

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

AT DAR ES SALAAM

COMMERCIAL CASE NO. 29116 OF 2025

**HAIDERAL HUSSEIN MUZAFAR GULAMALI
t/a H.M.H GULAMALI**

..... PLAINTIFF

VERSUS

TUXFORD HAULAGE LIMITED DEFENDANT

CONSENT JUDGEMENT

02/07/2026

KINYAKA, J.:

The plaintiff, a duly registered and licensed supplier of petroleum products, entered into an agreement with the defendant for supply and delivery of fuel consignments, namely petrol and diesel, of various quantities to the defendant's designated fuel stations situated at Msata, Kongowe, and Tunduma worth TZS 182,066,313.04.

It is alleged in the plaint that on 11th September 2024, 15th and 30th November 2024, and 15th and 31st December 2024, the plaintiff supplied and delivered consignments of fuel to the defendant pursuant to the supply

agreement to the defendant's designated fuel stations, which was duly acknowledged by the defendant. It is further alleged by the plaintiff that despite the defendant's receipt of fuel consignments and the plaintiff's tax invoices for payment, the defendant willfully and without justification made partial payment of the purchase price, leaving a substantial balance unpaid. As a result of the defendant's neglect to heed to the plaintiff's demand for payment of a balance of TZS 94,613,947.20, the plaintiff instituted the present suit claiming for the following reliefs:

1. A Court declaration that the defendant has breached the fuel supply agreement.
2. A Court order for the defendant to pay the plaintiff a total of TZS 94,613,947.20 balance of the purchase price for the consignments of fuel supplied and delivered to the defendant.
3. General damages as may be assessed by this Honourable Court for the loss of business, income and inconveniences suffered by the plaintiff.
4. Interest on the amount in (ii) and (iii) above at the commercial rate of 12% per annum from the time when the cause of action arose to the date of filing this suit.

5. Interest on the decretal sum at the Court rate of 7% per annum from the date of judgment to the date of payment in full.
6. Costs of this suit.
7. Any other reliefs this Court may deem fit and just to grant.

In her written statement of defence, the defendant denied the plaintiff's allegations in the plaint and required the plaintiff to strictly prove the allegations for breach of contract and the unpaid amount.

During pendency of suit, parties reached an amicable settlement and executed a deed of settlement on 1st July 2026 which was lodged in this Court on 1st July 2026. When the matter was called on 2nd July 2026 for the First Pre-Trial Settlement and Scheduling Conference, the plaintiff was represented by Mr. Nobert Mlwale, learned advocate and the defendant enjoyed legal representation services of Mr. Frank Chacha, learned advocate. Mr. Mlwale informed this Court that parties have settled their differences and filed the deed of settlement on 1st July 2026 which was signed by the parties on the same date. He prayed for the deed of settlement to be adopted as consent judgement and decree of this Court in terms of Order XIII Rule 3 of the Civil Procedure Code Cap. 33 R.E. 2023. Mr. Chacha restated the position indicated by Mr. Mlwale and prayed for the deed of settlement to be adopted

and recorded by this Court as a consent judgement and decree of this Court capable of being executed.

Having appreciated the pleadings and my thorough reading of the deed of settlement lodged in this Court on 1st July 2026, I am satisfied that its terms have conclusively settled the dispute between the parties in accordance with the matters agreed therein.

Accordingly, I invoke the powers of this Court under Order XIII Rule 3 of the Civil Procedure Code, Cap. 33 R.E. 2023 to pronounce the dispute between the parties amicably settled based on the following terms:

- (i) That the defendant admits and has agreed to pay the plaintiff a total amount of TZS 94, 613, 947.20 (Tanzania Shillings Ninety-Four Million Six Hundred Thirteen Thousand Nine Hundred Forty-Seven and Twenty Cents) Only, a balance of the purchase price for the fuel consignments supplied and delivered to the defendant.
- (ii) That the defendant has also agreed to pay the plaintiff a total amount of TZS 20,000,000.00 (Tanzania Shillings Twenty Million) Only, as compensation to carter for legal costs, court fees, damages for loss of

business and miscellaneous costs related to and incurred by the plaintiff in pursuing this claim.

