

**IN THE HIGH COURT OF THE UNITED REPUBLIC
OF TANZANIA
(COMMERCIAL DIVISION)
AT DAR-ES-SALAAM
COMMERCIAL CASE NO.08 OF 2023**

ABBAS AUTOS LIMITED..... PLAINTIFF

VERSUS

VIGU

TRADING

LIMITED.....DEFENDANT

CONSENT JUDGEMENT

Last Order: 27/04/2023

Date of Judgment 08/05/23

NANGELA, J.:

The Plaintiff in this case has sued the Defendant seeking for Judgment and Decree against her as follows:

1. A declaratory order that the Defendant is in breach of contract.
2. The Defendant to pay the principal sum of £ 158,281.00 or equivalent of the same in Tanzania Shillings on the date of judgement of this suit.
3. The Defendant to pay interest on the decretal sum at commercial rate of 23% per annum from the date it

became due to the date of Judgment.

4. The Defendant to pay 7% interest on decretal sum per month from the date of Judgement until full settlement.
5. The Defendant to pay the Plaintiff general damages as the Court may deem fit.
6. Cost of this suit be borne by the Defendant.
7. Any such and further relief as this Honourable Court may deem fit to grant.

In this suit, the Plaintiff enjoyed the legal services of Mr. Issa Mrindiko and Mr. Julius Karata, learned advocates, while Mr. James Bwana, learned advocate, appeared for the Defendant.

When this suit was called on for orders on the 14th day of March 2023 following the completion of the necessary filings, Mr. Karata told this Court that the parties are willing to have their dispute settled and, hence, needed time to negotiate a settlement deed. This Court allowed them to

pursue that route and if successful, file their Deed of Settlement.

On the 27th of April 2023, when they appeared before this Court, Mr. Karata informed this Court that, the parties' negotiations were successfully concluded and, that, they were expected to file their Deed of Settlement in Court any time from the 27th of April 2023. With in mind, Mr. Karata prayed for time to file the Parties' Deed of Settlement. This Court set the matter for final orders on the 08th day of May 2023.

On the 04th of May 2023, they did file their duly signed Deed of Settlement where in they agreed as follows:

1. The Defendant agrees to pay the Plaintiff the outstanding debt of £ 119,281.00.
2. Payment of the said amount of £119,281.00 will be effected by way of installments of £ 9,940 per month for twelve months starting from the 25th day of July 2023 up to the 25th of June 2024.

3. Payment of each instalment shall be made by the 25th of each calendar month and the same day/date every consecutive month thereafter and delay will be deemed as breach of this agreement.
4. This settlement deed shall be recorded as final decree of the Court.
5. Each party shall bear its own costs.

On the 8th of May 2025, the day when the parties appeared for final orders of this Court, the learned counsels for the parties prayed that this Court be pleased to record the deed of settlement and the same be taken to form the judgment and decree of this Court.

I have gone through the deed of settlement, and I am satisfied that it does fall within the ambit of an enforceable deed and does satisfy the requirements of Order XXII Rule 3 of the Civil Procedure Code, Cap.33 R.E 2019. In view of that, this Court hereby records it and proceeds to mark the suit as having been compromised by the parties.

The deed of settlement filed in this Court on the 04th of May 2023, therefore does form part and parcel of this Consent Judgement and Decree of this Court.

It is so ordered.

**DATED AT DAR-ES-SALAAM ON THIS 08TH DAY OF
MAY 2023**



.....
DEO JOHN NANGELA
JUDGE