

**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
(LAND DIVISION)
AT DAR ES SALAAM
LAND CASE NO. 88 OF 2019**

BENARD GALLUS KING'UZA.....PLAINTIFF

VERSUS

BOARD OF TRUSTEES OF

MORFARM GROUP.....1ST DEFENDANT

LEP AUCTIONEER'S COMPANY.....2ND DEFENDANT

Date of Last Order: 1/10/2021

Date of Judgment: 15/10/2021

JUDGMENT

MKAPA, J

A piece of land measuring 34 acres situated at Kisisi area Mtamba Village, Kibuta Ward, Kisarawe District in Coast Region (the suit land) by which the plaintiff claims possession, is the crux of this suit. The plaintiff preferred this suit against the two defendants for a declaration that, he is the lawful owner of the suit land; a claim of Tshs. 30,000,000/= (thirty million shillings) being compensation and costs of the suit.

The defendants filed joint written statement of defence disputing all claims by the plaintiff and prayed for the suit to be dismissed with costs.

At the hearing the plaintiff had the services of Mr. Samwel Shadrack, learned advocate, while both defendants were represented by Mr. Ladislaus Michael assisted by Mr Akiza Rugelamila, also learned advocates.



Before commencement of the trial the following issues were framed for determination;

1. Who is the lawful owner of the suit land.
2. Whether the defendants trespassed into plaintiff's land.
3. What relief(s) are the parties entitled to.

The cause of action arose in 2016 when the 2nd defendant under instructions from the first defendant demolished the plaintiff's house built on the suit land.

To advance his case the plaintiff summoned three witnesses and tendered two exhibits. The witnesses are; Bernard King'uzi (PW1), Hamisi Abdallah Rubarati, (PW2) and Robert Joseph, (PW3). On the other hand the 1st defendant summoned two witnesses named Kassim Abdallah, (DW1), and Trovina Matonya, DW2 and the 2nd defendant summoned only one witness named John Rudiga Mponzi. At the closure of the evidence, parties opted to file final submissions.

The witnesses for the plaintiff generally maintained that the plaintiff is the lawful owner of the suit land having acquired the same by way of purchase in three phases. Testifying in court PW1 informed the court that, he acquired the suit land in three phases; That, in January 2010 he bought ten acres from Mr. Nassoro Salum at a purchase price of Tshs. 2,200,000/= (Say Shillings two million and two hundred thousand.) He signed a sale agreement entitled "HATI YA MAUZO YA SHAMBA" in the presence of the chairman of Kisisi Hamlet at Mtamba village and their witnesses. PW1 further testified that, he did not know Nassoro Salum prior to the sale transaction in 2010. However, he was informed by the village authorities that, Mr. Nassoro was the previous owner. To support

his claim he tendered a sale agreement and was admitted as Exhibit P1. It was his further testimony that, the sale transaction was effected at the office of Village Executive Officer (VEO) of Mtamba Village after payment of necessary fees and other impositions by the village government. He further testified that, as a second phase in January 2013 he purchased 12 acres from Mr. Salum Omar Salum at a purchase price of (Tshs. 8,400,000/=) (say Eight Million Four Hundred Thousands). He also paid necessary fees and village levies. Sale agreement "HATI YA MAUZO YA SHAMBA" dated 19th January 2019 between the plaintiff and Mr. Salum Omar Salum was admitted as Exhibit P2.

He went on explaining that the 3rd phase involved purchase of 12 acres from Adija Sharifa and Asma Nassoro at a price of (Tshs. 3,600,000/=). (Say Three Million Six Hundred Thousand Shillings) after payment of necessary fees and levies. However, he was unable to tender the sale agreement to prove the purchase after claiming that the same was lost and was yet to file a loss report as was not familiar with the procedure for filing the same. It was his further testimony that, in 2017 the Government through the Minister responsible for land and human settlement issued a directive for all occupiers of village land to verify ownership by filling the relevant forms. That, he did comply with the directives and on 29/11/2017 he filled the forms for verification of ownership titled "FOMU MAALUM YA KUTOA TAARIFA ZA WAMILIKI WA VIWANJA NA MASHAMBA, UTEKELEZAJI WA AGIZO LA WAZIRI WA ARDHI, NYUMBA NA MAENDELEO YA MAKAZI KATIKA WILAYA YA KISARAWE" whose particulars included the 12 acres for the third phase purchase of which its sale agreement got lost. The forms were collectively admitted as Exhibit P3. He further testified that after he had

acquired the 34 acres, he built a house and planted some teak trees, neem (mwarobaini) and mango trees. That, he cleared the bushes and even had to shift some grave yards after seeking permission from relatives of the deceased and village authorities. He went on testifying that, the house which was demolished by the defendants valued at shillings thirty million. Hence he prayed for this Court to declare he is the lawful owner of the suit land.

