

**IN THE HIGH COURT OF TANZANIA
(LAND DIVISION)
AT DAR ES SALAAM- MEDIATION CENTRE**

CIVIL CASE NO. 45 OF 2020

**THE BOARD OF TRUSTEES OF THE
NATIONAL SOCIAL SECURITY FUND..... PLAINTIFF**

VERSUS

POWER & NETWORK BACK-UP LIMITED.....DEFENDANT

CONSENT SETTLEMENT ORDER

The parties having consented to settle this case through mediation, now agree as follows:

1. That, the Plaintiff and the Defendant have agreed that the Defendant shall pay the Plaintiff a total sum of Tzs 870,160,271.76 (say Tanzanian Shillings Eight Hundred Seventy Million One Hundred Sixty Thousand Two Hundred Seventy One and Seventy Six cents only) being the outstanding statutory contributions payable to the Plaintiff by the Defendant.
2. That they further agreed that the remittance of the sum referred in paragraph 1 above shall be paid in monthly installments of Tzs 24,171,118.66 (say Tanzanian Shillings Twenty four Million One hundred Seventy One Thousand one Hundred Eighteen and Sixty Six Cents only) for the period of thirty six (36) months effectively from January 2021 to December 2023 as per Schedule of Payment shown herein below.

SCHEDULE OF PAYMENT

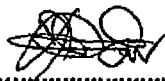
PERIOD	INSTALMENT	AMOUNT (TZS)
January, 2021	1 st	24,171,118.66
February, 2021	2 nd	24,171,118.66
March, 2021	3 rd	24,171,118.66
April, 2021	4 th	24,171,118.66
May, 2021	5 th	24,171,118.66
June, 2021	6 th	24,171,118.66
July, 2021	7 th	24,171,118.66
August, 2021	8 th	24,171,118.66
September, 2021	9 th	24,171,118.66
October, 2021	10 th	24,171,118.66
November, 2021	11 th	24,171,118.66
December, 2021	12 th	24,171,118.66
January, 2022	13 th	24,171,118.66
February, 2022	14 th	24,171,118.66
March, 2022	15 th	24,171,118.66
April, 2022	16 th	24,171,118.66
May, 2022	17 th	24,171,118.66
June, 2022	18 th	24,171,118.66
July, 2022	19 th	24,171,118.66

August, 2022	20 th	24,171,118.66
September, 2022	21 st	24,171,118.66
October, 2022	22 nd	24,171,118.66
November, 2022	23 rd	24,171,118.66
December, 2022	24 th	24,171,118.66
January, 2023	25 th	24,171,118.66
February, 2023	26 th	24,171,118.66
March, 2023	27 th	24,171,118.66
April, 2023	28 th	24,171,118.66
May, 2023	29 th	24,171,118.66
June, 2023	30 th	24,171,118.66
July, 2023	31 st	24,171,118.66
August, 2023	32 nd	24,171,118.66
September, 2023	33 rd	24,171,118.66
October, 2023	34 th	24,171,118.66
November, 2023	35 th	24,171,118.66
December, 2023	36 th	24,171,118.66

3. That, the Defendant undertakes to be current in remittance of members' contributions in respect of the Defendant's employees who are the plaintiffs members with effect from December 2020 onwards and by way of this Consent Settlement Order, the parties have agreed to settle the matter in the modalities stipulated hereinabove.

4. That, this consent Settlement Order shall, upon being signed and upon payment of the sum stipulated herein and in the modality described in the schedule of payment as well as the fact that the Defendant remains current in remittance of members' contributions, finally satisfies the Decree and shall have the same effect as otherwise fully and finally satisfied Decree and there shall be no further rights or obligations as between the parties in relation to this case.
5. That, this consent Settlement Order shall have the same effect as a Decree duly made by the court capable of being executed in the same manner as any other decree of the court, that in the event of default of any and/or the terms of this Consent Settlement Order and the usual default clause shall apply.
6. That, all costs and expenses incurred in connection with the suit and/or this Consent Settlement Order including, but without limitation to attorneys, accountants, financial advisors and court fees and any other costs incurred by any of the parties herein shall be paid by the party incurring such expenses.
7. That, the parties agree that the terms of this Consent Settlement Order shall be binding upon and insure solely to the benefit of the parties hereto and their respective successors in title and representatives and shall not be enforceable by or inure to the benefit of any third party apart from the Defendant's employees who are the Plaintiff's members.
8. That, no waiver of the breach of the terms of or any default under this Consent Settlement Order shall be deemed as waiver of a subsequent breach or default or in any way affect the other terms of this Consent Settlement Order.

WILLIAM E. ERIO
DIRECTOR GENERAL



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Signature (For Plaintiff)
DAR ES SALAAM
Address P.O.Box 1322
DAR ES SALAAM
Mob:
Date: 29/12/2020

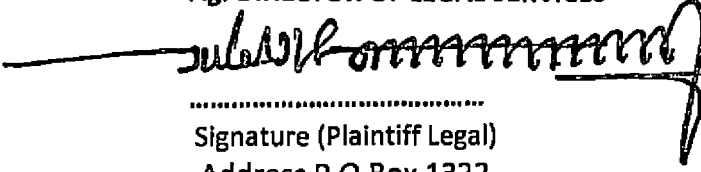
DR. GILLIARD LOTH
MANAGING DIRECTOR

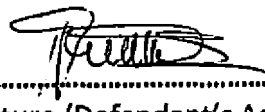


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Signature (For Defendant)
POWER & NETWORK BANK UP LTD
Address P.O.Box 31006
DAR ES SALAAM
Mob: 0655660130
Date: 29/12/2020

SULEIMAN A. MSANGI
Ag. DIRECTOR OF LEGAL SERVICES

AUGUSTINE RUTAKOLEZIBWA
ADVOCATE


Signature (Plaintiff Legal)
Address P.O.Box 1322
DAR ES SALAAM
Mob: 0746264270
Date: 29/12/2020


Signature (Defendant's Advocate)
Address P. O. Box 8475
DAR ES SALAAM
VENTRIX ATTORNERYS.
60 RAHA TOWER 2ND FLOOR
BIBI TITI/AZIKIWE
Mob: 0754232424/0686865447
Date: 29/12/2020

Given under my Hand and the Seal of the Court this 29th day of December, 2020




J. S. MGETTA
JUDGE/MEDIATOR