

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

**COMMERCIAL CASE NO. 30864 OF 2025
BETWEEN**

**EAST AFRICA PACKAGING PRINTING
INDUSTRIES LIMITED.....PLAINTIFF
VERSUS
BAKE FOOD INTERNATIONAL LIMITED..... DEFENDANT**

CONSENT JUDGMENT

Date of last Order: 24/06/2026

Date of Judgement: 17/07/2026

LONGOPA, J.:

On 27th November 2025, the Plaintiff, a body corporate duly authorized to carry on the business of manufacturing and supplying of various products instituted a commercial case against the Defendant for judgment and decree on the following orders, namely that:



- i. A declaration that, the Defendant is in breach of Debt Settlement Agreement executed between the Plaintiff and the Defendant.*
- ii. An order for payment of an outstanding debt to the tune of Tanzania Shillings Two Hundred Thirty-Eight Million Two Hundred Ninety-One Thousand Five Hundred Sixty-One and Twenty-Four Cents (TZS. 238,291,561.24 /=-).*
- iii. An order for payment of commercial interest at the prevailing market rate of 9% per annum from the date of default until the date of judgment.*
- iv. An order for payment of decretal interest at the rate of 12% per annum from the date of judgment until the date of full settlement.*
- v. An order for general damages in the sum of Tanzania Shillings Fifty Million (TZS 50,000,000/=) for financial inconvenience, distress, and loss of business opportunity suffered by the Plaintiff.*



vi. An order directing the Defendant to bear the costs of this suit.

vii. Any further relief(s) this Honorable Court deems fit and just to grant the circumstances of this case.

The parties having undergone successful court annexed mediation, filed a Deed of Settlement of a Suit duly signed by the parties on 24 June 2026. The Plaintiff enjoyed the Legal services of Claudio Msando, learned advocate while the Defendant had the legal services of Ambroce Menance Nkwera, learned advocate for the Defendant.

This Court having perused a duly signed and filed settlement deed of a suit considering the provisions of Order VIII Rule 18(3), and Order XXIII Rule 3 of the Civil Procedure Code, Cap 33 R.E. 2023 and Rule 2(2) of the High Court (Commercial Division) Procedure Rules, 2012 as amended in 2019, it is of the settled view that the settlement deed is in good order. This Court is satisfied that terms of the deed of settlement sufficiently address all issues that were in dispute between the parties and the same warrants recording as a judgement and decree to be entered as per the terms of the deed of settlement. Accordingly, the deed of settlement is



recorded as consent judgment of the court, and it is hereby adopted and decreed as follows:

1. The Defendant admits to have breached the Debt Settlement Agreement and agrees that it is indebted to the Plaintiff to the sums of Tanzania Shillings Two Hundred Thirty-Eight Million Two Hundred Ninety-One Thousand Five Hundred Sixty-One and Twenty-Four Cents (**TZS. 238,291,561.00**) as on 24 June 2026.
2. That, the Defendant agrees to settle the decretal sums hereof, in the extent of Tanzania Shillings Two Hundred Thirty-Eight Million Two Hundred Ninety-One Thousand Five Hundred Sixty-One and Twenty-Four Cents (**TZS. 238,291,561.00**) for period of **26 consecutive months** and on conditions herein after stated.
3. That the Defendant shall pay the Plaintiff the amount owed in periodic installments as appearing below: -



REPAYMENT SCHEDULE

NUMBER OF INSTALMENT	MONTH	AMOUNT IN TZS
1	30/10/2026	5,000,000.00
2	30/11/2026	5,000, 000.00
3	30/12/2026	5,000,000.00
4	30/01/2027	5,000,000.00
5	28/02/2027	5,000,000.00
6	31/03/2027	10,000,000.00
7	30/04/2027	10,000,000.00
8	31/05/2027	10,000,000.00
9	30/06/2027	10,000,000.00
10	31/07/2027	10,000,000.00
11	30/08/2027	10,000,000.00
12	30/09/2027	10,000,000.00
13	30/10/2027	10,000,000.00
14	30/11/2027	10,000,000.00
15	30/12/2027	10,000,000.00



16	30/01/2028	10,000,000.00
17	28/01/2028	10,000,000.00
18	30/03/2028	10,000,000.00
19	30/04/2028	10,000,000.00
20	30/05/2028	10,000,000.00
21	30/06/2028	10,000,000.00
22	30/07/2028	10,000,000.00
23	30/08/2028	10,000,000.00
24	30/09/2028	10,000,000.00
25	30/10/2028	10,000,000.00
26	30/11/2028	13,291,561.00
TOTAL AMOUNT		239, 291, 561.00

4. Payments of the decretal sums payable in installments as stated above shall be paid/deposited in the Plaintiff's Bank Account details of which are stated below: -

Bank Name: CRDB Bank PLC

Account No.: 0150701179700



Account Name: EAST AFRICAN POLYBAG INDUSTRIES
LIMITED

Swift Code: CORUTZTZ

5. That Parties to this Suit agree without reservation that this Consent Judgment arose out of Settlement Deed made and executed by all Parties out of their free will and without any duress.
6. That, the Plaintiff and the Defendant shall maintain their business relationship, whereas the Plaintiff will continue to supply to the Defendants various goods and the Defendant shall purchase the goods on the market forces basis.
7. Each party in this Suit shall bear own cost of handling this case.

By this consent judgment, therefore, this court hereby declare that parties have resolved their dispute, and the suit is marked settled amicably by the agreement of the parties, as evidenced by the terms agreed under the duly signed and filed deed of settlement. For the reasons stated above, the deed of settlement signed by the parties and filed in this court constitutes



the judgment and decree of this court. Each party to bear its own costs of the suit.

It is so ordered.

DATED and **DELIVERED** at **DAR ES SALAAM** this 17th day of July 2026.



Longopa

E.E. LONGOPA

JUDGE

17th July, 2026.

Judgment by consent of the parties is delivered in presence of Mr. Claudio Msando, learned advocate for Plaintiff and Mr. Ambroce Menance Nkwera, learned advocate for the Defendant both appearing virtually.

Longopa

E.E. LONGOPA

JUDGE

17th July, 2026.

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