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

COMMERCIAL CASE NO. 5152 OF 2025

VIGOR INTERNATIONAL COMPANY LIMITED ..... PLAINTIFF

VERSUS

WILMAR TANZANIA LIMITED ..... DEFENDANT

JUDGMENT

19/06/2026 & 31/07/2026

KINYAKA, J.:

The plaintiff, Vigor International Company Limited, instituted the present suit against Wilmar Tanzania Limited claiming that the defendant unlawfully used the plaintiff's trade name, **"TURKY COMPANY LIMITED"**, on the packaging of bathing soaps sold under the brand name "GIV". The plaintiff alleges that such use amounted to passing off and false representation because the labels on the soap portrayed Turky Company Limited of P.O. Box 271, Zanzibar, as the registered trademark user or manufacturer of the product, although the plaintiff had never authorized, licensed or consented to the use of its name.

The background of the suit, as gathered from the plaint, is that the plaintiff is a company incorporated in Zanzibar and carries on business under the trade name TURKY COMPANY LIMITED. It maintains that the Turky business has existed since the 1980s and has developed goodwill and reputation through business activities in hospitality, health care, energy, manufacturing, general merchandise, construction, aviation, maritime and logistics services, financial services and other sectors. It further relies on corporate records, its corporate profile and certificates of appreciation to demonstrate its standing and reputation.

According to the plaintiff, it became aware in 2024 that soaps bearing the name and address of TURKY COMPANY LIMITED were circulating in the market. It contends that the defendant manufactured and/or distributed GIV and AYU soaps bearing that name without authority. The plaintiff asserts that the use of its name exposed it to reputational injury, consumer confusion and possible liability for the quality, safety and conduct of products over which it had no control.

The plaintiff further alleges that it demanded that the defendant cease the alleged unauthorized use and compensate her. Correspondence was exchanged and representatives of the defendant allegedly attended meetings in Zanzibar. The plaintiff's position is that despite requesting

time to address the complaint, the defendant neither removed the plaintiff's name from the products nor settled the claim.

Consequently, the plaintiff prayed for judgment and decree for the following orders

(i) An order for defendant to cease unauthorized publishing plaintiff's trade name on their merchandise (passing off);

(ii) An order for defendant to remove all infringing goods from the market and destroy them instantly;

(iii) An order for payment of general damages in a tune of Tanzania Shilling Two Billion only or (2,000,000,000) being compensation to an increased risk that the plaintiff' has been exposed to as a result of the passing off;

(iv) Costs of this suit; and

(v) Any other relief(s) this Honourable Court may deem fit to grant.

In its written statement of defence, the defendant denied manufacturing or distributing GIV soap or using the plaintiff's trade name since its amalgamation in 2021, denied any licensing or royalty arrangement and contended that the plaintiff's claim was unsupported and aimed at unjust enrichment.

At the final pre-trial conference, the Court framed the following issues:

1. Whether there was infringement of tradename TURKEY COMPANY LIMITED by the defendant;
2. If the first issue is answered in the affirmative, whether the plaintiff suffered financial loss from the defendant's infringement; and
3. What reliefs are the parties entitled to.

The plaintiff's case commenced with PW1, Abdulla Salim Turky, the Chief Executive Officer of the plaintiff and the Turky Group of Companies. His witness statement dated 11th May 2026 was admitted in evidence as **Exhibit P1**. He testified that the plaintiff operates a group of companies in several sectors, including cement production, hospitality, diesel and engine services, fast ferry transport and other business activities.

PW1 stated that the plaintiff's business traces its history to a family enterprise established in the 1980s and that TURKY COMPANY LIMITED is a registered trade name associated with the plaintiff. He maintained that the name had acquired goodwill and reputation among consumers and business partners. According to him, the defendant used the name TURKY COMPANY LIMITED and the plaintiff's Zanzibar postal address on GIV soap packaging without consent, thereby giving the impression that the soap was manufactured or authorized by the plaintiff.