When cross examined, PW1 stated that his house was demolished in 2019 by the 2nd defendant upon instructions from the 1st defendant. That, he happened to know Mr. Khamis Rubarati who is the Village Executive Officer (VEO) and was present at the sale transaction. He stated that he wasn't aware that in 2007 Mr. Rubarati was involved in allocating the suit land to the 1st defendant. It was PW1's testimony that, he was aware of the Land Application No. 37 of 2011 at Kibaha District Land and Housing Tribunal which involved the 1st defendant.

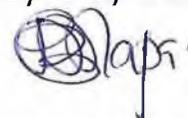
PW2, Khamis Abdallah Rubarati testified that, he was born and raised in Mtamba village where he currently resides. That, he has been VEO of Mtamba village since 1999 to date and happened to know the plaintiff as he personally as VEO had witnessed the sale transaction relating to 12 acres of land which the plaintiff bought from Mr. Salum Omar Salum. It was his testimony that in 2017 during the exercise conducted by the Government through the Ministry of Lands and Human Settlement, owners of village land were required to verify ownership and plaintiff did verify ownership of the suit land by filing the relevant forms affixed with his pictures and attached with sale agreements.



PW2 stated that in 2000, Mtamba village in consultation with the Kisarawe District authorities invited people interested in joining and participating in development initiatives of the village, by acquiring the abandoned/unattended village land. That, many applicants turned up including the 1st defendant and his three colleagues individually not as MOFARM. That, each one had to acquire five acres as per the agreed terms and conditions of the village authorities. It was PW2's further testimony that, the 1st defendant and his colleagues acquired a total of 20 acres and planted teak trees and some built houses. That, the Mtamba village council meeting held on 10/04/2001 did not allocate 261.95 acres to the 1st defendant as alleged by him.

When cross examined PW2 stated that, he was present when plaintiff's house was demolished. That, when inquired he was informed that the demolition was execution of the judgment of the District Land and Housing Tribunal for Kibaha. It was his testimony that other people too were affected by the demolition. That, the letter from Member of Parliament for Kisarawe constituency was advising the village authorities to follow the laid down procedure in allocating additional 500 acres village land by seeking approval from regional authorities. That, MORFARM did not apply for land allocation as a group, rather individually. PW2 went on testifying that, beacon No. 260 was placed as a demarcation between Kauzeni village and Mtamba village and was not meant for setting boundary for the alleged MORFARM area. That, MORFARM did not build a village dispensary as the same was built by the villagers.

PW3's testimony corroborated the evidence adduced by PW1 and further testified that, he resides at Kisarawe area. That, he was employed by the

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plaintiff to work on his farm situated at Kisisi area, Mtamba village, Kisarawe District in 2011 when he first arrived from Mwanza. That, during his stay with the plaintiff he witnessed the plaintiff purchasing farm land for 10 and 12 acres in 2013. He later relocated to Kibaha and was informed that the plaintiff had purchased additional 12 acres. It was his testimony that in the 10 acres the plaintiff planted teak and neem (mwarobaini) trees. That, the plaintiff first built a one bedroom house for PW3 to stay and later the house was renovated to two-bedrooms with a sitting room and a toilet.

White cross examined, he stated that, he happened to know one Salum Omary as the vendor of the 10 acres land which was acquired by the plaintiff. That, he never heard of any dispute on the suit land. That, the value of the house was not less than thirty million as he participated in building the same.

It was defence's case through DW1, Kassim Abdallah that, he is a Chairman and member of group which is engaged in agriculture business known as Modern Farm of the New Millennium (MORFARM) comprising of twenty members. He testified that, in 2001 there was a Government directive to the effect that, all abandoned/unattended village land to be cleared and interested people with development initiatives were invited to acquire the same. That, MORFARM approached Mtamba village authorities for acquisition of the land.

