

IN THE HIGH COURT OF TANZANIA

(LAND DIVISION)

AT DAR ES SALAAM

LAND CASE NO. 331 OF 2022

THE REGISTERED TRUSTEES

OF PAN AFRICAN SPORTS CLUB PLAINTIFF

VERSUS

FARETEK CONSTRUCTION COMPANY LIMITEDDEFENDANT

COUNTER CLAIM

FARETEK CONSTRUCTION COMPANY LIMITED PLAINTIFF

VERSUS

THE REGISTERED TRUSTEES

OF PAN AFRICAN SPORTS CLUB DEFENDANT

07/03/2024 & 27/03/2024

JUDGMENT ON ADMISSION

A. MSAFIRI, J

The plaintiff in the main suit, the Registered Trustees of Pan African Sports Club instituted a suit against the defendant the Faretek Construction Limited. The plaintiff's claim is for fraudulent joint venture agreement which was entered between parties, a joint venture agreement that does not contain the amount of money invested by the defendant, disturbance and general damages of the suit amounting to TZS 300,000,000/= . The plaintiff stated that the defendant does not show any

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interest of nullifying the said joint venture entered on 17th June 2022. The plaintiff is seeking for the order of this court to declare the joint venture agreement invalid, and order the defendant to pay the plaintiff the amount of TZS 300,000,000/= for her refusal to nullify the said joint venture agreement.

The defendant filed her written statement of defence in which he denied the plaintiff's claims and also filed a counter claim.

The main case was dismissed for want of prosecution on 07th March, 2024.

On counter claim, the plaintiff Faretek Construction Company Limited, is suing the defendant on counterclaim, The Registered Trustees of Pan African Sports Club. The claims of the plaintiff against the defendant is for breach of Joint Venture Agreement entered between the parties on 17th June, 2022 for wilful refusal to hand over to the plaintiff the Plot No. 9 Block 34 located at Kariakoo area in Ilala District in Dar es Salaam (the land in dispute), contrary to the Joint Venture Agreement, the acts which led the plaintiff to suffer loss to the tune of TZS Three Hundred and Fifty Million (350,000,000/=) being the money for the preliminary preparation of the intended investment on the land in dispute.

The plaintiff averred in the counterclaim that on 17th June, 2022, the defendant herein being the registered occupier entitled to a right of occupancy in and over the land in dispute, lawfully executed a Joint


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Venture Agreement with the plaintiff herein for the purposes of developing the said land by constructing an apartment with underground floor and six (6) floors (referred as commercial building) therein.

That, under the said Joint Venture Agreement dated 17th June, 2022, the defendant agreed to hand over the disputed land to the plaintiff by 01st January, 2023 free of any tenant so as to enable the plaintiff to start construction of an apartment with underground floor and six floors.

That, to the surprise of the plaintiff, the defendant herein have refused to vacate the tenants from the disputed land since 01st January, 2023 as agreed. The defendant has also refused to hand over to the plaintiff the said suit plot alleging that the Joint Venture agreement was fraudulently executed as per Land Case No. 331 of 2022 which the defendant herein instituted against the plaintiff herein.

Following that the plaintiff prays for the following orders against the defendant;

1. A declaration that the defendant committed breach of Joint Venture Agreement dated 17/6/2022 for unlawful refusal to hand over to the plaintiff Plot No.9 Block 34, Kariakoo Area, Ilala Municipality in Dar es Salaam as agreed in the Agreement. 

2. Declaration that the defendant's refusal to handle over Plot No.9 Block 34, Kariakoo Area, Ilala Municipality in Dar es Salaam to the plaintiff has delayed/obstructed the plaintiff to start construction of an apartment (commercial building) with underground floor and six(6) floors in the said Plot.
3. The defendant be ordered to pay the total amount of TZS One Hundred and Fifty Million (150,000,000/=) being the loss incurred by the plaintiff.
4. That the defendant herein be ordered to timely perform its duties under the Joint Venture Agreement by handling Plot No. 9 Block 34, Kariakoo Area, Ilala Municipality in Dar es Salaam to the plaintiff herein for implementation of the Joint Venture Agreement.
5. Costs of this suit.
6. Any other reliefs this Honourable Court may deem fit and just to grant.

The defendant herein have admitted on all the claims in the counterclaim by filing a Notice of Admission in this Court on 23rd August, 2024 and both parties have prayed to this court to enter judgment on admission.




The law regarding admissions is very clear. The circumstances on Judgment on admission are provided under Order XII Rule 4 of the Civil Procedure Code, Cap 33 [R.E. 2019] where it provides: -

"4. Any party may at any stage of a suit, where admissions of fact have been made either on the pleading, or otherwise, apply to the court for such judgment or order as upon such admissions he may be entitled to, without waiting for determination of any other question between the parties; and the court may upon such application make such order, or give such judgment, as the court may think just."

Basing on the provision above, and the fact that the defendant has admitted all the plaintiff's claim in the counterclaim save for the costs, I therefore, enter a judgment on admission in favour of the plaintiff in counterclaim and grant all the reliefs as prayed. The plaintiff is also entitled to the costs of the suit.

The counterclaim is granted with costs.

It is so ordered.


A. MSAFIRI
JUDGE
27/03/2024

