

**IN THE HIGH COURT OF TANZANIA
(COMMERCIAL DIVISION)
AT DAR ES SALAAM
COMMERCIAL CASE NO. 39 OF 2021**

HABIB AFRICAN BANK LTD.....PLAINTIFF

VERSUS

SHENY JACKSI FURNITURE LTD1ST DEFENDANT

PHARMED LIMITED.....2ND DEFENDANT

FUAD HUSSEIN JACKSI3RD DEFENDANT

ARIF HUSSEIN JACKSI.....4TH DEFENDANT

Last order: 28th March, 2023

Judgment: 31st March 2023

CONSENT JUDGEMENT

NANGELA, J.

The Plaintiff herein sued the Defendants jointly and severally and prayed for Judgement and Decree as following orders:

1. Payment of TZS 332,135,015.25
owing to the Plaintiff over facilities
advanced to the 1st Defendant
including accrued interest and
charges thereon.
2. Payment of commercial interest at
the rate of 23% per annum for the

sum in No.1 above, from the date
was due to the date of Judgement.

3. Interest at the Court's rate of 12% of
the decretal sum from the date of
Judgement until payment in full.

4. Declaration that the 1st and 2nd
Defendants are in breach of the
credit facility agreements as
constituted under the Facility
Letters pleaded and, hence, the
Plaintiff is entitled to realize the
securities thereof, to wit:

i. Mortgage Deed in respect of
Apartment No.001, Ground
Floor, Plot No. 2278, Block
82, Parcel 33, Jamhuri
Street, Central Area, Ilala
Municipality, Dar-es-
Salaam City under
C.T.No.56079/1 in the
name of Pharmed Limited.

ii. Debenture issued by Sheny Jacksi
Furniture Limited;

iii. Contracts of guarantee dated 6th
October, 2012 executed by the 2nd and
3rd Defendants

5. Costs of this suit.

6. Any other order(s) and relief(s) which this
Honourable Court may deem fit and just to
grant.

The Defendants filed a joint written statement of defence. However, before the matter descended into full hearing, the parties engaged and a Deed of Settlement was signed and filed in this Court on the 28th March 2022.

On the same date, Mr. Stanslaus Alawe, learned advocate representing the Plaintiff appeared in Court together with Mr. Hassan Salum, learned advocate for the Defendant. They prayed that, this Court be pleased to register the Deed of Settlement filed by the parties as forming the Decree of this Court.

I have had time to look at the Deed of Settlement filed by the parties. I am fully convinced and indeed satisfied that it does meet the legal requirements of an enforceable Deed. In view of that, this Court does hereby proceed, under Order XXIII Rule 3 of the Civil

Procedure Code, Cap.33 R.E 2019, to register the parties Deed of Settlement as forming part of this Court's judgement and Decree.

This suit, therefore, is hereby marked "**settled**" at the instances of the parties and as per the terms set out in their duly signed Deed of Settlement filed in this Court on the 28th March 2023. The Deed of Settlement shall form the Decree of the Court.

It is so ordered.

DATED at DAR-ES-SALAAM, this 31st MARCH 2023



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DEO JOHN NANGELA
JUDGE
