

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF  
TANZANIA  
(COMMERCIAL DIVISION)  
AT DAR ES SALAAM  
COMMERCIAL CASE NO. 82 OF 2020**

NAS TYRE SERVICE LIMITED.....PLAINTIFF

VERSUS

KIRIBO LIMITED.....1<sup>ST</sup> DEFENDANT

KEBACHO CHACHA MONATO.....2<sup>ND</sup> DEFENDANT

Last order: 23/11/2021  
Judgment: 26/11/2021

**CONSENT JUDGEMENT**

**NANGELA, J.,**

This suit was brought to the attention of this court following a plaint filed by the Plaintiff on 2<sup>nd</sup> September, 2020. On the plaint the Plaintiff claims from the Defendants as follows:

- (a) Payment of the outstanding Principal sum of Tshs. 166,224,002/=.
- (b) Interest of the principal sum subject to the invoices as of 7<sup>th</sup> August 2020 of Tshs. 3,363,624.08/=
- (c) Interest of the decretal sum at the court rate of 12% from the date of

judgment to the date of final settlement.

(d) General Damages

(e) Costs and;

(f) Any other relief (s) which the Court may deem fit and just to grant.

When this matter was called on for mention on the 23<sup>rd</sup> of November, 2021 Mr. Gilbert Mushi, legal counsel, represented the Plaintiff while the Defendants enjoyed the legal services of Advocate Michael Mhende.

On the material date, Mr. Mushi informed this Court that, the parties have managed to settle their dispute amicably and, that, a "Deed of Settlement" was finally executed and filed in this Court. In view of that fact, both learned counsels for the parties prayed that the said "Deed of Settlement" be adopted and registered by this Court as forming the Judgment and Decree of this Court.

Indeed, I have noted that the parties herein executed a "Deed of Settlement" on the 18<sup>th</sup> day of November, 2021 and, the same has been filed as stated by Mr. Mushi. The said Deed was made and filed in this Court under Order XXIII Rule 3 of the Civil Procedure Code, Cap 33 R.E 2019.

I have also gone through the said "Deed of Settlement". I am satisfied that the parties have wholly compromised their suit and settled their differences.

Consequently, and, on the basis of their signed "Deed of Settlement", I do hereby proceed to register the said "Deed of Settlement" as per the requirements of the law.

By this consent decision, therefore, this Court hereby declares that the parties herein have resolved their dispute and, this suit is marked "**settled on the compromise of the parties**" as evidenced by the terms agreed under the said "Deed of Settlement".

For the reasons aforesaid, I hereby make an order that, the "Deed of Settlement" constitutes part and parcel of this Consent Judgment and Decree of this Court.

**It is so ordered.**

DATED at DAR-ES-SALAAM ON THIS 26<sup>th</sup> DAY OF  
NOVEMBER, 2021.



A handwritten signature in blue ink, appearing to read "Deo John Nangela", written over a horizontal dotted line.

**HON. DEO JOHN NANGELA  
JUDGE**