It was his further testimony that, at the Mtamba village council meeting, the village council agreed to allocate them land on condition that MORFARM would built a village dispensary. Among those who attended the meeting is Khamis Abdallah Rubarati (VEO) (PW2). Minutes of the



meeting for Mtamba Village, dated 10/4/2001 were admitted and marked as Exhibit D1. DW1 stated that, they wrote a letter to the MP for Kisarawe constituency (Mr. Janguo) introducing themselves and same letter was written to the Chairman for Kibuta Ward, and in reply the MP congratulated them. The letter from Kisarawe District Commissioner titled "KUTAMBULIWA NA WILAYA YA KISARAWA" dated 24/05/2001, the letter from the MP for Kisarawe constituency titled "KUOMBA KUTAMBULIWA NA MHESHIMIWA MBUNGE" and the letter from Ward Executive Secretary for Kibuta Ward entitled "KUTAMBULIWA KWENU KIJIJINI MTAMBA" dated 13/09/2021 were admitted as Exhibit D2,D3 and D4 collectively.

DW1 testified further that, the village council visited the allocated area and agreed on the boundaries and minutes of the meeting titled "KIKAO CHA MUAFAKA WA MPAKA MOFARM" dated 07/10/2021 were admitted as Exhibit D5. DW1 stated that, after verification of boundaries MORFARM surveyed the disputed land a survey plan was prepared for MORFAM namely, Plot No. 3532 comprising of 261.95 acres. After the allocation some people were dissatisfied and instituted a case; Land Application No. 37 of 2011 against the 1st defendant and Mtamba village at the Kibaha District Land and Housing Tribunal. The tribunal decided in favour of the defendant (the 1st defendant herein) was declared a lawful owner of the suit land. Copy of the judgment of Land Application No. 37 of 2011 was admitted as Exhibit D6. It was DW1's testimony that tribunal's judgment was followed by a demolition order for all trespassers within the suit land. That, the order was effected by the 2nd defendant who demolished trespasser's houses.

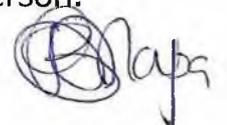
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It was DW'3 testimony that, he is an auctioneer (court broker) with the 2nd defendant for the past five years. That, in 2019 they received an order for execution from the District Land and Housing Tribunal for Kibaha. He further testified that prior to executing the order he advised the 1st defendant to engage a land surveyor to ascertain the exact boundaries with the use of GPS because the suit land was vast with bushes. That; boundaries were re-identified and cleared. Thereafter, a 14 days Notice of demolition was issued to encroachers of the suit land, police and the village authorities. That, while complying with the order he recalled to have demolished several huts built up of mud and logs.

It was his further testimony that, the 1st defendant and the land surveyor were present during the demolition, while the surveyor had a plan, but he could not tell whether the plan was approved. However, the village chairman and VEO were not present as they came shortly and left.

Having analysed the evidence obtained from the witnesses and exhibits tendered, in resolving the issues framed, beginning with the first issue as to who is the lawful owner of the suit land, my view is, this is a question of evidence. The law is well settled that whoever alleges must prove. Section 110 of the Law of Evidence Cap 6 [R.E 2019] reads;

- (i) Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts he asserts must prove those facts exists.
- (ii) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

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The Court of Appeal of Tanzania in **Anthony M. Masanga Versus Penina (Mama Mgesi) & Lucia (Mama Anna), Civil Appeal No. 118 of 2014 (Unreported)** propounded this principle and emphatically observed.

"...let's begin by re-emphasizing the ever-cherished principle of law that generally, in civil cases, the burden of proof lies on the party who alleges anything anything in his favour."

In commentaries by **Sarkar's Law of Evidence** 18th Edn., **MC. Sarkar, S.C. Sarkar** and **P.C Sarkar**, published by Lexis Nexis, it was observed at page 1896 as follows;

".....the burden of proving a fact rests on the party who substantially asserts the affirmative of the issue and not upon the party who denies it; for negative is usually incapable of proof.

*It is ancient rule founded on consideration of good sense and should not be departed from without strong reason.....until such burden is discharged, the other party is not required to be called upon to prove his case. **The Court has to examine as to whether the person whom the burden lies has been able to discharge his burden. Until he arrives at such a conclusion, he cannot proceed on the basis of the weakness of the other party....."***

The plaintiff tendered exhibits P1, P2 and P3 to prove how he had acquired the suit land. The exhibits were supported by the evidence of PW2 and PW3. The Plaintiff basically relied on the sale agreements and the verification forms to prove his case. He claimed that, he purchased a

total of 34 acres in three phases from different vendors named, Nassoro Salum, Salum Omar Salum and Adija Sharifa together with Asma Nassoro. That, in 2017 he filled verification form as a directive from the Ministry of Lands and Human Settlement, which confirmed his ownership of the 34 acres.

