

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

**LAND APPEAL CASE NO. 126 OF 2020**

**FELIX DANIEL NKANE.....PLAINTIFF**

**VERSUS**

**IRINEI MKUDE.....1<sup>ST</sup> DEFENDANT**

**FRANCIS KAYENZI .....2<sup>ND</sup> DEFENDANT**

**CONSENT JUDGEMENT  
(DEED OF SETTLEMENT)**

*(Made under section 95 read together with Order XXIII Rule 3 of the Civil Procedure Code Cap 33 R.E.2019)*

*Last court order on: 29/7/2022*

*Consent judgement date on: 29/7/2022*

**NGWEMBE, J.**

This consent judgment emanates from the Land Case No. 126 of 2020 instituted by the plaintiff Felix Daniel Nkane trying to claim ownership of twenty-one (21) acres of land located at Mkundi Nguvukazi within Morogoro Municipality.

When this suit came for trial on 29/7/2022, whereby the plaintiff was represented by learned advocate Asifiwe Alinanuswe from Jordan University College, while the learned advocate Patricia Pius Mbossa from Optima Law Chambers, represented the 2<sup>nd</sup> defendant and the 1<sup>st</sup>

defendant being absent, jointly the learned counsels, informed this court that parties herein have at last settled the dispute amicably out of court. Consequently, they jointly reduced their agreement in writing and signed their deed of settlement, witnessed by their advocates, hence filed in this court intending to settle their differences once and for all.

This court therefore, proceed to adopt the Terms and Conditions of the executed Deed of Settlement to form part and parcel of this Consent Judgement. The Terms and Conditions comprised in their Deed of Settlement are recorded verbatim hereunder: -

1. That, the plaintiff withdraws this suit and he shall never refile it in this Court or any competent authority, tribunal inclusive for the reasons set herein;
2. That, the second defendant shall peaceably stay and use the suit land as it is his in a manner he wishes;
3. That, each party will bear his own costs; and
4. That, this deed of settlement shall be regarded as a decree of the court and upon breach of the terms set herein shall be enforceable against the defaulting party.

Now, it is hereby declared that, the executed Deed of Settlement effective from the date of filing in this Court, that is, on 29<sup>th</sup> July, 2022, binds all parties herein and to the subsequent applications or suits arising from the same cause of action. Therefore, this Court doeth hereby, invoke powers under section 95 and Order XXIII Rule 3 of the Civil Procedure Code Cap 33 R.E. 2019, mark Land Case No. 126 of 2020 Amicably Settled. Further, the Terms and Conditions enshrined in the executed Deed of

Settlement as quoted verbatim hereinabove, holistically, adopted hereto, forming part of this Court judgement and Decree.

**I accordingly Order.**

DATED at Morogoro this 29<sup>th</sup> day of July, 2022.



A handwritten signature in blue ink, appearing to read "P.J. Ngwembe", is written over the printed name.

**P.J. NGWEMBE  
JUDGE  
29/07/2022**