

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

**COMMERCIAL CASE NO. 117 OF 2021**

**CRDB BANK PLC.....PLAINTIFF**

**VERSUS**

**MULTIMODAL TRANSPORT**

**AFRICA LTD.....1<sup>ST</sup> DEFENDANT**

**SYED NAZRE ABBAS RIZVI .....2<sup>ND</sup> DEFENDANT**

**MEIYA ABBAS RIVIZ.....3<sup>RD</sup> DEFENDANT**

Last order: 21<sup>st</sup> February, 2022

Judgment: 25<sup>th</sup> February, 2022

**CONSENT JUDGEMENT**

**NANGELA, J.**

This is a consent judgment. It arises from a Plaint filed by the Plaintiff on the 12<sup>th</sup> November 2020. In the Plaint, the Plaintiff seeks for judgment and decree of the Court against the Defendants as here below:

1. That, the Defendants pays the Plaintiff a sum of TZS 977,084,695.65 being an outstanding debt due and payable to the Plaintiff.

2. Payment of 20% interest on the outstanding sum from 17<sup>th</sup> October 2020 to date of Judgment.
3. Payment of interest on the decretal amount at the Court's rate from the date of Judgment to the date of full payment.
4. Payments of cost of the suit and,
5. Any other relief as this Court deems fit.

On the 22<sup>nd</sup> December 2020, all Defendants filed written statements noting some of the averments in the Plaint and disputing others and calling the Plaintiff to strict proof thereof. However, as the suit progressed towards the hearing stage, the parties became wiser and engaged in settlement negotiations.

On the 24<sup>th</sup> November 2021, they filed in this Court, under Order XXIII Rule 3 of the Civil Procedure Code, Cap.33 R.E 2019, a settlement deed detailing how the parties have agreed to settle their differences amicably.

On the 21<sup>st</sup> February 2022, Mr Nzaro Nuhu Kachenje, learned advocate for the Plaintiff appeared in Court. Mr Yuda Thadei Paul, learned advocate, appeared for the Defendants.

Mr. Nzaro addressed the Court requesting that the settlement deed be registered as forming the Judgment and Decree of this Court. Mr YudaThadei Paul supported the prayer. I have also gone through the said "Deed of

Settlement". In law, a consent agreement is an agreement of the parties which is subject to the same principles of the law of contract.

In fact, according to Order XXIII Rule 3 of the Civil Procedure Code, Cap.33 R.E 2019, the Court will have to be satisfied whether the agreement is lawful and compromises the suit. Order XXIII Rule 3 provides as follows:

"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."

In the case of **Motor Vessel Sepideh and Another vs. Yusuf Mohamed Yussuf and two Others** (Civil Application No.237 of 2013) (Unreported) it was the emphasis of the Court of Appeal of Tanzania that:

"where there is a lawful agreement or compromise the court is bound to

record a settlement once it is arrived  
at by the parties."

I have examined the Deed of Settlement which seeks to settle the whole suit. I am satisfied as to its lawfulness and effect of settling the whole suit once and for all. In view of the above, the same is hereby recorded and declared to be forming part and parcel of this Consent Judgment of the Court, as well as its decree.

The present suit, therefore, is marked settled at the instance of the parties' terms and conditions set out in their Deed of Settlement executed and filed in this Court on the 24<sup>th</sup> November 2021, and which forms part and parcel of this Consent Judgment.

It is so ordered

**DATED AT DAR-ES-SALAAM ON THIS 25<sup>th</sup> DAY OF  
FEBRUARY 2022**



**DEO JOHN NANGELA  
JUDGE**