

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

MISC.COMMERCIAL CAUSE NO.15 OF 2023

IN THE MATTER OF COMPANIES ACT NO.12 OF 2002
AND
IN THE MATTER OF PETITION BY MEMBER FOR AN ORDER
OF THE COURT TO RESTORE THE PETITIONER TO THE
DIRECTORSHIP POSITION
AND
IN THE MATTER OF PETITION BY MEMBER FOR UNFAIR
PREJUDICE ORDER
BETWEEN

ANGELA PATRICE NYORE..... PETITIONER
VERSUS
EUNICE JACOB ARIDI.....1ST RESPONDENT
SIPRINA DAUD KALOT.....2ND RESPONDENT
NYIWA NURSERY & PRIMARY
SCHOOL LIMITED 3RD RESPONDENT

Last Order: 19th July 2023

Judgement: 20th July 2023

CONSENT DECISION

NANGELA, J.:

This is a consent decision. The Petitioner herein, as a shareholder in the 3rd Respondent who is registered under the laws of the United Republic of Tanzania, filed this petition seeking for the following orders:

1. A declaration that, the removal of
the petitioner from the
directorship position in 3rd

Respondent in unlawful, irregular,
and improper.

2. A declaration that the petitioner is
lawful director in the 3rd
Respondent.
3. Any other relief this Honourable
Court may, in the circumstances
deems fit and just to grant.
4. Costs of this Petition be borne by
the Respondents.

When the parties appeared for orders of this Court on 03rd of May 2023, the Petitioner enjoyed the services of Mr. Sweetbert Rwegasira and Mr. Zuberi Kamugisha learned counsel, while Mr. George Masoud, learned advocate, represented the Respondents. On the material date, this court issued orders for the filing of answer to the petition and rejoinder thereto and scheduled this petition for orders on the 21st of June 2023.

Although the matter could not proceed on the appointed date, on the 19th of July 2023, the parties and their counsel appeared in court and informed this court that a

deed of settlement had been prepared, signed, and filed in this court.

On that account, Mr. Rwegasira urged this court to record the parties' consent deed of settlement as forming the decision and order of this court. I have looked at the signed Deed of Settlement. In my view, their amicable settlement has been quite a significant achievement on their part given the circumstances and the stakes involved in this matter, in particular the wellbeing and prosperity of the 3rd Respondent.

This court has, in several cases, cited the case of **Goodyear Tire & Rubber Co. v. Chiles Power Supply, Inc.**, 332 F.3d 976, 980 (6th Cir. 2003), where it was observed that:

"settlement of a dispute is an important and a welcome process.... The ability to negotiate and settle a case ... fosters a more efficient, more cost-effective, and significantly less burdened judicial system."

One may also wish to add to the above quoted benefit of resolving disputes amicably that, where parties are able to amicably settle their difference, such settlement creates a win-

win situation beneficial to their relationship. Importantly, it helps in reducing animosity among parties whose matter was to be resolved by the court had they failed to settle.

Since the parties herein have resolved to execute a Deed of Settlement which, having examined it I am satisfied that the same had wholly and conclusively brought their dispute to an end, this court does hereby proceed to record the Deed of Settlement filed on the 19th day of July 2023 as forming part and parcel of this consent decision.

It follows, therefore, that, the Deed of Settlement filed in this court forms the Decree/Order of this court and the petition is hereby marked settled on the terms agreed upon by the parties in their Deed of Settlement.

It is so ordered.

**DATED AT DAR-ES-SALAAM ON THIS 20TH DAY OF
JULY 2023**



.....
DEO JOHN NANGELA
JUDGE