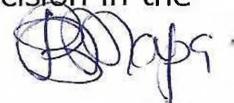
In terms of section 8 (4) of the Village Land Act, Cap 114 [R.E 2019] the village council is the sole organ responsible for management of land as trustee of the village land for and on behalf of the villagers as its beneficiaries. This include the power to allocate land subject to the prior approval of the village assembly.

It is undisputed the fact that the land in dispute is a village land. However, none of the testimonies tendered by the plaintiff proved how and when the village council was involved in allocating the suit land. Guided by the requirement under section 8 (4) (*supra*) the allocation of the suit land ought to have been evidenced by minutes of the village council and the village assembly or receipts from the village authorities acknowledging receipt of fees for allocation of the land.

Additionally, section 8 (5) of the same Act reads;

5. A village council shall not allocate land or grant a customary right of occupancy without a prior approval of the village assembly.

A reading from the above provision it is sufficiently clear that, allocation of the village land by the village council is a mandatory requirement after prior approval of the village assembly. The plaintiff has failed to prove the mandatory approval of Mtamba village council in allocating the disputed 34 acres. This leaves a lot to be desired. In the decision in the



case of **Bakari Mhando Swanya Vs Mzee Mohamed Shelukindo and 3 Others, Civil Appeal No. 389 of 2019**, the Court of Appeal confronted with a similar situation had this to say;

"Even if we assume that the purported sale agreement was valid which is not the case, then the same was supposed to be approved by the Village Council."

Guided by the aforementioned legal authorities it is undoubtedly the fact that, anything that does not conform to the provision of the cited laws cannot be said to be a legitimate allocation as in the instant case. The sale agreements signed by the parties and witnessed by the village chairman and VEO nor the verification forms of land ownership cannot in any way substitute the mandatorily approval by the village council. The same ought to have been presented to the council to get its blessing. Hence, failure by the plaintiff to discharge the burden of proving ownership of suit land as required under section 110 of the Evidence Act.

On the other hand DW1 testified the fact that, he is the lawful owner of the suit land. To support his claim he tendered Exhibit D1, the village council meeting dated 10/4/2001. DW1 further testified that he is the Chairman of MORFARM a group comprises of 20 members. It is worth noting at this juncture that, the 1st defendant did not submit material evidence such as the constitution or names of the members of the MORFARM group. Nor did he submit the registration certificate of the Group to enable this court to determine whether they were capable of entering into a sale agreement to purchase land. Even if this court was to assume that the 1st defendant was registered and capable of entering into contract for purchase of land at Mtamba village, exhibit D1 did not

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mention MORFARM's name to be allocated additional acres for agricultural activities on conditions that they built a village dispensary. Excerpt of relevant part of exhibit D1 at page 1B is reproduced hereunder;

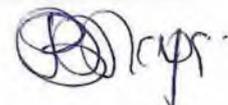
"2. WANANCHI WALIOOMBA KUJIUNGA NA KIJJI

Katibu aliwaeleza wajumbe kwamba "wananchi wanaotarajia kujiunga na Kijiji kwanza wanaomba kuongeza idadi kutoka 18 hadi 25. Pili kiasi cha fedha kwa ajili ya gharama ya vikao vya Serikali ya Kijiji kimekabidhiwa kwa viongozi wa Kijiji Tsh. 50,000/= Efu hamsini tu.

Maamuzi ya Kikao cha tarehe 10.4.2001

- *Wajumbe wamekubali kuwaongezea eneo hadi kufikia heka 500 (Mia tano).*
- *Ili wananchi hao wakabidhiwe eneo*
 - a. *Waanze utekelezaji wa ahadi yao*
 - Watuletee mchanga*
 - Mifuko ya saruji"*

DW1 and DW2 testified that the 1st defendant was declared the lawful owner of the land in dispute measuring 261.95 acres in Land Application No. 37 of 2011 before the District Land and Housing Tribunal for Kibaha. Though the dispute in the said suit is not a matter at issue but as far as the question of ownership is concerned I am inclined to discuss it here as to what extent that specific case has given rise to the instant suit. Dispute in the said case arose on 1st July 2010 when the 1st defendant herein entered in the land occupied by the applicants and started to clear land. Judgment was entered in favour of MORFARM to the effect



