

THE UNITED REPUBLIC OF TANZANIA
JUDICIARY
IN THE DISTRICT COURT OF MOSHI
AT MOSHI
MATRIMONIAL APPEAL NO. 03 OF 2023
[C/F DISTRICT COURT OF MOSHI MATRIMONIAL
APPEAL NO. 3 OF 2023]

ISSA SAIDI MTUKA DECREE HOLDER

VERSUS

RESTELINA ANTHONY MWANGA..... JUDGMENT DEBTOR

DEED OF SETTLEMENT

**(Filed in this Honourable court under Order XXIII, Rule 3 of the Civil
Procedure Code Chapter 33 R. E. 2002 of the Laws of Tanzania)**

THIS SETTLEMENT AGREEMENT is made on this **18TH** day of **MARCH, 2024**,
between **ISSA SAIDI MTUKA** (hereinafter referred to as the **Decree Holder**)
and **RESTELINA ANTHONY MWANGA** (hereinafter referred to as the
Judgment Debtor).

WHEREAS

1. The **Decree Holder** prayed for decree dated the **06th** day of **October, 2023** to be executed as against the **Judgment Debtor** as follows:-
 - a. By providing the Court bank account to the **Decree Holder** to deposit 35% of the market value as per valuation report of Un-surveyed Piece of Land located at BLOCK 'M', RAU - KARIKACHA

area within MOSHI district, KILIMANJARO to be handled to the **Judgment Debtor**.

- b. The mount of total sum of Tanzania shillings 31,500,000/= (being equivalent to 35% of the market value) to be paid to **Judgment Debtor**.
- c. The cost of taking out this execution, be realized and **Decree Holder's** immovable property specified at the foot of the application remain with the **Decree Holder** and the 35% of the market value of the same be paid to the **Judgment Debtor** as stipulated in the Decree of District Court in Matrimonial Appeal No. 03 of 2023 .

NOW WHEREFORE THIS DEED OF SETTLEMENT WITNESSETH THE FOLLOWING:

- i. That Parties to this case (Application) have jointly reviewed the respective case and their positions in particular and they have considered the need to restore the harmonious relation that existed long before the institution of the above cited case and have agreed to settle the pending dispute.
- ii. That the **Decree Holder** wishes not to pursue the matter as to the reasons that the **Judgment Debtor** has agreed to the amount of Tanzania shillings sixty million only to be paid by the **Decree Holder** as 35% of the market price of the Piece of Land located at BLOCK 'M', RAU - KARIKACHA area within MOSHI district, KILIMANJARO; and the **Judgment Debtor** has agreed ownership of the Piece of Land located at BLOCK 'M', RAU - KARIKACHA area within MOSHI district, KILIMANJARO (*also known as Plot 936, 937, 938, and 939 block 'M' Karikacha area*) to be handled to the **Decree Holder** as his sole property as per the terms of this settlement deed.

- iii. That upon signing of this settlement Deed and proper execution by both parties, the **Decree Holder** will be liable to pay the **Judgment Debtor** a total sum of **Tanzania shillings Sixty million only (TZS. 60,000,000/=)** as consideration for the 35% of the market price of the Piece of Land located at BLOCK 'M', RAU - KARIKACHA area within MOSHI district, KILIMANJARO which was decreed to the **Judgment Debtor**.
- iv. The **Decree Holder** will pay the said total sum of **Tanzania shillings Sixty million only (TZS. 60,000,000/=)** to the **Judgment Debtor** in installments as follows:
- A total sum of **Tanzania shillings Thirty million only (TZS. 30,000,000/=)** within seven (7) days from the day of signing of this deed;
 - A total sum of **Tanzania shillings Ten million only (TZS. 10,000,000/=)** on or before the 30th day of April, 2024 ONLY AFTER the **Judgment Debtor** has deposited with the District Court of Moshi at Moshi the original registration certificate of motor vehicle Toyota Land cruiser with registration number T958BJG (free of any encumbrance) and be handled to the **Decree Holder**;
 - After the **Judgment Debtor** has deposited with the District Court of Moshi at Moshi the original registration certificate of motor vehicle Toyota Land cruiser with registration number T958BJG (free of any encumbrance) and be handled to the **Decree Holder**; the District Court of Moshi at Moshi will handle to the **Judgment Debtor** the original registration certificate of motor vehicle Honda CR-V with registration number T120DHY;
 - A total sum of **Tanzania shillings Twenty million only (TZS. 20,000,000/=)** on or before the 15th day of July, 2024;

