

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

LAND CASE NO. 142 OF 2023

TANZANIA POSTS CORPORATION.....1ST PLAINTIFF

THE ATTORNEY GENERAL.....2ND PLAINTIFF

VERSUS

CHARLES B.G NYATO t/a CHABEGAN ASSOCIATES...DEFENDANT

EX-PARTE JUDGMENT

Date of Last Order: 31.10.2023

Date of Judgment: 30.11.2023

T. N. MWENEGOHA, J.

This Judgment comes upon the failure of the defendant to appear and defend the suit against him, filed by the plaintiffs herein above named. In the instant case, the plaintiffs are claiming for a payment of 30,224,576.57/= (Thirty million, two hundred, twenty-four thousand, five hundred, seventy-six and fifty-seven cents), being unpaid rental amount, from November, 2016. That, such payments, follow the Lease Agreement, entered between the 1st plaintiff and the defendant, over a house, located at Plot No. 6 & 7, Ohio Street/Ghana, Dar es Salaam, to the tune of 1,000,000/= as rent per year. The Lease Agreement was entered in November the 1st, 2010.

In his testimony, PW1, James Elipokea, the Estate Officer of the 1st plaintiff and the sole witness brought by the plaintiffs in this case, testified that, his duties among others, includes, renting the buildings owned by

the 1st plaintiff. That, the defendant has been a lessee of the 1st plaintiff from 2014. That, from 2016 up to 2019, he is owed to the 1st plaintiff about thirty million, two hundred thousand and twenty, five hundred and thirty shillings (30). That, his rent per month was 814,200/=. That, sometimes he paid below the agreed rental amount and in other months he did not pay any rent.

PW1 tendered a statement of account for rental payments by the defendant and the same was admitted as Exhibit P1. That, said document shows that, the payments are from 2014 and his account had 7950.63 USD. That period expired on the 30th June 2017, where the balance was USD 2189.35, come on the 30/07/2016, the amount due was USD 2317.80, and the 5th phase was 30/06/2017 where the amount due was USD 7734 up to 30/06/2018. The total amount owed to the defendant as of now is 30,224,592. It was argued that, the defendant is among the defaulters listed in the list of defaulters published by the 1st defendant on the Daily Newspaper of July the 3rd, 2019, tendered as Exhibit P2. Also, a 30 days' notice was issued to him. The 1st defendant has also contracted a debt collector, called Msolopa Auction Mart who issued the demand notice as seen in Exhibit P3. That was all from the plaintiff's case.

The issues which were agreed for determination in this case were as follows:

1. Whether the defendant failed to pay rent.
2. To what reliefs the parties are entitled to.

Starting with the 1st issue, whether the defendant failed to pay rent. I went through the pleadings and testimony of the Plaintiffs. In examining the same and from the evidence of PW1, there is no doubt that, the defendant did fail to pay the rent as claimed by the plaintiffs. According

to Exhibit P1, a statement of account, issued to Chabegan Associates, a trade name of the defendant, dated 30/06/2019, the amount stated in the said document, to be the outstanding amount owed to the addressee is 30,224,592.00. The same amount appears on Exhibit P2, a list of rent defaulters, published by the 1st plaintiff on Daily News, of Wednesday, July the 3rd, 2019. Considering the fact that, there was no defense to rebut the claims or state otherwise from what was said by PW1, there is nothing the Court can do; other than concluding that, the 1st issue to has been affirmatively answered.

As for the reliefs claimed by the plaintiffs. This Courts is well satisfied that the plaintiffs have managed to prove their claim against the defendant on the weight of the evidence produced as stated in **Hemed Said versus Mohamed Mbilu (1984) TLR 113**. Therefore, they are entitled to the reliefs claimed in their plaint save for the costs of this suit.

In the end, the suit is allowed.



T. N. MWENEGOHA

JUDGE

30/11/2023