IN THE HIGH COURT OF TANZANIA
COMMERCIAL DIVISION
AT DAR ES SALAAM

COMMERCIAL CASE NO.71 OF 2011

VITA GRAIN LIMITED.....APPLICANT/PLAINTIFF

VERSUS

PRADEEKUMAR LALJI GAJJAR.....1ST RESPONDENT/1ST DEFENDANT
MINAKSHI PRADEEP GAJJAR
Trading as GK Farms.....2nd RESPONDENT/2ND DEFENDANT
GK FARMS (registered as a
Business name Cert. No. 204357).....3rd RESPONDENT/3RD DEFENDANT

Date of oral hearing: 22/09/2011
Date of last order: 22/09/2011
Date of ruling: 07/10/2011

RULING

MAKARAMBA, J.:

This is a ruling on an application for interlocutory orders, the Applicant lodged in this Court on the 8th day of September, 2011. The Application was filed under Certificate of Urgency under sections Order XXXVII Rule 8(1) (a) and Section 95 of the Civil Procedure Code Act No.49 of 1966. In the Applicant is seeking in this Court for among other orders for an order *to restrain the Defendants/Respondents and/or all their servants and agents acting jointly and/or severally from withdrawing all or any of the money to a maximum of U**SD 1,062,000.00** (One Million Sixty Two Thousand in the name of GK Farms at Bank of Baroda (Tanzania) Limited pending the final determination of this suit and for an order to*

produce all bank statements pertaining to account No. 96010200000896 in the name of GK Farms at the Bank of Baroda (Tanzania) from July, 2010 to the date of this order.

The record shows that this Court (Hon. Bukuku, J) on the 12th day of September, 2011 granted an interim-exparte order restraining the Applicants/Defendants from withdrawing all or any money from the 3rd Defendant's Account No.960200000896 pending hearing of the Chamber Application Inter-parties. On 14th day of September, 2011 the Respondent filed in this Court an application under the certificate of urgency under Order XXXVII Rule 5 and Section 95 of the Civil Procedure Code seeking for an *ex-parte* and Inter-Parties orders that, this Court be pleased to discharge and set aside the order issued on 12th of September, 2011 instructing the Bank of Baroda (T) Ltd in Dar es Salaam to restrain the Applicants from withdrawing all or any money from the 3rd Defendant's Account No.960200000896 pending hearing of the Chamber Application Inter-parties. However, as it turned out, on the 15th day of September, 2011, the Respondent's Counsel, Mr. Walii appearing before Hon. Bukuku, J. prayed to withdraw the application the Applicant lodged in this Court on 14th day of September, 2011 intending to seek for discharge orders of the *ex-parte* order, Hon. Bukuku, J. had granted which prayer was duly granted and the matter was scheduled for the hearing of the Applicant's application inter-parties on the 22nd day of September, 2011, before Hon. Makaramba, J, due to brief absence of the docketed judge and hence this ruling.

The present application for mandatory order to produce all bank statements pertaining to account No. 96010200000896 in the name of GK Farms at the Bank of Baroda (Tanzania) and for restraining withdraw of money therefrom is supported by the affidavit of **JAYAPAL SESHADRI**, a lawyer working for Vita Grain Limited, the Applicant/Plaintiff in the main suit. The application by consent, was disposed of orally, **MS. Angeline Kavishe**, learned Counsel for the Applicant and **Mr. Sheudaza Walli**, learned Counsel for the Respondents.

A brief background to this application as could be gathered from the plaint and was averred by M/s Adeline Kavishe, the Applicant's Counsel at the oral hearing of the Application is that on the 27th day of July 2010 and 19th day of August 2010, the Plaintiff/Applicant and the Defendants/Respondents entered into a written agreement of which time of performance was amended by a letter dated 4th day of March 2011. It is stated further that the Defendants/Respondents acted as fiduciary agents of the Plaintiff/Applicant to facilitate and assist the Plaintiff/Applicant to acquire a 98-year Right of Occupancy for 30,000 hectares of farmland at Ikwiriri by 31st day of May 2011, which came under the purview of the Rufiji Basin Development Authority (RUBADA). It is averred further that the Plaintiff/Applicant transferred the sum of **USD 1,180,000.00** to account No. 96010200000896 in the name of GK FARMS at Bank of Baroda (T) Ltd in two installments, of **USD 1,000,000.00** and **USD 180,000.00** dated 30th day of July 2010 and 19th August 2010 respectively. It us averred further that the said monies were paid to the Defendants/Respondents to enable the Defendants/Respondents to act on the Plaintiff's/Applicant's

