

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

MISC. COMMERCIAL APPLICATION NO. 49 OF 2022

(Arising from Misc. Commercial Cause No.8 of 2022)

IN THE MATTER OF ARBITRATION UNDER THE NATIONAL
CONSTRUCTION COUNCIL (NCC)

WATER AID TANZANIAAPPLICANT
VERSUS

STC LIMITED.....RESPONDENT

Last order: 25th AUGUST, 2022

Judgment: 01ST SEPTEMBER, 2022

RULING

NANGELA, J.

On the 12th April 2022, the Applicant did, by way of an originating summons and an affidavit file this Application in Court. The same was filed under sections 69(1) (b), section 69(3)(c), section 70(3)(b) and (d) and section 70(1) of the Arbitration Act, No.2 of 2020, [***Currently to be read as: section 74 (1)(b), section 74(3)(c), section 74(3)(b) and (d) and section 74(1) of the Arbitration Act, Cap.15 R.E 2020, the Act having been revised in year 2020***].

Briefly, the Applicant sought for the following reliefs:

1. A Declaration that the Award made by the National Construction Council is of no effect in whole on the grounds that, one, the Council Arbitrator did not have substantive jurisdiction and two, there is serious irregularity affecting the award.
2. The award be set aside in whole based on the above grounds;
3. Costs to follow the event and,
4. Any other relief(s) that the Honourable Court deems fit to grant.

When the parties appeared before his Lordship Magoiga, J. for necessary orders on the 25th April 2022, they informed this Court that, they were engaged in negotiations with a view to dispose of their dispute amicably.

However, the Court (Magoiga J.,) was later informed that, there is pending before me a Misc. Commercial Cause No.8 of 2022 and prudently, the case file was reassigned to me as well for convenience in handling both matters.

On the 4th of July 2022, the parties, through their appointed advocates, appeared before me. The Applicant enjoyed the services of Mr. Reginald Shirima, learned Advocate, while Ms Josepha Tewa, learned advocate represented the Respondent.

Upon addressing this Court, Mr Shirima informed me their progressing negotiations aimed at striking a consensus on how to resolve the matter amicably. He informed this Court that, a draft agreement in respect of the Misc. Commercial Cause No.8 of 2022 was being prepared and, that, once concluded the matters before the Court will be settled amicably.

The sought after adjournment was granted thrice. On the 25th day of August 2022, the parties appeared in Court. On the material date the Applicant enjoyed the services of Ms Rahma Kombo, learned Advocate while Mr. Emmanuel Safari, also a learned Advocate appeared for the Respondent. The Court was informed that, the parties were bent on withdrawing this application since they have reached an amicable settlement of the Misc. Commercial Cause No.8 of 2022.

Since this Court was yet to examine the Deed of Settlement which they alleged was filed in respect of the said Misc. Commercial Cause No.8 of 2022, I set the matter for mention for necessary orders on the 1st day of September 2022 at 8:30 am. On this 1st September 2022, the parties appeared before me and prayed to withdraw the current application from this Court with no orders as to costs the reason being that, the parties have amicably brought to an end the Misc. Commercial Cause No.8 of 2022. There being such a prayer the issue is whether I should grant it.

The prayer by the Applicant being anchored on the Misc. Commercial Case No.08 of 2022, which was settled by the parties, I am in agreement that the current application cannot be further prosecuted since the Misc. Commercial Case No.08 of 2022 has been compromised.

In view of the above, this Court settles for the following orders:

1. That, this Miscellaneous
Commercial Cause No.49
of 2022 is hereby marked

withdrawn from this Court
at the instance of the
Applicant's Counsel.

2. The withdrawal is with no
orders as to costs.

It is so ordered.

DATED AT DAR-ES-SALAAM ON THIS 01ST DAY OF
SEPTEMBER 2022



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DEO JOHN NANGELA
JUDGE