(iii) That for the purpose of clarity and avoidance of doubt, the defendant has agreed to pay the plaintiff an aggregate sum of TZS 114,613,947.20 (Tanzania Shillings One Hundred Fourteen Million Six Hundred Thirteen Thousand Nine Hundred Forty-Seven and Twenty Cents) Only as full and final satisfaction of all claims in relation to this dispute and the costs related to it.

(iv) That the said amount of TZS 114,613,947.20 (Tanzania Shillings One Hundred Fourteen Million Six Hundred Thirteen Thousand Nine Hundred Forty-Seven and Twenty Cents) Only shall be paid in eleven (11) instalments within a period of eleven (11) months effective from 30th July 2026 to 30th May 2027. As of now, the defendant has already issued and delivered to the plaintiff post-dated cheques in advance of the due dates. For clarity, the payment arrangement will be adhered to as shown in the schedule appearing hereunder:

SN	Date of Issue	Cheque Number	Amount in TZS
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1	30 th July 2026	1618	10,000,000.00
2	30 th August 2026	1619	10,000,000.00
3	30 th September 2026	1620	10,000,000.00
4	30 th October 2026	1621	10,000,000.00
5	30 th November 2026	1622	10,000,000.00
6	30 th December 2026	1623	10,000,000.00
7	30 th January 2027	1624	10,000,000.00
8	28 th February 2027	1626	10,000,000.00
9	30 th March 2027	1625	10,000,000.00
10	30 th April 2027	1627	10,000,000.00
11	30 th May 2027	1628	14,613,947.20
GRAND TOTAL			114,613,947.20

(v) That the plaintiff shall, at the end of every month commencing from 30th July 2026 up to the 30th day of May 2027, present one cheque to NBC Bank for payment of one post-dated cheque in the sum of TZS 10,000,000.00 (Tanzania Shillings Ten Million) Only issued by the defendant subject to the exception under clause (vi) herein below.

- (vi) That further, on 30th May 2027, the plaintiff shall present to NBC Bank for payment the last post-dated cheque issued by the defendant in the sum of TZS 14,613,947.20 (Tanzania Shillings Fourteen Million Six Hundred Thirteen Thousand Nine Hundred Forty-Seven and Twenty Cents) Only.
- (vii) That the defendant shall, at all times, keep the Bank Account No. 011103038747 National Bank of Commerce (NBC), held in the name of Tuxford Haulage Limited from which the payment will be made, liquid enough to clear the cheques as and when deposited/presented for payment.
- (viii) That the sum of TZS 114,613,947.20 (Tanzania Shillings One Hundred Fourteen Million Six Hundred Thirteen Thousand Nine Hundred Forty-Seven and Twenty Cents) Only shall constitute the full and final settlement amount payable to the Plaintiff, and the same shall be deemed to be in full satisfaction of all claims arising from the breach of the fuel supply contract at the instance of the defendant.
- (ix) Upon completion of the above payment, neither the plaintiff nor the defendant shall have any further claim, demand or cause of action

in the present, past or future against the defendant arising from or in connection with the disputed transaction or the contract.

(x) That by executing this Deed, the plaintiff hereby expressly waives and relinquishes all further claims for interest, general damages, loss of business, costs, or compensation arising from or in connection with the breach of the fuel supply agreement or any other matter related to such transactions.

(xi) That in the event of default by any party to observe or perform their obligations set out herein, or should any of the postdated cheques issued by the defendant either bounce or be dishonoured by the defendant's bank for any reason, the plaintiff shall be entitled to commence execution proceedings or take any lawful steps to enforce compliance with the terms of this Deed of Settlement and the consent decree of this Honourable Court derived therefrom.

(xii) This Deed of Settlement shall upon execution and presentation before the Court be recorded as a consent decree of the Court which shall be enforceable in accordance with the laws of the United Republic of Tanzania.

(xiii) That by execution of this Deed, the parties hereto waive all the costs of instituting, prosecuting, defending and any other costs whatsoever related to this suit.

In consequence, the deed of settlement filed by the parties shall constitute a decree of this Court capable of being executed.

I order each party to bear its own costs.

It is so ordered.

DATED at DAR ES SALAAM this 2nd day of July 2026.



H. A. KINYAKA

JUDGE

02/07/2026