behalf in ensuring that the specific tasks set out in the Agreement were completed within the time frame agreed, which obligations the Defendants/Respondents did not perform as required pursuant to the said Agreement. It is averred further that the Defendants/Respondents have only accounted to the Plaintiff/Applicant for the use of **TZS 177,000,000** (which is approximately **USD 118,000,000**) which the Defendants/Respondents paid on behalf of the Plaintiff/Applicant to RUBADA under Receipt Number 1746 as facilitation fee to develop 30,000 hectares at Ikwiriri Block-Lower Rufiji." It is stated further that the Defendants/Respondents have converted for their own use the sum of **USD 1,062,000.00** for which the Defendants/Respondents are liable to the Plaintiff/Applicant in conversion. It is stated further that the Plaintiff/Applicant asked the Defendants/Respondents to provide it with an account of the exact manner in which the sum of **USD 1,180,000.00** was disbursed with detailed and original receipts evidencing each expenditure, but to no avail. The Plaintiff/Applicant contends that as a result of the said conversion it has suffered loss and damage for the sum of **USD 1,062,000.00** for which the Plaintiff/Applicant claim that the Defendants/Respondents are liable to the Plaintiff/Applicant in conversion.

Let me before traversing the substantive points of Counsel on the interlocutory restraint order traverse the submissions on the issue of arbitration first, as it seeks to challenge the jurisdiction of this Court to hear the present application. In the course of making his reply submissions, the Respondent's Counsel submitted that the matter before

this Court as per the Agreement ought to be referred at Mauritius for arbitration.

In my view and in line with one of the principles laid down in the famous English case on "*Mareva Injunction*", **MAREVA COMPANIA NAVIERA SA V. INTERNATIONAL BULKCARRIERS SA, THE MAREVA (1980) 1 All ER 213,** the Applicant's Counsel cited to this Court and availed its copy, that in considering application for preservation orders, which is that *the Court has jurisdiction in a proper case to grant an interlocutory judgment so as to prevent the debtor from disposing of those assets*. In his reply submissions, Mr. Walii learned Counsel for the Respondents submitted that this Court, in view of the arbitration clause in the Agreement between the parties, has no jurisdiction to entertain the application.

In her submissions in chief, M/s Kavishe argued that the arbitration clause does not oust the jurisdiction of this Court and cited the book of ***Chitty on Contracts*, 29th Ed Vol. 1, *General Principles*, by Sweet & Maxwell (2004), London** specifically at page 961 that, an arbitration clause per se does not at common law oust the jurisdiction of the Court. Consequently, the agreement does not take away the jurisdiction of this Court hence does not restrict this Court from making orders pending the submissions of the dispute under arbitration. If the matter was to be submitted to arbitration, this Court still would have jurisdiction to issue the interim injunction sought by the Applicant as stated in the case of **NORCONSULT AS v. TANZANIA NATIONAL ROAD AGENCY (TANROADS), Miscellaneous Commercial Application No.16 of**

2008, where Werema, J. granted an interlocutory injunction to restrain the Respondent from avoiding the Contract pending the final determination of the submissions of the dispute between the parties to the arbitration. M/s. Kavishe submitted further that section 6 of the Arbitration Act states clearly that:

> *"Where a party to a submission to which this Part applies, or a person claiming under him, commences a legal proceedings against any other party to the submission or any person claiming under him in respect of any matter agreed to be referred, a party to the legal proceedings may, at any time after appearance and before filing a written statement or taking any other steps in the proceedings apply to the court to stay the proceedings; and the court, if satisfied that there is no sufficient reason why the matter should not be referred in accordance with the submission and that the applicant was, at the time when the proceedings were commenced, and still remains, ready and willing to do all things necessary for the proper conduct of the arbitration, may make an order staying the proceedings."*

M/s Kavishe argued that the provisions of section 6 of the Arbitration Act cited above are to the effect that a party to the legal proceedings may at any time after appearance and before filing written statement or taking any other step in the proceeding, if a party wants to challenge the proceedings filed under this Court or not to take any steps in the proceedings and that the other party has applied to the Court, stay the proceedings. Ms. Kavishe submitted further that in this case the Respondent has already taken steps in this proceeding by filing Counter-Affidavit, and until the hearing of this application, the Respondent has not moved the Court to oppose this application to set aside this application

pending the final determination or submission to arbitration. M/s Kavishe submitted further that the same position has been illustrated in the case of **NEW ZEALAND INSURANCE CO. LTD V. ANDREW SPYRON (1962) E.A at pg.74** where it was held that, if a part needs to challenge the application before the Court it need first not to take any step and secondly, need to do a proper application to stay the proceedings pending the final determination of the arbitration. The respondent having not done any of them and hence by taking steps by filing counter affidavit the respondent have bound themselves to this jurisdiction.