He testified that the plaintiff discovered the alleged use after one of its trading companies conducted market research in preparation for entering the bar-soap business. The research revealed GIV and AYU soaps in the market bearing the plaintiff's trade name. PW1 stated that follow-up inquiries led to the defendant. He further testified that the defendant initially denied responsibility and referred the plaintiff to another party known as Zakaria, who in turn attributed responsibility to the defendant. The plaintiff thereafter issued formal correspondence.

PW1 maintained that representatives of the defendant later visited the plaintiff's offices in Zanzibar after being informed that legal action would be taken. He claimed that there were discussions concerning settlement and that the defendant at one point proposed payment of TZS 700,000,000 while the plaintiff would receive TZS 300,000,000, and the rest be retained by his lawyer. The plaintiff conceded that he had produced no documentary proof of that alleged proposal.

In cross-examination, PW1 acknowledged that the plaintiff was registered in Zanzibar in 2013 and explained that the reference to forty years related to the earlier family business. He also acknowledged that the photograph annexed to the plaint did not expressly identify Wilmar Tanzania Limited as the manufacturer of GIV soap. He stated that the second plaintiff

witness would provide the supporting documentary evidence. PW1 further conceded that he had not tendered emails, minutes or a board resolution proving the alleged meetings with the defendant, nor documentary proof of the alleged settlement proposal. He nevertheless maintained that the product packaging displayed the name and address of TURKY COMPANY LIMITED without the plaintiff's consent.

In re-examination, PW1 explained that the plaintiff discovered the products through Zenj General Merchandise, a company involved in distribution of goods. He reiterated that the plaintiff traced the products to the defendant after inquiries and thereafter formally wrote to the defendant. He maintained that the cause of action was the unauthorized use of the plaintiff's trade name and address on the soap packaging.

PW2, Sinsi Natus Mwasi, testified that she was an advocate of the High Court of Zanzibar, the plaintiff's in-house counsel and Head of its Legal Department. Her witness statement dated 11th May 2026 was admitted in evidence as **Exhibit P2**. She stated that she was responsible for advising the plaintiff, protecting its intellectual property and trade names, supervising legal work and handling correspondence and negotiations arising from the dispute.

PW2 testified that the plaintiff was duly incorporated in Zanzibar and that TURKY COMPANY LIMITED was one of its registered trade names. She also stated that the plaintiff obtained a Certificate of Compliance **Exhibit P3** permitting it to operate in Mainland Tanzania. In support of the plaintiff's reputation, she relied on Tax Identification Number (Certificate) **Exhibit P4**, Certificate of Appreciation from the Ministry of Youth, Culture, Arts and Sports of Zanzibar **Exhibit P5**, Certificate of Appreciation from PBZ **Exhibit P6**, Plaintiff's Corporate Profile **Exhibit P7**, Plaintiff's demand letter **Exhibit P8**, Defendant's letter dated 29th October 2024 **Exhibit P9**,Plaintiff's Board resolution **Exhibit P10**, and a piece of box showing a photograph of GIV soap **Exhibit P11**.

On the alleged passing off, PW2 stated that GIV and AYU soaps were found in the market bearing the name TURKY COMPANY LIMITED and the plaintiff's Zanzibar address. She maintained that the defendant had not been authorized to use that name. She relied particularly on the plaintiff's demand letter and the defendant's response dated 29th October 2024, which, in her view, did not deny the allegations but requested time to investigate and expressed willingness to resolve the matter amicably.

PW2 further testified that representatives of the defendant came to Zanzibar to discuss the dispute after communications had already taken

place. She stated that the plaintiff's board passed a resolution authorizing institution of the suit. She also identified a piece of GIV soap packaging bearing the words "TURKY COMPANY LIMITED", P.O. Box 271, Zanzibar, and the words "Regd. Trademark User".

