

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

COMMERCIAL CASE NO. 77 OF 2020

CRDB BANK PLC.....PLAINTIFF

VERSUS

OSCAR BUNDALLAH HOSEA..... DEFENDANT

Last Order: 09/11/2021
Judgment :15/11/2021

CONSENT JUDGEMENT

NANGELA, J.:

The Plaintiff filed this suit seeking for judgment and decree against the Defendant as follows:

1. Payment of the principal sum of TZS 107,655,289.18
2. Payment of commercial interest at 21% per annum on No.1 above as from 29th May 2020 to the date of full payment.
3. Payment of general damages to the tune of TZS 100,000,000/-.
4. Payment of interest on the Decretal amount at the rate of 12%.
5. Costs of this suit, and
6. Any other relief as the court may deem fit to grant.

On 2nd August 2021, when the case was scheduled for its first pre-trial conference, Ms Natasha Mukangara, learned Advocate appeared for the Plaintiff, while Mr Emmanuel Hyera, learned advocate appeared on the part of the Defendant. Both requested the Court to adjourn the matter because the parties had embarked on a settlement course. I adjourned the matter. Since litigants are encouraged to settle their differences earlier enough if possible, I granted the prayer and adjourned the case.

The matter was left unresolved up to the 09th day of November 2021, a day when Mr Killey Mwitasi, learned advocate appeared for the Defendant, while the Plaintiff continued to enjoy the services of Ms Mukangara. These learned advocates informed the Court that the parties managed to settle their differences and, that, a Settlement Deed was executed and filed in Court ready for its registration as forming the judgment and decree of the Court.

However, before one rushes to that exercise of recording the agreement, the same must be examined to see to it that it does satisfy the requirements of a lawful agreement. This is important since it was the emphasis of the Court of Appeal in the case of ***Karatta Ernest D.O and 6 Others vs The Attorney General, Civil Appeal No.73 of 2014 (Unreported)*** that, it must be made

clear that, the basis of a Deed of Settlement is privy to the parties.

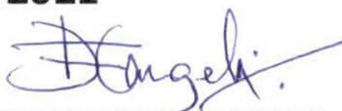
The lawfulness of the Deed of Settlement, was as well a matter aptly set out in the of **Jaffery Ind. Saini Ltd vs. M/S Beijing Construction Engineering Group Ltd**, Commercial Case No. 38 of 2021. Having examined the Deed of Settlement filed in this Court by the parties, I am satisfied that the same meets the lawfulness requirements of an enforceable Deed and falls within Order **XXIII rule 3 of the Civil Procedure Code, Cap.33 R.E 2019**. It means, therefore, that the suit at hand has been adjusted wholly by the Deed of Settlement filed in this Court on 4th of November 2021.

With that in mind, this Court hereby proceeds and records the Deed of Settlement as forming part of this consent judgment and decree of this Court. This commercial case No.77 of 2020 is, therefore, marked "**Settled**" at the Consent of the Parties on the basis of terms contained in their duly signed Deed of Settlement, which shall constitute the Decree of this Court.

It is so ordered.

DATED at **DAR-ES-SALAAM**, this **15th NOVEMBER**

2021



**HON. DEO JOHN NANGELA
JUDGE**