I am at one with the Applicant's Counsel in rejoinder and on the authorities cited that an arbitration clause cannot oust the jurisdiction of this Court to entertain an application for interim orders, citing the decision of this Court (Werema, J). This has been ably restated in the case between **NORCONSULT AS vs. TANZANIA NATIONAL ROAD AGENCY (TANROADS), Miscellaneous Commercial Application No.16 of 2008,** where an interlocutory injunction to restrain the Respondent from avoiding the Contract pending the final determination of the submissions of the dispute to between the parties to the arbitration was duly granted. In my view and as rightly submitted by the Applicant's Counsel since there is no any order for stay of proceedings pending arbitration as it was clearly decided in the case of **NEW ZEALAND INSURANCE CO. LTD V. ANDREW SPYRON (1962) E.A** at pg. 74, which the Applicant's Counsel cited in her submissions the arbitration clause cannot oust the jurisdiction of this Court to grant an interim injunction pending arbitration.

It is for the foregoing reasons that this Court finds no merits in the objection raised by the Respondent's Counsel and accordingly dismiss it. Now that I have determined that this Court has jurisdiction to entertain the present application for interlocutory injunction let me now proceed to consider the substantive arguments by Counsel for the parties on the application for temporary injunction.

The present application has been preferred under among other provisions, Order XXXVII Rule 8, which stipulates as follows:

> *"O XXXVII Rule 8.(1) The court may, on the application of any party to a suit, and on such terms as it thinks fit–*
>
> *(a) make an order for the detention, preservation or inspection of any property which is the subject matter of such suit, or as to which any question may arise therein;"*

The provisions of Rule 8(1)(a) of Order XXXVII essentially confers upon the court with discretionary powers, upon application of any party to a suit, to make interlocutory orders for among other things, the preservation of any property which is the subject matter of a suit or as to which any question may arise. The power of the court to make interlocutory orders under Order XXXVII of the Civil Procedure Code in my view falls within the wider inherent powers of the court preserved under section 95 of the Civil Procedure Code, which in my view are so broad as to encompass making of such orders "*as may be necessary for the ends of justice or to prevent abuse of the process of the court.*" The law also provides for an avenue for any party dissatisfied with an injunction or

declaratory order to apply to the Court under Rule 5 of Order XXXVII of the Civil Procedure Code to have it discharged, varied or set aside.

In making her case, the Applicant's Counsel has relied on an illustration from the famous English case of **MAREVA COMPANIA NAVIERA SA V. INTERNATIONAL BULKCARRIERS SA, THE MAREVA (1980) 1 All ER 213,** whose copy was availed to this Court by the Applicant's Counsel. It is the submission of the Applicant's Counsel that this Court has powers to issue the restraining order the applicant is seeking in the present application. In principle ***Mareva injunctions*** or asset preservation orders are freezing orders, which means that the subject matter is frozen by an order of the court until final disposal of the matter before the court.

Briefly, the facts in **MAREVA COMPANIA NAVIERA SA V. INTERNATIONAL BULKCARRIERS SA, THE MAREVA (1980) 1 All ER 213,** as could be relevant to our present application are that, the plaintiffs, who were ship-owners, owned a vessel by the name of Mareva, which they had let it to the defendants, charterers on a time charter on hire. The ship was delivered to the charters who subcontracted it and let it on a voyage charter to the President of India under a voyage charter at a pay. It was loaded with fertilizer consigned to India for which the Indian High Commission paid 90% of the freight to the Bank of Bilbao in London to the credit of the charterers. Out of that amount, the charterers were supposed to pay to the ship-owners by three installments, but could manage only two installments due to financial problems of the charterers as a result of which the charterer stopped trading. The ship-owners treated

the conduct of the charterer of stopping trading as repudiation of the charter and sued them claiming for the unpaid hire and damages for the repudiation. Meanwhile, in that case, the ship-owners believing that there was grave danger that the moneys in the Bank in London will disappear, applied to the Court for an injunction to restrain the disposal of those moneys, which application the Court duly granted. In the course of its deliberations, Lord Denning stated the principle that