In cross-examination, PW2 conceded that Exhibit P11 did not bear the name Wilmar Tanzania Limited. She also acknowledged differences in manufacturing dates between the packaging annexed to the plaint and Exhibit P11. She stated, however, that the differences merely showed that the products were manufactured in different batches. She maintained that the defendant's website and communications with its lawyer linked the defendant to GIV and AYU soaps, although no website extract was tendered. She further acknowledged that the plaintiff obtained its Mainland Tanzania Certificate of Compliance on 7th November 2024, whereas one of the packages relied upon bore an earlier manufacturing date.

PW2 also acknowledged that the plaint stated that the plaintiff became aware of the alleged misrepresentation in September 2024, while she personally recalled the matter being brought to the legal department earlier, around April 2024. She stated that the pleadings should prevail. She conceded that no distributor or customer was called to testify about

confusion in the market, but maintained that the plaintiff relied on documentary evidence, particularly the parties' correspondence and the packaging.

In re-examination, PW2 reiterated that the difference in manufacturing dates did not affect the complaint, which concerned the continued use of the plaintiff's trade name. She maintained that the defendant never expressly denied the allegations in its correspondence, instead requested an extension of time indicating that it was addressing the plaintiff's concerns. According to her, that conduct supported the plaintiff's case that the defendant was responsible for the products. That marked the end of the Plaintiffs case

The defendant called one witness, Catherine Mwatonoka, a former Legal Officer of Wilmar Tanzania Limited. Her witness statement dated 12th May 2026 was admitted in evidence as **Exhibit D1**. She testified that during her employment, she served as a principal officer and Assistant to the Head of Legal. Her responsibilities included handling legal matters, responding to customers' legal queries, ensuring regulatory compliance and assisting the company in contracts and transactions.

DW1 stated that the defendant was engaged in the manufacture and sale of food products and in offering agricultural advice, but had never

engaged in the production of GIV Beauty Soap or related products. She denied that the defendant had ever manufactured GIV Beauty Soap or used the plaintiff's trade name, TURKY COMPANY LIMITED.

She testified that the defendant received correspondence from the plaintiff accusing it of infringing intellectual property rights in relation to GIV and AYU products. Upon receipt of the plaintiff's demand letter dated 7th October 2024, the defendant requested thirty days to conduct detailed investigations because it was confident that it had neither manufactured GIV or AYU soap nor used the plaintiff's registered name.

According to DW1, after the expiry of the thirty days period and completion of the internal investigation, the defendant found no merit in the plaintiff's allegations. She maintained that the defendant had not violated the plaintiff's rights or any applicable intellectual property law.

DW1 further stated that the trade name relied upon by the plaintiff was registered in Zanzibar and that the plaintiff had not shown that it was registered in Mainland Tanzania at the time of the alleged manufacture. She pointed out that the plaintiff's Certificate of Compliance was dated 7th November 2024, while the product shown in Annexure 01 to the plaint was allegedly manufactured in August 2023. She therefore maintained

that the plaintiff could not establish infringement in Mainland Tanzania in respect of an earlier product.

She also challenged the plaintiff's claim for damages, stating that the plaintiff had not shown how it suffered loss. She relied on the fact that the plaintiff was registered in Zanzibar in 2013 and in Mainland Tanzania in November 2024, which, in her view, undermined the claim that the plaintiff's business had existed continuously since 1980. She further pointed to the difference between the amount claimed in the demand letter and the amount claimed in the suit.

In cross-examination, DW1 confirmed that she was not the Head of the Legal Department but served as Assistant to the Head of Legal. She acknowledged that there were meetings attended by the Head of Legal which she did not attend. She nevertheless maintained that her duties extended beyond pure legal work and included involvement in financial, procurement and labour-related matters.

DW1 admitted that she had no professional expertise in procurement, marketing, finance or sales. She also admitted that she was not directly involved in the manufacture, marketing or distribution of the defendant's products. She maintained, however, that products intended for the market had to pass through the Legal Department for licensing and regulatory

compliance, including applications to the Tanzania Bureau of Standards and the Business Registrations and Licensing Agency.

She stated that she knew the products manufactured by the defendant because she occasionally visited the factory and the Legal Department was involved in regulatory approvals. She nevertheless admitted that she did not visit the factory every day and that products could be manufactured when she was not present. She further acknowledged that one of the products manufactured by the defendant was soap.

