

**IN THE HIGH COURT OF TANZANIA**

**(LAND DIVISION)**

**AT DAR ES SALAAM**

**LAND CASE NO. 237 OF 2022**

**BETWEEN**

**GRAND REGENCY HOTEL LIMITED..... PLAINTIFF**

**VERSUS**

**PAZI ALLY ..... 1<sup>ST</sup> DEFENDANT**

**JUMANNE ALLY (as personal legal representative  
of the deceased estate of Ally Abdallah Samata)....2<sup>ND</sup> DEFENDANT**

**JUMANNE ALLY.....3<sup>RD</sup> DEFENDANT**

**FATUMA ALLY.....4<sup>TH</sup> DEFENDANT**

**SAUDA ALLY.....5<sup>TH</sup> DEFENDANT**

**REHEMA ALLY.....6<sup>TH</sup> DEFENDANT**

**IDD ALLY.....7<sup>TH</sup> DEFENDANT**

**CONSENT JUDGMENT**

**A. MSAFIRI, J.**

The plaintiff Grand Regency Hotel Limited filed the suit in this Court against the defendants jointly and severally for declaratory orders that the plaintiff is a lawful owner of all that land comprising Plot No. 35 Block "E" Likoma Street, Kariakoo, Dar es Salaam (herein as suit property). The plaintiff claims he bought the suit property from court supervised auction by M.T.C Auction Mart Company Ltd on 23<sup>rd</sup> March 2008. The plaintiff also

*Ally.*

prayed for permanent restraint orders against the defendants from interfering with the plaintiff's right of quite enjoyment over the suit property, general damages, interest and costs of the case.

The 1<sup>st</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> defendants had raised a counterclaim while filing their joint written statement of defence. Their claims against the plaintiff and 2<sup>nd</sup> defendant (the defendants in the counterclaim) were for eviction of the plaintiff from the suit property and payment of the market value of the demolished 24 business frames, payment of mesne profit for unlawful use of the plot for commercial purposes as from 2008 to when evicted, general damages and costs of the suit.

In the suit, the plaintiff had legal services of Ms. Jackline Kurwa, learned advocate, the 1<sup>st</sup>, 3<sup>rd</sup>- 8<sup>th</sup> defendants were represented by Mr. Godwin Muganyizi, learned advocate and Mr. John Kamugisha, learned advocate represented the 2<sup>nd</sup> defendant.

On 21/11/2022 when this matter was scheduled for mention before the Court, Ms. Kurwa, learned advocate of the plaintiff informed the Court the parties to this suit have reached mutual agreement to settle the dispute amicably. That the parties have made and filed a Deed of Settlement which

*Alle*

was filed in this Court on 21/11/2022. That the said Deed of Settlement has been filed under Order XXIII Rule 3 of the Civil Procedure Code, Cap 33 R.E. 2019. Ms. Kurwa prayed for this suit to be marked settled as per the terms of the Deed of Settlement.

This fact was admitted by Mr. Godwin Muganyizi, and Mr. John Kamugisha, advocates for the defendants.

After hearing submission of parties and having gone through the Deed of Settlement filed in the Court today on 20/9/2022, the Court finds that the parties have agreed to settle this case amicably on the terms and conditions stated in the said Deed of Settlement. Therefore, the Deed of Settlement is hereby adopted as the decision of the Court in the case at hand and the Court hereby pass a decree in this case pursuant to Order XXIII Rule 3 of the Civil Procedure Code, Cap.33 R. E. 2019. The decree is passed in the following terms:-

- i) The plaintiff shall pay the defendants a sum of Tshs. 1,700,000,000.00 (Tanzania Shillings One Billion Seven Hundred Million Only) being the purchase price of the suit premises. *Alls.*

- ii) That the said Settlement amount shall be paid to the Defendants in equal share of Tsh. 250, 000, 000, 00. in the manner stipulated in the Deed of Settlement.
- iii) Professional fee of Tsh. 75,000,000.00 shall be paid to advocate Godwin Muganyizi in Account No. 01J2024516600 in the name Edgar Mwanuzi.
- iv) A sum of Tsh. 125,000,000.00 being reimbursement that had been borrowed for the purposes of this case shall be paid to Idd Ally Samata in Account No. 01J2027037800 at CRDB Bank.
- v) Each party acknowledges that this agreement constitutes the entire agreement between the parties herein and upon execution of this Deed of Settlement parties shall have no further claims against each other.
- vi) The terms of Deed of Settlement shall be binding on the parties to the suit.
- vii) Each party shall bear its own costs of this suit.

It is so ordered.



  
**A. MSAFIRI**  
**JUDGE**  
**21/11/2022**