> *"if a debt is due and owing, and there is danger that the debtor may dispose of his assets so as to defeat it before judgment, the court has jurisdiction in a proper case to grant interlocutory order so as to prevent the debtor from disposing of those assets."*

The Applicant's Counsel has premised her submissions on the powers of the court to issue restraining order on the basis of the three principles adumbrated by Lord Denning (MR) in the English case of **MAREVA COMPANIA NAVIERA SA V. INTERNATIONAL BULKCARRIERS SA THE MAREVA (1980) 1 All ER 213,** namely, that, first, *if it appears that the debt is due and owing.* Secondly, *there is danger that the debtor may dispose of his assets so as to defeat it before judgment.* And thirdly, *the Court has jurisdiction in a proper case to grant an interlocutory judgment so as to prevent the debtor from disposing of those assets.*

Proceeding on the first principle that if it appears that the debt is due and owing, the Applicant's Counsel submitted that the Applicant is seeking to conserve some of the moneys unaccounted for to the tune of **USD 1,062,000.00,** being part of **USD 1,180,000.00** the Plaintiff/Applicant

transferred to account No. 96010200000896 in the name of GK FARMS at Bank of Baroda (T) Ltd, the Defendants, in two installments, of **USD 1,000,000.00** and **USD 180,000** respectively, out of which the Defendants have only accounted to the Plaintiff/Applicant for the use of **TZS 177,000,000** (which is approximately **USD 118,000,000**), which the Defendants/Respondents paid on behalf of the Plaintiff/Applicant to RUBADA under Receipt Number 1746 as facilitation fee to develop 30,000 hectares at Ikwiriri Block-Lower Rufiji. The unaccounted sum of **USD 1,062,000.00** for which the Plaintiff/Applicant claims that the Defendants/Respondents are liable to the Plaintiff/Applicant in conversion forms the subject matter of the suit. Amplifying further, the Applicant's Counsel submitted further that the Applicant entered into agreements with the Respondent for acquiring land in the Rufiji Basin, which Agreement comprised of two different and separate installments. M/s Kavishe submits further that the Applicant's duty was to deposit a total sum of **USD 1,180,000.00** (*Say United States Dollars One Million and One Eighty Thousand*) through the Bank's Accounts in consideration of three things that the Respondent was required to do under the Agreement, namely to pay transfer fees to RUBADA; to pay compensation to squatters on the farm land; and to make payment for surveying the land. It was the further submission of M/s Kavishe that the Defendant/Respondents never performed their duties as per the Agreement. Apart from being transferred with a total sum of **USD 1,180,000.00**, the Respondent/Defendant has only accounted for **TZS 177, 000, 000**/= (Say Tanzania Shillings One Seventy Seven Million), the rest of the money that is **USD 1,062,000.00**

(Say United States Dollars One Million and Sixty Two Thousand) remain unaccounted for and the Defendant/Respondent had failed to provide the land required which was a total of 30,000 (thirty thousand) acres, M/s Kavishe further submitted. The Applicant/Plaintiff therefore owes the Respondent/Defendant the balance of **USD 1,062,000.00 (**United States Dollars One Million Sixty Two Thousand) thus, for which the Applicant is praying before this Court to restrain the Defendants/Respondents to withdraw any money until the final determination of this case. Ms. Kavishe submitted further that, the Defendant has not paid the total amount of **USD 1,062,000.00.**

Submitting on the second principle that *there is danger that the debtor may dispose of his assets so as to defeat it before judgment*, M/s Kavishe submitted that in his counter affidavit, the Respondent/Defendants, stated that they are seeking for an order of this Court to set aside the interim restraining order issued earlier by Hon. Bukuku because they (Defendants/Respondents) wanted to use the money for running their business. This proves that, there is a greater danger that the Applicant may dispose off his asset if the interim injunction is not been granted, M/s Kavishe further submitted. It was the further submission by Ms. Kavishe that in the counter affidavit, the Respondent states that clause 6 of the Agreement allows the Defendants to use the money but not to be accounted for it. Ms. Kavishe, argued further that the Respondent has misinterpreted the said clause because it just emphasized that the parties cannot put every details of the terms of the agreement in writing hence a party is required to use the best effort to make business successful and

that the said provision never intended to allow the Respondent not to account for the money they were given.