When referred to the defendant's letter admitted as Exhibit P9, DW1 stated that the letter did not expressly admit or deny the allegations. She explained that the defendant requested thirty days to investigate the complaint because of management changes. She admitted that the defendant promised to give a comprehensive response but never issued that response.

DW1 further admitted that the defendant's letter did not expressly deny manufacturing GIV soap. When asked why the defendant did not simply state that it did not manufacture the product, she maintained that the company required time to investigate the allegations. She also accepted that she might not have known everything occurring within the company

and that she had not attended any management meeting concerning a change in the names of products manufactured by the defendant.

In re-examination, DW1 reiterated that the defendant's letter dated 29th October 2024 was a response to the plaintiff's letter dated 7th October 2024. She stated that the defendant requested thirty days because the allegations concerned the production of GIV and AYU soap and the alleged use of the name TURKY COMPANY LIMITED, and the company had undergone several management changes.

She further stated that the defendant's website showed production of detergents known as FOMA. Upon being referred to Exhibit D1, she clarified that her evidence was that the defendant had never manufactured GIV soap and had never used the trade name TURKY COMPANY LIMITED. And that marked the end of the defence evidence.

At this juncture, I am enjoined to determine whether the plaintiff's claims in the present suit are merited. In the course of determining the dispute, I will determine the issues as agreed during the Final Pre-Trial Settlement and Scheduling Conference.

The first issue is whether there was infringement of tradename TURKEY COMPANY LIMITED by the defendant.

I should point out that in the pleadings, the plaintiff claims in paragraph 3 of the plaint for payment of TZS 2,000,000,000 being damages to the plaintiff's reputation and goodwill as a result of false representation committed by defendant through her brand-named GIV soap manufactured and distributed by defendant, bearing publication indicating that the said product is being manufactured by the plaintiff. In paragraph 4 of the plaint, the plaintiff further alleged that she became aware of gross false representation committed by defendant by unlawfully associating his soap products with the plaintiff's trade name in September 2024. Consequently, the plaintiff prayed for, among other reliefs, an order for the defendant to cease unauthorized publishing of plaintiff's trade name on their merchandise - passing off, as well as an order for the defendant to remove all infringing goods from the market and destroy them instantly.

Since the cause of action revolves around passing off as well as infringement of the plaintiff's trade name 'TURKY COMPANY LIMITED' whose owner allegedly enjoys registration in Tanzania Mainland, I will determine the present suit based on the evidence by the parties attempting to prove and disprove the suit on the two concepts of passing off and infringement.

In its ordinary meaning, passing off is a common-law tort used to protect the goodwill and reputation of a business from unfair competition. It ordinarily requires the plaintiff to prove three elements which are goodwill**,** misrepresentation, and damage. In the context of the present dispute, infringement of a tradename refers to violation, breach, or unauthorized use of a registered tradename. In law, an action for passing off does not require registration of a tradename. If a claimant intends to sue for a registered tradename, he will likely sue for infringement and not a passing off. Apparently, an action for passing off is an action founded in tort as opposed to an action for infringement which depend on registration of a tradename.

In a book authored by **Marcus Aselm, Alasdair Bleakley and Kerry Watson (1999), Intellectual Property and Media Law Companion, Blackston Press Limited**, at page 100, the authors amplify passing off in the following words:

> *"Passing off is concerned with the protection of the goodwill in a business and/or product and/or service. The principal aim of bringing an action in passing off is to prevent one person benefiting from the goodwill inherent in the business, product or service of another. Goodwill is a feature of a product making the customer prefer that product to others in the same*

market. In other words, goodwill is something that distinguishes the owner's goods from those of its competitors. It can therefore take many forms including words, designs, and the shape of goods. ***Strictly speaking, passing off is not an intellectual property right but a tort. It is an action that accrues when a person commits a civil wrong ie: 'passes off' the business, goods or services of another as his own****."* [Emphasis added].

