

IN THE DISTRICT COURT OF KINONDONI

AT KINONDONI

CIVIL CASE NO. 113 OF 2015

BETWEEN

KHADIJA JARUFU THABIT PLAINTIFF

VERSUS

JACKSON KABILIGIDEFENDANT

J U D G M E N T

The Plaintiff filed a plaint in this Court against the defendant for breach of contract as he failed to execute the terms and conditions of the contract. He prays before this Court for the declaratory order that the defendant.

Is on breach of contract permanent injunction against the defendant from producing and selling a film or movie known as "WAPE SALAM ZAO", specific damages of eight millions (8,000,000/=) Tshs. general damages, interest on the claimed specific damages of eight million (8,000,000/=) Tsh at the rate of 31% interests of general damages at the rate of 31% costs of the suit, any other memedy proper to grant.



The defendant Jackson Kabiligi was served with summons but did not appear in Court.

Advocate Ashiru who is representing the plaintiff prayed for an *exparte* hearing to proceed. The Court granted such prayer and hearing started by calling PWI.

The PWI known as **KHADIJA YUSUFU JARUFU** Mrangi testified before this honourable Court, that, she entered into the businesses contract with the defendant to distribute film or movies together. Also, witnesses testified before this honourable Court that plaintiff had no loan and he agreed with him to give a loan for the businesses. She told this court that she gave a loan of 1,500,000/= Tshs. Also she bought a script or story which costed 1 million Tshs. She testified that, she bought scripts from Ndano Said Kabwe. She tendered an agreement to the Court which admitted as exhibit "A". They did the film and finish it and agreeded the share to be 50% to each. Such agreement tendered in Court and the Court admitted it as exhibit "B".

They went together to **COSOTA** to register the work. After that, the defendant went further to be given sticker to sell the work/movies, but **COSOTA** refused as the work was registered under the name of plaintiff. And therefore were called by **COSOTA** director to talk on that, and the defendant said he was not ready to distribute the work due to inadequate budget.

He gave a sum of 500,000/Tsh. After distribution and I was not sure, and therefore the plaintiff demanded to be given her share. They signed an agreement that the defendant will give the Plaintiff 8,000,000/= Tshs and the work changed from Plaintiff name to the name of defendant. They agreed to pay such amount in 3 instalments of 3 million, 3 million and 2 million each week within 3 weeks, but nothing paid to the plaintiff account.

They went again to **COSOTA** and entered another contract and the Plaintiff requested more time to pay and she tendered that document which admitted by the Court as exhibit "C" but also no money paid to the plaintiff account.

The plaintiff reported such situation to the **COSOTA** Director who issued a letter to the plaintiff to file the matter to Court.

PW2 know as Dorine Antony who is **CEO** of **COSOTA** testified before this Court that, she knows the parties as were in conflicts and were members of **COSOTA**. She said, Khadija complains against Jackson that, he failed to pay plaintiff an amount of money as agreed in the contract for exchange and selling of a film/movie known as "**WAPE SALAM ZAO**". They agreed on certain terms in the contract and she continued to testify that she news exhibit "B".

At first time, defendant failed to execute an agreement and they called him for the second time under which the defendant promised to fulfill an agreement. She said they had two contracts,

and she advised the plaintiff to file a case to Court. She continued to testify that until when the Court was hearing the proceeding she believed that no money was paid to the Plaintiff.

That is all about plaintiff case.

The Court after analyzing those Plaintiffs came with the following issue(s).

1. Whether plaintiff is entitled for the damages and compensations.

It is true within the eye of the Court that the Plaintiff had fulfilled her duty by filing a plaint to institute a case as required under 0.IV Rule 1 and 2 of Civil Procedure Code, and the defendant was required to file his Written Statement of defence within 21 days as required under 0.VIII Rule 1 Sub Rule 2 of the Civil Procedure Code.


The failure for the defendant to file his written statement of defence attracts the Court to pronounce judgment against him as provided Under 0.VIII rule 14 sub rule 1 and 2(b) of Civil Procedure Code.

Therefore, it is from those analysis and reasons, the Court satisfied with the arguments and prayers of the Plaintiff and order as follows:-

The defendant is ordered to pay eight millions (8,000,000/=) Tsh to the plaintiff as a specific damage for he breach of contract, to stop from producing and selling of firm or movie known as **"WAPE SALIM ZAO"** until when he will pay the full amount of Eight Million (8,000,000/=) Tshs. to submit all documents authorizing and identifying him and all accounts in relation to transactions on the production and selling of **"WAPE SALAM ZAO"** movie to **COSOTA** from the date the movie was produced and sold to the date of this judgment and to pay 50% of the profit obtained from producing and selling a film or movie to the plaintiff from the date the parties entered into the contract to the date on which the Court pronounce this judgment.

Sgd: Kiliwa – RM

14/6/2016

RESIDENT MAGISTRATES COURT
DAR-ES-SALAAM
I HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF ORIGINAL
DATE: 10/8/2016 
RESIDENT MAGISTRATES KINONDONI