

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA**

**(LAND DIVISION)**

**AT DAR ES SALAAM**

**LAND CASE NO. 265 OF 2023**

**NATIONAL PRINTING COMPANY LIMITED ..... PLAINTIFF**

**VERSUS**

**PATRICK B. NYUNDO ..... 1<sup>ST</sup> DEFENDANT**

**PASTORY KYOMBYA ..... 2<sup>ND</sup> DEFENDANT**

**SUPERDOLL TRAILER MANUFACTURE CO. (T) LTD .... 3<sup>RD</sup> DEFENDANT**

*Date of last hearing: 27/09/2022*

*Date of judgment: 27/09/2022*

**CONSENT JUDGMENT**

**I. ARUFANI, J**

The plaintiff filed in this court the suit at hand against the defendants claiming for the following reliefs: -

- (a) An order for declaration that, the sale agreement purported to have been entered between the plaintiff (signed by the 1<sup>st</sup> and 2<sup>nd</sup> defendants) and 3<sup>rd</sup> defendant is null and void ab initio.*
- (b) An order that the 3<sup>rd</sup> defendant to return the original certificate of title No. 186081/37 in respect to the Plot No. 13 located at Pugu Road Industrial Area within Temeke Municipality in Dar es Salaam Region to be handed over to the plaintiff.*
- (c) A declaration order that, the plaintiff is the legal owner of the suit land.*
- (d) An order for permanent injunction against the defendants, their agents and workers restraining the defendants from interfering with the suit land.*

- (e) *General damages to the tune of Tshs. 5,000,000,000/=.*
- (f) *Costs of this suit.*

After the court received the letter from the counsel for the third defendant requesting the matter to be called today for recording their settlement, the prayer was granted. When the matter was called the plaintiff was represented by Mr. Ambrose Mkwera, learned advocate and while the first and second defendants were represented by Mr. Ally Hamza, learned advocate the third defendant was represented by Mr. Frank Mwalongo, learned advocate. The counsel for the plaintiff told the court the parties have agreed to settle their dispute and they have filed in the court their dully signed deed of settlement.

The counsel for the plaintiff prayed the court to adopt the stated deed of settlement as the decision of the dispute between the parties and issue a consent decree in respect of what has been agreed by the parties in the deed of settlement they have filed in the court. The counsel for the defendants acceded to what was said to the court by the counsel for the plaintiff and prayed the court to record the parties have settled their dispute as stated in the deed of settlement signed by the parties and filed in the court on 25<sup>th</sup> September, 2023.

After hearing the counsel for the parties and after going through the deed of settlement filed in this court by the parties on 25<sup>th</sup> September,

2023, the court has found the parties have agreed to settle their dispute out of the court and they have set out in the deed of settlement the terms and conditions of their settlement. The terms and conditions of the settlement reached by the parties are as follows: -

1. *That the plaintiff prays to amend the name of the plaintiff in this suit to read as "**National Printing Company Limited**" instead of "**National Printing Company Limited (KIUTA 1998) Limited**" and the defendants have no objection to the prayer to amend the name of the plaintiff. Both parties agreed that the plaintiff in this suit shall read as "**National Printing Company Limited**". The name of the plaintiff in the order of court recording this settlement and the decree extracted out of this settlement deed should read as "**National Printing Company Limited**".*
2. *That the first and second defendants withdraw their points of preliminary objections raised in their joint written statement of defence. The third defendant also withdraws its points of preliminary objections raised in its written statement of defence. Parties agree that all points of preliminary objections are withdrawn and each party to bear its own costs.*
3. *The parties agree that the description of the property in the Title Deed reads: Plot No. 13 Pugu Road, Industrial area Ilala Dar es Salaam CT No. 186081/37 though the area is Temeke and parties have in most cases referred to the area as Temeke, but in either case it refers to one and the same plot of land.*

4. *Parties agree that the third defendant is a bonafide purchaser of Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 hence parties agree that the plaintiff have sold Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 to the third defendant at the consideration of Tanzanian Shillings Ten Billion (TZS 10,000,000,000/=) which has been paid in full by the third defendant. The third defendant is the lawful owner of the Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 after having paid the purchase price and Government taxes which are 18% VAT, TZS 100,000,000/= stamp Duty and TZS 100,000,000/= as registration fees and also after having transferred ownership of Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 to the third defendant.*
5. *Parties agreed that the plaintiff handed over possession of Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 to the third defendant on 21<sup>st</sup> August, 2023. After 21<sup>st</sup> August, 2023, the third defendant shall store furniture and machinery of the plaintiff for a maximum of 30 days which is up to 20<sup>th</sup> September, 2023. After 20<sup>th</sup> September, 2023, the third defendant shall be entitled to remove the said furniture and machinery and store then at a convenience place to the third defendant for a maximum of 45 days which is up to 4<sup>th</sup> November, 2023. After 4<sup>th</sup> November, 2023, the third defendant shall not be accountable and shall not be responsible for their whereabouts of the said furniture and machinery of the plaintiff.*