- v. That upon signing of this settlement Deed and proper execution by both parties, the **Decree Holder** will be the sole lawful owner of the whole of the Piece of Land located at BLOCK 'M', RAU - KARIKACHA area within MOSHI district, KILIMANJARO of which was 65% decreed to the **Decree Holder**.
- vi. That if the **Decree Holder** failed in any manner whatsoever to pay the **Judgment Debtor** a total sum of **Tanzania shillings Sixty million only (TZS. 60,000,000/=)**, as provided in **paragraphs iv above**, the **Judgment Debtor** will have the right to proceed to apply for execution as against the **Decree Holder**.
- vii. That if the **Judgment Debtor** failed in any manner whatsoever to deposit with the District Court of Moshi at Moshi the original registration certificate of motor vehicle Toyota Land cruiser with registration number T958BJG (free of any encumbrance) and be handled to the **Decree Holder**, as provided in **paragraphs vi above**, the **Decree Holder** will have the automatic extension of time (twice of the delayed period) to pay the remaining balance to the **Judgment Debtor**.
- viii. That all the payments by the **Decree Holder** to the **Judgment Debtor** under this settlement deed shall be made via the bank account with the following details:
- Account name: **MOSHI JUDICIARY DEPOSIT ELEC ACCOUNT;**
- Bank name: **BANK OF TANZANIA (BOT)**
- Account number: **9921169703**
- ix. That by signing and execution of this Deed of Settlement Parties have mutually agreed to withdraw/abandon the said case and any application(s) therein and any other cases or applications pending in any other courts. Parties have agreed to relinquish all their

rights and interests in those cases and applications. Once this is done all court matters and claims as between the parties shall be marked settled and neither party shall re-file or re-institute or cause to be filed any proceedings whatsoever related to or in connection to the above cited matter.

- x. Both Parties have agreed that the **Decree Holder** shall have no further claims whatsoever against the **Judgment Debtor**; and the **Judgment Debtor** shall have no further claims whatsoever against the **Decree Holder**. The Parties have agreed further that should they learn of any such claim(s) being pursued on their behalf, they shall stand and ensure that the said claims are withdrawn, dismissed or otherwise terminated at their own cost.
- xi. This Agreement shall be marked as the full and final settlement of all the rights, claims and liabilities awarded to and against the Judgment Debtor and to and against the decree holder in the decree emanating from in the District Court of Moshi at Moshi in Matrimonial appeal no. 03 of 2023 dated the 06th day of October, 2023.
- xii. Each party to the Application shall bear its own costs.

2. Decree

Upon filling of this Deed of Settlement in the Court it shall become an order and the Court shall be moved to mark the Application was settled out of Court in terms of this Agreement.

3. Miscellaneous Provisions

- i. This agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors in title and representatives and shall not be enforceable by or inure to the benefit of any third party.

- ii. Any notice required or permitted to be given or made under this agreement shall be in writing and, any such notice shall be deemed to have been duly given or made when it shall be delivered by hand or mail, telegram, cable, fax, telex, Expedited Mail Service or courier to the Party to which it is required or permitted to be given or made such party's address specified in this agreement or at such other address as such Party shall have designed by notice to the party giving such notice.
- iii. This agreement shall be effective on the date it shall be signed by both Parties.
- iv. No waiver of the breach of the terms or any default under this Agreement shall be deemed to be a waiver of any subsequent breach or default or in any way affect the other terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed these Deed of Settlement on the day herein above mentioned and in the manner hereinafter appearing.

SIGNED by the said **ISSA SAIDI MTUKA**
 who is known to me/ identified to me by

 the latter being known to me personally at
MOSHI this **21ST** day of **MARCH, 2024**

.....
DECREE HOLDER

BEFORE ME:

FULL NAME: **PATRICK PAUL**

SIGNATURE:

ADDRESS: **P.O. BOX 753, MOSHI - TANZANIA**

(NOTARY PUBLIC AND COMMISSIONER FOR OATHS)

SIGNED by the said **RESTELINA ANTHONY**

MWANGA who is known to me/ identified to

me by the latter

being known to me personally at **MOSHI**

this **21ST** day of **MARCH, 2024**

BEFORE ME:

.....
JUDGMENT DEBTOR

FULL NAME

SIGNATURE

ADDRESS

(NOTARY PUBLIC AND COMMISSIONER FOR OATHS)

Presented for filing this.....day of.....2024

.....
Registry Officer

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