

**IN THE HIGH COURT OF UNITED REPUBLIC OF THE  
TANZANIA  
(COMMERCIAL DIVISION)  
AT DAR-ES-SALAAM**

**COMMERCIAL CASE NO.131 OF 2020**

HAREL MALLAC TANZANIA LIMITED.....PLAINTIFF

VERSUS

TANZANIA FERTILIZERS CO. LTD.....1<sup>st</sup> DEFENDANT

THE ATTORNEY GENERAL.....2<sup>nd</sup> DEFENDANT

Last order: 22/11/2021

Judgment: 06/12/2021

**CONSENT JUDGEMENT**

The Plaintiff herein filed this suit praying for judgement and decree against the Defendants as follows:

1. A declaration that the 1<sup>st</sup> Defendant has breached the contract for failure to effect full payment within 90 days from the invoice date.
2. Payment of Tanzania Shillings Eighty Three Million Only (TZS 83,000,000/) being the outstanding amount the Defendants owes the Plaintiff.
3. Payment of Tanzania Shillings Forty Three Million, Five Hundred Eighty Seven Thousand , Four Hundred and Fifty Only (43,587,450.00) being the

total amount of interest accrued  
from 02/12/2017 to 02/12/2020

4. Interest on the decretal amount for the date of that the same is established to have become due to the Plaintiff to the date of Judgement.
5. Interest on the decretal amount at 7% per annum from the date of judgement to the date of final payment.
6. General damages
7. Costs of this suit;
8. Any other relief as this Honourable Court deems just and fit to grant.

On the 22<sup>nd</sup> day of November 2021, the parties appeared before me. On the material date, the Plaintiff enjoyed the services of Mr Francis Walter, learned advocate, while Mr Edwin Webiro, State Attorney, appeared for the Respondents. The duo informed this Court that the parties herein were able to settle the matter amicably and have so far filed a Deed of Settlement in Court. They requested that, I record the same as per the law.

I have looked at the deed of settlement which was filed in this Court on the 19<sup>th</sup> day of November 2021. The Deed of Settlement was made under Order XXIII Rule 3

of the Civil Procedure Code, Cap.33 R.E 2019. This particular provision provides as hereunder:

"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."

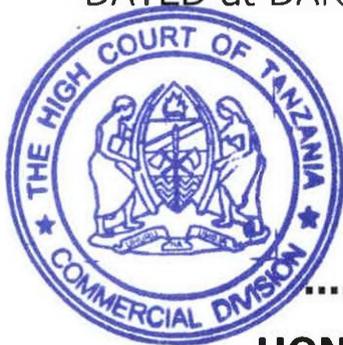
I have also gone through the said "Deed of Settlement". I am satisfied that the parties have wholly compromised their suit and settled their differences. Consequently, and on the basis of their signed "Deed of Settlement", I do hereby proceed to register the said "Deed of Settlement" as per the requirements of the law.

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

For the reasons aforesaid, the "Deed of Settlement" filed by the parties constitutes part and parcel of this Consent Judgment and Decree of this Court.

**It is so ordered.**

DATED at DAR-ES-SALAAM ON THIS 06<sup>th</sup> DAY OF  
DECEMBER, 2021.



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

**HON. DEO JOHN NANGELA  
JUDGE**