

**IN THE HIGH COURT OF THE UNITED REPUBLIC
OF TANZANIA
(COMMERCIAL DIVISION)
AT DAR-ES-SALAAM
COMMERCIAL CASE NO.92 OF 2022**

PETROLUBE TANZANIA LIMITED..... PLAINTIFF

VERSUS

GULAM PUNJANI..... 1ST DEFENDANT

MUSLIM KARIM..... 2ND DEFENDANT

SABRI KARIM..... 3RD DEFENDANT

PRISTINE PROPERTIES LIMITED..... 4TH DEFENFANT

CONSENT JUDGEMENT

Last Order: 30/10/2023
Consent Judgment 31/10/2023

NANGELA, J.:

The Plaintiff, a limited liability company established under the laws of United Republic of Tanzania, filed a suit against the Defendants jointly and severally for Judgment and

Decree as follows:

- (a) A declaration that the Defendants
have breached trust, commitment,
assurance and agreement for sale of
four apartments on Plot No.2406/5

located at Sea View, in Dar-es-Salaam
to the Plaintiff.

(b) An order for payment of the sum of
US\$ 1, 694,500.00, being a refund of
the money paid as purchase price by
the Plaintiff to the 4th Defendant.

(c) An order for payment of commercial
interest of 20% from the date of
institution of this suit to the date of
judgment.

(d) An order for payment of decretal
interest of 12% from the date of
judgement to the date of full
payment.

(e) An order for payment of general
damages to be assessed by the
Honorable Court.

(f) Cost of this suit to be borne by the
Defendants.

(g) Any other relief that the Honourable
Court may deem fit to grant.

In this suit the Plaintiff enjoyed the legal services of Dr.
Abdon Rwegasira, learned advocate while Ms. Salma Abdallah,
learned advocate, appeared for the Defendants.

When this suit was called on for its hearing on the 30th day of October 2023, Dr. Rwegasira informed the court that, the parties herein were willing to have their dispute settled amicably. In view of such developments, he prayed for a short adjournment to allow the parties finalize their negotiations and execute a settlement deed. His prayer was supported by Ms. Salma Abdallah, the counsel for the Defendants.

This court granted the prayer allowing the parties to pursue their chosen route with a directive that, should the negotiations be successful, they should promptly file their Deed of Settlement. On the 31st of October 2023, the parties appeared in court.

On this material date this court was informed by Dr. Rwegasira that the parties' negotiations were successfully concluded and, that, their Deed of Settlement was already filed in court. He urged this court to have the Deed of Settlement recorded as forming the judgment and decree of this court and each party be ordered to bear own costs. Ms. Salma Abdallah, the learned counsel for the Defendants supported Mr. Rwegasira's prayers.

I have gone through the Deed of Settlement and I am satisfied that it does fall within the ambit of an enforceable deed and satisfies the requirements of Order XXIII 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 this October 31, 2023, therefore, does hereby form part and parcel of this Consent Judgement and Decree of this court and shall be construed as such. Each party shall bear its own costs.

It is so ordered.

**DATED AT DAR-ES-SALAAM ON THIS 31ST DAY OF
OCTOBER 2023**



.....
DEO JOHN NANGELA
JUDGE