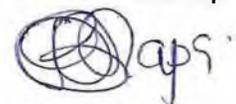
that, they were the lawful owner of the disputed land in Land Application No. 37 of 2011. A reading from the trial tribunal's judgment revealed that applicants, Ally Selemeni Rukali and Adamu Ally Kadimba filed the application complaining that the 1st defendant had unlawfully entered into applicants' land and started to clear that land, while the 2nd respondent in the said suit (Serikali ya Kijiji cha Mtamba) unlawfully allocated the suit land to the first respondent.

DW4, in the said Land Application (Hamis Rubarati), (who is PW2 in the present suit) acknowledged the existence of MOFARM as a group at page 4 paragraph 4 of the judgment which states;

"That, there was one Hamis Abdallah Rubarati as DW4 inform this Tribunal that in 2001 the village council of Mtamba received a letter from the Mofam group that they were requesting to be allocated a piece of land for cultivation, hence the village council worked on it accordingly, thus they did allocate that land hence the applicants were aggrieved they so filed this case at this tribunal..."

Relying on the evidence of DW1, DW2, and that of DW3, (one Nassoro Ramadhani Mzeli testified as Mtamba village chairman, and DW4, the tribunal entered judgment in favour of the 1st respondent (the 1st defendant herein) as the lawful owner of the dispute land.

In his testimony in the present case PW2 denied the fact that MORFARM as a group did apply for land allocation at Mtamba village. Similarly, PW2 as VEO did sign and stamped with the village executive officer's stamp



for Mtamba Village, exhibit D5 titled "MAKUBALIANO YA KUONYESHANA MPAKA ENEO LA MORFAM YA TAREHE 07/10/2007.

The question to be asked is why in the present case PW2 denies the existence of MOFARM as a group. Surprisingly, PW2 witnessed as VEO the sale agreement entered between the plaintiff and Mr. Salum Omar Salum (Exhibit P2) knowing the same to form part of the land which the trial tribunal had declared the 2nd defendant herein as the lawful owner which in my view suggests double allocation. One may also wonder as to PW2's decision as a village leader (VEO) not to involve the village council in allocating the suit land (34 acres). A village council being an organ in which is vested all executive power in respect of all the affairs and business of a village, my view is, it was inappropriate and illegal to disregard its mandatorily approval. Thus, under normal circumstance it would have been expected PW2 to be aware. More so, the village council apart from minimizing land disputes which are rampant in the country is in a better position to deter perpetrators of selling the land to more than one person.

Turning to the issue on whether on balance of probabilities the 1st defendant has managed to establish that he is the lawful owner of the suit land.

A thorough perusal of the exhibits tendered has revealed that, they are in favour of the 1st defendant's claim that he is the lawful owner of suit land. Exhibits D2 and D3 are letters acknowledging the 1st defendant to have applied for land allocation at Mtamba Village. Exhibit D2, a letter from the office of the District Commissioner of Kisarawe to Secretary of

MORFAM (DW2) titled "KUTAMBULIWA NA WILAYA YA KISARAWÉ" dated 24th May 2001, the relevant is reproduced hereunder;

*"Nina wapongezeni sana kwa uamuzi wenu wa kuja Kisarawe na **kuunda umoja** kwa lengo la kujiendeleza kwa kilimo. Utarativu mliotumia wa kuwasiliana na Kijiji ili kugawiwa eneo pia ni muafaka..... **Kijiji cha Mtamba sasa kinatakiwa kitume muhtasari wa kikao chake** na barua inayotoa taarifa wilayani kuhusu mapokezi yenu kijijini...."*

Exhibit D3, letter from Member of Parliament for Kisarawe constituency dated 12th December, 2001 to Secretary of MORFAM titled "KUOMBA KUTAMBULIWA NA MH MBUNGE", part of the letter reads;

*"Kwanza napenda kuwapongeza kwa uamuzi wenu wa busara wa **kuunda kikundi** cha maendeleo ya kilimo. Pia utarativu mliofuata wa kuomba ardhi kule Kijiji cha Mamba (sic) ndio unaotakiwa kisheria.*

