IN THE DISTRICT COURT OF HANDENI
AT HANDENI

CIVIL CASE NO. …… OF 2015

ELIHURUMA MICHAEL SENGASU…… ……
PLAINTIFF

-**VERSUS-**

DORA MALIMA MASINDE……
……DEFENDANT

PLAINT

1. That the Plaintiff is a natural male adult person, residing and working for gain as a business man at Handeni District Council and his address of service for the purposes of this suit shall be under the care of:-

PHILEMON RAULENCIO,
DIVINE CHAMBERS ADVOCATE,
TRANSIT HOTEL
ALONG DAR ES SALAAM/ARUSHA ROAD,
P.O. BOX 348,
KOROGWE- TANGA.

2. That the Defendant is a natural female adult person, residing and working for gain as a business woman at Chanika Handeni District Council. The address of the Defendant of service for the purposes of this suit shall be pointed out to the process server by the Plaintiff, alternatively is:-

DOROH MALIMA MASINDE
CHANIKA
HANDENI

3. That the Plaintiff's claims against the Defendant is for payment of Tshs. **5,300,000/=** (Tanzanian shillings five million three hundred thousand only) being principal sum for the debt owed to the defendant by the Plaintiff, payment of Tshs. **10,000,000**/= (Tanzanian shillings ten million only) being accrued expected profits from outstanding debt as from September, 2014 to 2015, payment of general damages for withholding the Plaintiff's business money and for causing embarrassments, disturbances and inconveniences to the Plaintiff plus accrued interests on the decretal sum, and the Defendant be ordered to pay costs of this suit to the Plaintiff.

4. That on **12th September, 2014,** the Defendant and the Plaintiff entered into a loan agreement of ***Tshs. 5,300,000/=*** for the consideration that Defendant will put as alien his Right of Occupancy of her house, however she neglected to provide that Right of Occupancy to the Plaintiff. *Annexed hereto and marked* ***Annexure*** *"****E-1****" is a copy of loan agreement dated 12th September, 2014, of which the Plaintiff craves leave to refer to as part of this plaint*.

5. That as to the terms of loan agreement the Defendant was duty bound to pay back the outstanding debt to the Plaintiff within 45 days from the date of the loan agreement which is on **27th October, 2014**.

6. That to the Plaintiff's dismay the Defendant failed to honour the contacted terms in the loan agreement and he has reluctantly ignored to pay back the debt to the Plaintiff.

7. That from the date of payment of the debt by defendant it is almost eleven months now, the Plaintiff has incurred loss of expected profits which could have accrued from the money withhold by Defendant, which the Plaintiff expected to accrue a total profit of **Tshs. 10,000,000/=** (Tanzanian shillings ten millions only) hence, the Plaintiff claims from the Defendant the averred accrued profit.

8. That due to long time withhold of the plaintiff money by the Defendant the Plaintiff's business has shaken and he is now in an economic distress.

9. That, as a result of the failure by the Defendant to pay to the Plaintiff the outstanding debt being a part of business capital, the Plaintiff has been laid to embarrassments, disturbances and inconveniences in his business, hence, the Plaintiff claims general damages from the Defendant.

10. That despite of several demands and expressions of intention to sue the Defendant, including issuing demand notice and intention to sue the Defendant for her obligations to pay the Plaintiff the outstanding debt of **Tshs. 5,300,000/=** plus accrued profits, the Defendant has neglected, refused and or ignored to pay heed to the Plaintiff's demands. *Annexed hereto and marked **Annexure** "**E-2**" is a copy of demand notice and notice of intention to sue issued to the Defendant, of which the Plaintiff craves leave to refer to as part of this plaint*.

11. That the cause of action accrued in Handeni District and the principal amount claimed is **Tshs. 5,300,000/=** which is well within the jurisdiction of this court, therefore this Honourable Court is well clothed with both pecuniary and territorial jurisdiction to entertain this suit.

WHEREFORE, the Plaintiff prays for judgment and Decree against the Defendant as follows:-

i. The declaratory decree that the Defendant has breached the loan agreement.

ii. Payment of Tshs. **5,300,000/=** (Tanzanian five million and three hundred thousand only) being a principal sum of the outstanding debt.

iii. Payment of Tshs. **10,000,000**/= (Tanzanian shillings ten million only) being accrued profits for withholding the Plaintiff's business money as from, October, 2014 to date.

iv. Payment of general damages for withholding the Plaintiff's business money and for causing embarrassments, disturbances and inconveniences to the Plaintiff.

v. Payment of interest on the decretal amount at court rate from the date of decree to the date of full payment.

vi. Costs of this suit.

vii. Any other reliefs this Honorable Court shall deem fair and just to grant.

Dated at Korogwe this……day of…… 2015

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PLAINTIFF

VERIFICATION

I, **ELIHURUMA MICHAEL SENGASU,** being the Plaintiff above verify that all what is stated in paragraphs 1, 2, 3, 4, 5, 6, 7, 8,9 and 10 are true to the best of my own knowledge, save to what is stated in part of paragraph 11 is from the advice of my advocate, which advice I verily believe to be true.

Verified at Korogwe this……day of…… 2015

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ELIHURUMA MICHAEL SENGASU

Presented for filing at Handeni this……day of…… 2015

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COURT CLERK

DRAWN AND FILED BY:-
PHILEMON RAULENCIO
DIVINE CHAMBERS ADVOCATES,
TRANSIT HOTEL, GROUND FLOOR,
ALONG DAR ES SALAAM/ARUSHA ROAD,
P.O. BOX 348,
KOROGWE,
TANGA

Copies to be served upon:-
DOROH MALIMA MASINDE
CHANIKA
HANDENI.