6. *That upon execution of this Settlement Deed, the defendant shall pay the plaintiff Tanzanian Shillings Twenty Million only (TZS 20,000,000/=) as part of rent costs of the plaintiff's new office.*
7. *That parties agreed that Miscellaneous Land Application No. 512 of 2023 be marked withdrawn and each party to bear its own costs.*
8. *That this Deed of Settlement shall constitute a consent order and decree of the court as between the plaintiff and the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>d</sup> defendants in respect of the disputes between them and the parties hereto agree the honourable court to record as such.*
9. *That the third defendant will not file any other claim against the plaintiff or officials of the plaintiff resulting from plaintiff's disturbances, defamatory statements and publication arising from third defendant's taking possession of Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37.*
10. *That each party shall not have any other claims from the other parties arising or connected with Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37.*
11. *That this Deed of Settlement will be recorded by the court and passed as a decree of the court.*

After reading the terms and conditions set in the deed of settlement quoted hereinabove and see the reliefs the plaintiff was claiming against the defendants in the suit at hand the court has found there is no reason whatsoever making it to refuse to adopt and record the settlement

reached by the parties as the decision of the case filed in the court by the plaintiff.

Consequently, the settlement of the suit reached by the parties as indicated in the deed of settlement signed by the parties and filed in the court on 25<sup>th</sup> September, 2023 is hereby adopted and recorded as the decision of the court in the case filed in this court by the plaintiff and the court is passing decree in respect of the said settlement pursuant to Order XXIII Rule 3 of the Civil Procedure Code, Cap 33 R. E. 2019. The decree in respect of the plaintiff's case is passed in the following terms:

1. That the name of the plaintiff in this suit shall read as **"National Printing Company Limited"** instead of **"National Printing Company Limited (KIUTA 1998) Limited"**.
2. That the points of preliminary objections raised by the defendants are withdrawn and each party to bear his own costs.
3. That the description of the property in the title deed shall read as Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37.
4. That the plaintiff has sold Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 to the third defendant and the third defendant has paid to the plaintiff consideration of Tanzanian Shillings Ten Billion (TZS 10,000,000,000/=) in full.

5. That the third defendant is a bonafied purchaser and lawful owner of the Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 after having paid the purchase price and Government taxes which are 18% VAT, TZS 100,000,000/= stamp Duty and TZS 100,000,000/= as registration fees and also after having transferred ownership of Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 to the third defendant.
6. That the plaintiff handed over possession of Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37 to the third defendant on 21<sup>st</sup> August, 2023. After 21<sup>st</sup> August, 2023, the third defendant shall store furniture and machinery of the plaintiff for a maximum of 30 days which is up to 20<sup>th</sup> September, 2023. After 20<sup>th</sup> September, 2023, the third defendant shall be entitled to remove the said furniture and machinery and store then at a convenience place to the third defendant for a maximum of 45 days which is up to 4<sup>th</sup> November, 2023. After 4<sup>th</sup> November, 2023, the third defendant shall not be accountable and shall not be responsible for their whereabouts of the said furniture and machinery of the plaintiff.
7. That upon execution of this Settlement Deed, the defendant shall pay the plaintiff Tanzanian Shillings Twenty Million only (TZS 20,000,000/=) as part of rent costs of the plaintiff's new office.
8. That the third defendant will not file any other claim against the plaintiff or officials of the plaintiff resulting from plaintiff's disturbances, defamatory statements and publication arising



from third defendant's taking possession of Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37.

9. That each party shall not have any other claims from the other parties arising or connected with Plot No. 13 Pugu Road, Industrial Area Ilala Dar es Salaam CT No. 186081/37.

It is so ordered.

Dated at Dar es Salaam this 27<sup>th</sup> day of September, 2023.



A handwritten signature in blue ink, appearing to read "I. Arufani".

I. Arufani  
**JUDGE**  
27/09/2023

**Court:**

Judgment delivered today 27<sup>th</sup> day of September, 2023 in the presence of Mr. Ambrose Mkwera, learned advocate for the plaintiff and while the first and second defendants were represented by Mr. Ally Hamza, learned advocate the third defendant was represented by Mr. Frank Mwalongo, learned advocate. Right of appeal to the Court of Appeal is fully explained.



A handwritten signature in blue ink, appearing to read "I. Arufani".

I. Arufani  
**JUDGE**  
27/09/2023