.3.2024, 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: -

- 1.1. VPH agrees to pay TAA the sum of **TZS 8,294,598.7** (Tanzanian Shillings Eight Million, Two Hundred Ninety-Four Thousand, Five Hundred Ninety-Eight and Seven cents) only as full and final settlement of the Arbitration claims in relation to the dispute "**The Negotiated Settlement Amount**").
- 1.2. The parties agree (undertakes and commits) that the above stated Negotiated settlement amount shall not attract any interest.
- 1.3. That by virtue of this Deed of Settlement, it was further agreed that, upon payment of the claimed amount herein, TAA shall have no further claims against VPH and that he will be obliged to withdraw the enforcement proceeding before the High Court and record this deed of settlement.

## **2. PAYMENT TERMS**

- 2.1. The payment of the Negotiated Settlement Amount shall be made in a span of two months from the date of this deed of settlement.
- 2.2. All payments shall be made to the TAA through the following control Number issued by TAA;

**Control Number: 995030110790**

**Payer Name: Victoria Palace Hotel**

**Payment Reference: 50314068245351893320.**

### **3. DEFAULTS LIABILITY CLAUSE**

- 3.1. Nothing in this Deed shall prevent any Party (ies) from bringing any claim for any breach of this Deed or from otherwise enforcing its rights under this Deed or defending a claim made under this Deed.
- 3.2. The parties agree that, in the event that either party is in default of its obligations under this Deed, the non-defaulting party shall provide to the defaulting party ten (10) days written notice asking the defaulting party to remedy the default out of which, the non-defaulting party shall proceed to effect enforcement of the issued award as if it were registered as judgment and decree of the Court.

### **4. COSTS AND EXPENSES**

- 4.1. The parties agree that each party shall bear its own costs in term of legal fees, filling fees and related costs.

### **5. RELEASE AND DISCHARGE OF LIABILITY**

- 5.1. The Parties acknowledge that the Terms in this Deed constitute full and final settlement (including all past, present, and future claims) arising out of the Arbitration dispute.
- 5.2. Upon payment of full Negotiated Settlement Amount, **TAA** hereby releases and discharges **VPH** its past, present and future employees, directors, officers, shareholders, agents, and each of the affiliates, subsidiaries, parent organisations and their respective

past, present and future office and/or any person acting on their behalf from any and all matters, claims, complaints, demands, liabilities and suits of every kind and nature whatsoever, arising out of and/or in connection with the arbitration proceedings, if any.

- 5.3. That, the Parties by consent pray that this Honourable Court be pleased to record this settlement as an Order of the court. Should either of the parties hereto default in the performance of any terms herein; it shall be enforced in the same manner and to the full extent as an order of the Court.

## **6. WITHDRAWAL OF ENFORCEMENT CHALLENGE PROCEEDINGS**

- 6.1. Upon Signing of this Settlement deed, the following proceedings filed with the High Court of Tanzania shall be marked withdrawn;
- i. Misc. Civil Cause No 09/2023 between The Attorney General and Tanzania Airport Authority (TAA) versus Victoria Palace Hotel.
  - ii. Petition No. 27470 Of 2023 between Victoria Palace Hotel versus Tanzania Airports Authority (TAA) and Attorney General.

In that lieu, 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 14<sup>th</sup> day of March, 2024.



  
**W. M. CHUMA**  
**JUDGE**

Consent judgment entered in the presence of Mr. Mr. Baraka Nyambita State Attorney, for both petitioner and Mr. Kassimu Gilla, Advocate for respondent, this 14<sup>th</sup> day of March, 2024.

  
**W. M. CHUMA**  
**JUDGE**