In his reply submissions Mr. Walii for the Respondent submitted that restraining the Respondent from using the bank account is causing them to a big financial loss considering that the Respondent's husband is not well and is facing with disabilities for which he has flown in another country for treatments. Mr. Walii submitted further that, the allegation of the meeting held by the Applicant with RUBADA as stated in the Counter-Affidavit under clause 8 does not have any truth because there is no any evidence such as minutes to prove the same. Mr. Walii invited this Court to set aside the restraining order for the purpose of assisting the Respondents to be able to continue with the medical expenses because the bank's account was not for the purpose of obtaining the land only. Since the agreement does not state that the money in the banks account is only for the Applicant's purposes and that since there is no any letter submitted by the Plaintiff that the amount in the bank's account is only the Plaintiff's money, the Applicant cannot be restrained to use the amount for other purposes. Mr. Walii insisted the Court should set aside the order restraining the Respondent from using the bank account because there is no ground in the agreement that the money in the Respondent account was specifically for the Plaintiff's purposes only. Mr. Walii, submitted further that the agreement has many discrepancies and ambiguous statements which makes the agreement unfair. Further that the individual's duties of the Respondents in the agreement have not stated anywhere and that the said

agreement does not state if the Respondent is holding the Plaintiff's money for the Plaintiff's purposes.

In rejoinder Ms. Kavishe submitted and rightly so that this is not the right forum for challenging the agreement entered between the parties because the agreement has clearly signed by the parties. If there is any discrepancies ought to have been challenged before they concluded this agreement. In any event they can argue about this matter at the trial. As rightly submitted by Ms Kavishe in rejoinder there is a fiduciary duty implied under the law of contract that a person given somebody's money is required to handle it with great care. As rightly submitted by M/s Kavishe, the Respondent/Defendant was merely an agent of the Applicant/Plaintiff because the Applicant/Plaintiff paid money to the Respondent/Defendant and the Respondent/Defendant then paid to RUBADA. In my view and as rightly submitted by M/s Kavishe the Applicant is not interested with the whole account but only with money which the Defendant failed to account for which is to the tune of USD 1,062,000.00 otherwise the Respondent is at liberty to use any excess money he has in the account for the medical or whatever business.

I have carefully followed the submissions of Counsel and read the pleadings in this matter. In the present case, there is money in the Bank of Baroda (T) Ltd which stands in account No. 96010200000896 name of GK Farms who have control of it, which money is part of the money the Plaintiff/Applicant claims that they transferred to in the name of GK FARMS at Bank of Baroda (T) Ltd, some of which the Defendants have utilized and accounted for but some they have not, which the Plaintiff/Defendant now

claims that the Defendants have converted to their own use contrary to their Agreement. On the facts of this case, it cannot be denied that the Plaintiff/Applicant has real fear that the Defendants/Respondents may at any time remove that money and use it for other purposes including paying for medical expenses of the spouse. If they do it, the Applicant/Plaintiff stands no chance of getting the amount he claims remains unaccounted for to the tune of **USD 1,062,000.00.** The way I see it and as correctly submitted by M/s Kavishe, the applicant is only interested with this amount and not the whole amount in that account. Clearly this is a fit case for this Court to grant an interlocutory order to restrain the Defendants/Respondents from disposing of these monies now in the Bank until the trial or judgment in this matter. The interest of justice demands so and it appears to be just and convenience to do so in the prevailing circumstances. The guiding principle as far as **MAREVA COMPANIA NAVIERA SA VS INTERNATIONAL BULKCARRIERS SA THE MAREVA (1980)1 ALL ER 213** is concerned is that freezing orders or Mareva injunction is available where an appplicant has demonstrated that there is a debt due and owing of which the applicant has a right to be paid even before he has established his right by getting judgment for it. In the present application the Applicant has amply established that there is a debt due and owing to which he is entitled.

I wish to add here that even going by the three conditions for granting an interim injunction which were laid down in the famous case of **Atilio v. Mbowe [1968] HCD No. 284 namely that,** there must be a serious question to be tried on the facts alleged, and the probability that

the plaintiff will be entitled to the relief prayed; that the court's interference is necessary to protect the plaintiff from the kind of injury which may be irreparable before his legal right is established that the damage the plaintiff will suffer will be such that mere money compensation will not be adequate; and that on the balance, there will be greater hardship and mischief suffered by the plaintiff from withholding of the injunction than will be suffered by the defendant from granting of it, the Applicant will qualify for a grant of interim injunction by this Court.

