

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
(COMMERCIAL DIVISION)**

AT DAR ES SALAAM

COMMERCIAL CASE NO 12 OF 2023

SELLHORN INGENIEURGESELLSCHAFT MBH..... PLAINTIFF

VERSUS

TANZANIA PORTS AUTHORITY.....DEFENDANT

THE ATTORNEY GENERAL.....NECESSARY PARTY

JUDGMENT

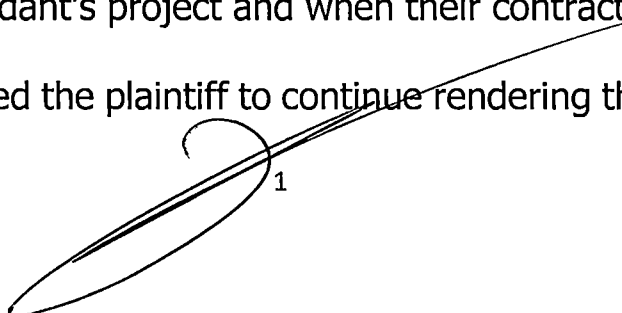
Date of Last Order 1/11/2023

Date of Delivery 1/11/2023

MATUMA, J

This judgment results from the settlement reached by the parties upon which they lodged a Deed of Settlement and compromises of suit pursuant to order XXIII Rule 3 of the civil procedure Code, Cap 33. R.E. 2022.

The plaintiff had filed this suit for various claims arising out of breach of contract. It is pleaded in the plaint that the plaintiff was employed and or engaged by Trademark East Africa (TMEA) to provide technical consultancy services to the defendant's project and when their contract came to an end, the defendant retained the plaintiff to continue rendering the same services.



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In that regard the plaintiff on the same terms and conditions she entered with Trademark East Africa, rendered the same service to the defendant on agreement that the defendant would be the new employer and liable for all requisite payments.

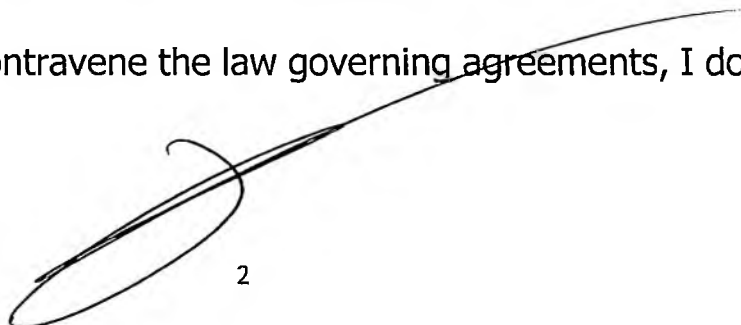
The plaintiff having rendered the requisite services to the defendant pleaded that she was not paid the due amount which was USD 719,900.98 hence this suit for payment of that amount and subsequent consequential reliefs thereto.

When this matter came for hearing, the parties resorted into an amicable settlement and finally filed the deed of settlement and compromise of the suit as stated supra.

M/S Samah Salah learned advocate entered appearance for the plaintiff and Mr. Daniel Nyakiha learned State Attorney represented the defendant and the necessary party.

Both learned counsels prayed that their settlement deed be adopted and registered in this court as a court judgment and decree.

Having been satisfied that indeed the settlement deed has been lawfully executed and do not contravene the law governing agreements, I do hereby

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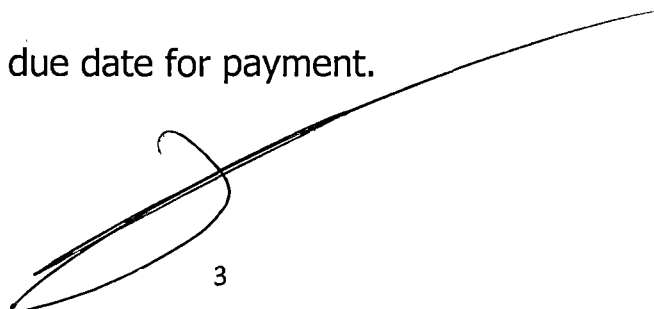
adopt and register the deed of settlement between the parties as the judgment of this court.

In that respect and in accordance to the terms of the deed of settlement, this court finds and determines that the defendant is liable to pay the plaintiff a total of United States Dollars Six Hundred Fifty-Two Thousand Seven Hundred Twelve and Seventy-Four Cents (USD 652,712.74) as full and final payment of the outstanding amounts on account of technical support rendered by the plaintiff to the defendant.

The settlement amount decreed herein shall be paid by the defendant in a lump sum by way of electronic funds transfer within six months from the date when the settlement deed was signed which is 31st October, 2023.

The decreed amount shall be paid into the plaintiff's bank account No. DE95200400000615148401 in the names of SELHORN INGENIEURGESELLSCHAFT mbH at Commerz Bank AG, Germany and the swift code (BIC) is COBADEFFXXX.

In the event the plaintiff fails to pay the settled and decreed amount supra within the stated period, the decretal sum shall attract an interest of 7% per annum from the due date for payment.

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By this settlement judgment both parties agree that this judgment is full and final for all past present and future claims relating to this suit. The parties are relieved from any further obligations and the plaintiffs shall not bring any legal proceedings against the defendant or any other party affiliated to the defendant on claims of any kind and nature whatsoever, arising out and in connection with this suit serve for execution proceedings.

By this judgment all previous agreements, promises, assurances, warranties, representations and understanding between the parties whether written or oral are hereby extinguished and no claim may be brought on them by either party.

It is further held in this judgment that by consensus between the parties, each shall bear its own costs.

The decree arising from this judgment shall be executed in accordance to the law governing executions of decrees subject to the grace period of six months as agreed by the parties themselves.

It is so ordered.



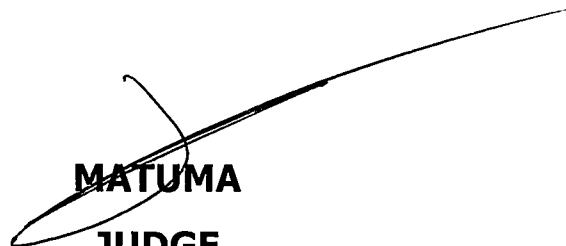
MATUMA

JUDGE

1/11/ 2023

COURT: Judgment delivered in the presence of Samah Salah learned Advocate for the Plaintiff and Daniel Nyakiha learned State Attorney for the Defendant and Necessary Party,




MATUMA
JUDGE
1/11/ 2023