*Kwa bahati mbaya Serikali ya Kijiji inaelekea kusinzia katika kufikisha mapendekezo yake mbele ya Halmashauri ya Wilaya kama ilivyoshauriwa na Bw. D.C katika barua yake ya tarehe 24 Mei 2001, Kumb. Na. A.3/22/vol.II/110. **Kwa kuwa eneo la ekari 500 mlilopewa liko nje ya mamlaka ya Serikali ya Kijiji na Halmashauri, hapana budi uamuzi wa mwisho utolewe na Serikali Kuu, kwenye ngazi ya mkoa."***

From the contents of the afore said letters I am persuaded that the 1st defendant has proved on balance of probabilities that he did apply to be

allocated the suit land at the Mtamba Village and the Village Council through its meeting on 10/4/2001 approved his application. Thereafter he notified the District Commissioner for Kisarawe and Member of Parliament for Kisarawe who acknowledged their application.

From the foregoing sequence of event I am of the view that the 1st defendant complied with the requirement of seeking approval of village council vide minutes of the village council (exhibit D1) which was attended by the Chairman, Secretary and 15 other members. The minutes were signed by the village chairman one Shamshi R. Selungwi and village secretary (VEO) Hamisi A. Rubalati (PW2).

At a meeting of 07/10/2007 which was also attended by two members from MORFARM the 1st defendant was shown boundaries. No dispute arose until when they started to clear the land for survey when dispute arose vide **Misc. Land Application No. 37 of 2011** at District Land and Housing Tribunal at Kibaha).

As to whether the evidence adduced by the 1st defendant is sufficient to proof ownership on balance of probability, a decision in the case of **Paulina Samsoni Ndawanya Vs. Theresia Thomas Madaha, Civil Appeal NO. 45 of 2017** (unreported) is relevant in which the Court of Appeal of Tanzania stated that;

"It is equally elementary that since the dispute was in civil case, the standard of proof was on a balance of probabilities which simply means that the Court will sustain such evidence which is more credible than the other on a particular fact to be proved"



Guided by the above legal authority, by weighing the weightier evidence, I am persuaded that, the 1st defendant managed on balance of probability to prove ownership of the suit land.

See; **Geita Gold Mining Ltd V. Ignas Athanas**, Civil Appeal No. 227 of 2017, **Antony M. Mashanga V. Penina (Mama Mgesi) and Lucia (Mama Anna)** Civil Appeal No 118 of 2014 (both unreported). In these cases the defendant evidence appears weightier to that of the plaintiffs. The Court of Appeal of Tanzania in **Paulina Samson Ndawavya V. Theresia Thomas Madaha CAT**, Civil Appeal No.45 of 2017 Mwanza, (Unreported), observed the following on how to discharge a burden of proof in civil case;

*".....That the degree is well settled. It must carry Reasonable degree of probability , but not so high as required in criminal case. If the evidence is such that the tribunal can say- **we think it is more probable than not the burden of proof is discharged"***

Subjecting the above legal authority to the present suit my view is, given the enumerated set of events and the exhibits tendered it is more probable than not that the 1st defendant is the lawful owner of the suit land. This brings me to the conclusion as far as the 1st issue is concerned the plaintiff has failed to prove ownership of the suit land for non-compliance with laws and procedures governing allocation of village land. Thus the 1st defendant is hereby declared the lawful owner of the land in dispute to wit; 34 acres located at at Kisisi, Mtamba Village, Kibuta Ward, Kisarawe District, Coast Region.



The second issue as to whether the defendant has trespassed onto the suit land, this need not detain me much as the first issue has been answered in negative.

As to the 3rd issue on relief entitled to parties, the plaintiff has claimed in his plaint for payments of compensation amounting 30,000,000/= being value of the demolished house, the law is well settled that specific damages need to be strictly proved. This was underscored in the decision in the case of **Anicet Mugabe Vs. Zuberi Augustino [1992] TLR 137**, in which the court held;

"Special damages must be specifically pleaded and strictly proved".

The plaintiff in the present case failed to adduce material evidence on how he did arrive at thirty million shillings compensation. The plaintiff just stated that, the house was a two bed room house with a sitting room and a toilet, thus unable to justify the specific damage incurred. I therefore find the claim for specific damages to the tune of 30,000,000/= shillings for specific damage was not proven by the plaintiff as per the required standards of the law.

Consequently, the suit is dismissed and each party to bear own costs.

It is so ordered.

Dated and Delivered at Dar-Es-Salaam, this 15th day of October 2021.




S.B MKAPA
JUDGE
15/10/2021