The record shows that the Applicant/Plaintiff instituted the suit which gave rise to the present application on the 22nd day of September, 2011 against the Defendant for non-performance of an agreements concluded between them. The Defendants on their side contend that the agreements have many discrepancies and contain some ambiguous statements. I am at one with M/s Kavishe that this is not the proper forum for addressing the contention by Mr. Walii that the agreement has many discrepancies and ambiguous statement which makes the agreements unfair. In any case this goes to point more to the fact that there is an agreement which was concluded between the parties, which the Plaintiff claims the Defendants have defaulted to honour its terms and condition thus causing the plaintiff to suffer loss and hence making the existence of a serious issue to be tried.

The Plaintiff claims to have transferred a total sum of **USD 1,180,000.00** to the account held and operated by the Defendants at the Bank of Baroda (T) Ltd as per the terms of the disputed agreement, which fact the Defendants do not dispute. The Plaintiff states further in his plaint that the Defendants have accounted only for **TZS 177, 000, 000**/= but

not for the remaining amount out of the total sum of USD 1,180,000.00. Clearly on the basis of these facts, there is greater probability that the Defendants still owes the Plaintiff some money for which the Defendants should be accountable.

The Defendants have come out very strongly with the argument that there is no any clause in the agreement which restrict them to use the money for other purposes other than what has been claimed by the Plaintiff. The Defendants have also stated that there is no any clause which requires them to account on how the money in the Bank's Account No. 96010200000896 in the name of GK Farms at Bank of Baroda (Tanzania) Limited have been used. The Defendants have gone further to argue that there is no any clause in the said agreement which shows that the Defendants have been holding the Plaintiff's money. There is therefore more likelihood from these averments by the Defendants that the Plaintiff will suffer greater harm than the Respondents were the suit to be determined in favour of the Plaintiff.

Mr. Walii has tried to impress upon this Court that restraining the Respondent from using the bank account has caused them to suffer a big financial loss particularly considering that the Respondent's husband is not well and is faced with disabilities for which he had to be flown to another country for treatment and therefore for that reasons, he invited this Court to set aside the restrained order in order to assist the Respondents to continue with the medical expenses more so considering that the bank's account was not for the purpose of obtaining the land only. The Applicant's Counsel countered this argument by arguing that claiming that money in

the Bank's Account No. 96010200000896 was to be utilized to meet medical expenses for the Respondent's husband was contrary to the terms and condition of the agreement concluded between the parties. In my view, these argument raise a serious triable issue between the parties to determine whether the Respondents/Defendants have been using the Applicant/Plaintiff's money contrary to the terms and conditions of the agreement between the parties. In any event, the fact of the Defendant using the money for other matters than the intended ones under the Agreement is one of the reasons the Applicant was compelled to come to this Court and seek for an interim order pending the determination of the main suit to determine those issues. As was ably stated by Lord Diplock in **AMERICAN CYANAMID CO. VERSUS ETHICON (1975) 1 ALL E.R 504**:

> *"The Object of interlocutory injunction is to protect the Plaintiff against injury by violation of his right for which he could not be adequately compensated in damages recoverable in action if the uncertainty were resolved in his favour at the trial, but the Plaintiff's need for such protection must be weighed against the corresponding need of the Defendant to be protected against injury resulting from his having been protected from exercising his own legal rights."*

On the reasons explained above and the facts as could be gathered from the pleadings, the need to protect the Applicant from the loss which could not be adequately compensated by way of damages weighs more than the convenience of the Defendants to access the monies in the account for medical expenses given that they have failed to account for a

large chunk of the amount the Plaintiff/Applicant injected into the account held by the Defendants at the Bank Baroda (T) Ltd.

It is for the foregoing reasons that this Court does not find good and sufficient reasons for setting aside the interim order. The application for interim injunction inter-partes is hereby granted.

*The Defendants/Respondents and/or all their servants and agents acting jointly and/or severally are hereby restrained from withdrawing all or any of the money to a maximum of U**SD 1,062,000.00** (One Million Sixty Two Thousand in the name of GK Farms at Bank of Baroda (Tanzania) Limited pending the final determination of this suit.*

The Respondents/ Defendants and/or their servants and agents acting jointly and/or severally are hereby further ordered to produce all bank statements pertaining to Account No. 96010200000896 in the name of GK FARMS held at BANK OF BARODA (TANZANIA) LIMITED of Plot 149/32 Sokoine Drive, Dar Salaam as from July, 2010 to the date of this order. Costs shall be in the cause.

Order accordingly.

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R.V. MAKARAMBA
JUDGE
07/10/2011

Ruling delivered his 7th day of October, 2011 in the presence of M/S Adeline Kavishe, Advocate for the Applicant and Mr. S. Walli, Advocate for the Respondents.

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R.V. MAKARAMBA
JUDGE
07/10/2011

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