

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF
TANZANIA
(COMMERCIAL DIVISION)
AT DAR-ES-SALAAM
COMMERCIAL CASE NO. 60 OF 2023**

TANIN GLOBAL LIMITEDPLAINTIFF

VERSUS

ATHANASIO MASENHA 1ST DEFENDANT
MAMBO COFFEE COMPANY LIMITED 2ND DEFENDANT

31st July 2023 & 07th Aug. 2023

CONSENT JUDGEMENT

NANGELA, J.,

The Plaintiff herein filed this suit, praying for Judgement and Decree against the Defendants as follows:

1. A declaration that a refusal by the 1st and 2nd Defendants to pay the sum of United States Dollars Five Hundred Forty-Three Eight Hundred and Fifty-Six and Eighty-Nine Cents (US\$ 543,856.89) to the Plaintiff amounts to breach of the contract for sale and purchase of coffee which was executed between the Plaintiff and the 2nd Defendant in October 2022;
2. A Declaration that, refusal by the 1st and 2nd Defendants to supply

coffee worth US\$ 250,000.00 to the Plaintiff, despite accepting the transfer of the amount of US\$ 250,000.00 which was transferred by the Plaintiff to the 2nd Defendant on the 25th of October 2022, amounts to breach of the contract for sale of coffee between the 1st and 2nd Defendants and the Plaintiff dated 25th of October 2022 through Invoice No. 00080 issued by the 2nd Defendant.

3. That, the 1st and 2nd Defendants be ordered to promptly pay the Plaintiff the entire total outstanding amount which is US\$ 543,856.89 being the outstanding amount which the 2nd Defendant owes the Plaintiff for the coffee which was supplied to the 2nd Defendant by the Plaintiff. The 1st and 2nd Defendants to be ordered to refund the sum of US\$ 250,000.00 which was transferred to the 2nd Defendant's account by the Plaintiff on the 25th of October 2022 for Invoice No.00080 issued by the 2nd Defendant.
4. For an order that the 1st and 2nd Defendants pay the Plaintiff interest on the amounts of US\$

543,856.89 and US\$ 250,000.00 at commercial bank's lending rates from October 2022 to the date of judgement.

5. That, the 1st and 2nd Defendants to pay general damages for loss of use of the funds by the Plaintiff as assessed by this Honourable Court and
6. That, the Defendants pay costs of this suit and any other incidental detriments to this suit.
7. Any other relief as the Court may deem fit.

On the 21st of June 2023, the Defendants herein filed a joint written statement of defense. This matter was set for mediation and on the 31st of June 2023, the parties asked for time to negotiate on their own as they intended to settle amicably.

On the 7th of August 2023 when the parties appeared before me, Mr. John Laswai, learned advocate appeared for the Plaintiff while Mr. Daudi Nkirya, learned advocate, appeared for the Defendants. On the material date, this Court was informed that, the Parties have exercised their wisdom and have successfully and amicably settled their dispute. They informed this Court that, a Deed of Settlement was also filed in this Court and prayed that, the same be recorded as forming the Judgment and Decree of the Court.

I have taken time to examine the Deed of Settlement filed in this Court on this 07th day of August 2023. 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**. In view of that fact, the suit herein has been adjusted wholly by the Deed of Settlement filed in this Court on this 07th day of August 2023.

With that in mind, this Court does hereby proceed and records the Deed of Settlement and marks this suit as having been "**settled**" at the consent of the parties, and, on the terms set out in parties' duly signed Deed of Settlement, which Deed of Settlement shall constitute "the Decree of this Court".

It is so ordered.

**DATED AT DAR-ES-SALAAM ON THIS 07th DAY OF
AUGUST 2023**



A handwritten signature in black ink, appearing to read "Deo Nangela".

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**DEO JOHN NANGELA
JUDGE**