I will begin with whether there was infringement of tradename TURKEY COMPANY LIMITED by the defendant.

As above held, infringement is based on a registered business, goods or services. The evidence of PW1 and PW2 as well as Exhibit P4 - taxpayer's identification number, Exhibit P5 - certificate of appreciation by the Ministry of Youth, Culture, Arts and Sports, Exhibit P6 certificate of recognition of sponsorship by PBZ Premier League, and Exhibit P7 - the plaintiff's corporate profile, substantiate the plaintiff's business activities and operations since 1980. A certificate of compliance evidencing existence of the plaintiff in Mainland Tanzania was admitted in evidence as Exhibit P3.

In terms of the trade name TURKY COMPANY LIMITED, the evidence of PW1 and PW2 is to the effect that the plaintiff owns and has been trading in the tradename in Tanzania Mainland where she obtained certificate of

compliance upon her first registration in Zanzibar in 2013. In the plaint, the plaintiff averred that she became aware of the defendant's misrepresentation in September 2024. Similarly, PW2 testified that the plaintiff became aware of the alleged misrepresentation in September 2024, but he personally recalled the matter being brought to the legal department around April 2024.

From the plaintiff's plaint, PW2's evidence and Exhibit P3, it is established that the presence of the plaintiff in Mainland Tanzania where the alleged defendant's infringement has been committed, commenced on 7th November 2024. This was the date when plaintiff obtained the certificate of compliance. As such, it is clear that the presence of the plaintiff in Mainland Tanzania came after the alleged *infringement* of the tradename TURKY COMPANY LIMITED which was found around April 2024 and/or September 2024. There has been no evidence adduced to this Court of the registration of TURKY COMPANY LIMITED in Tanzania Mainland.

It follows that the plaintiff's claim against the defendant for infringement of the plaintiff's tradename TURKY COMPANY LIMITED in Mainland Tanzania is not maintainable since at the time of the alleged infringement, the plaintiff was not registered and so existing under the register of

companies and the register of tradenames in the name of TURKY COMPANY LIMITED.

With regards to whether the defendant passed off the plaintiff's tradename TURKY COMPANY LIMITED, it was required of the plaintiff to establish goodwill of the tradename TURKY COMPANY LIMITED in the market; misrepresentation by the defendant; and damage occasioned by the defendant to the plaintiff.

I will begin with the element of goodwill.

In order to prove goodwill, the plaintiff ought to have established that the trade name TURKY COMPANY LIMITED has built up a clear reputation and customer base in the market in Mainland Tanzania, where the defendant alleged to have passed off the trademark TURKY COMPANY LIMITED.

PW1 testified that over more than four decades the plaintiff has built substantial goodwill and reputation of the tradename "TURKY" in Tanzania Mainland, Tanzania Zanzibar, and Union of Comoro. Further, PW2 testified that the plaintiff's goodwill and reputation extend beyond her commercial activities where she was awarded certificates admitted as Exhibits P5 and P6 in Zanzibar. Apart from the aforesaid oral evidence of PW1 and PW2, I have not found any other evidence substantiating goodwill and

reputation of the tradename TURKY COMPANY LIMITED in Mainland Tanzania.

Notably, Exhibit P7 establish registration of the plaintiff in Mainland Tanzania on 7th November 2024 prior to the alleged defendant's passing off. Again, Exhibits P5 and P6 substantiate recognition of the plaintiff's support to the activities of the Ministry of Youth, Culture, Arts and Sports, and PBZ Premier League in Zanzibar. The corporate profile admitted in evidence as Exhibit P7 highlights the plaintiff's various activities in different places including Tanzania Mainland through various names. Eventually, while Exhibits P5 and P6 have nothing to do with Tanzania Mainland, Exhibit P7 has not established the plaintiff's actual establishment of her goodwill and reputation of the tradename TURKY COMPANY LIMITED in Mainland Tanzania.

From the above analysis, I hold that the element of goodwill has not been substantiated by the plaintiff.

I now turn to misrepresentation.

It has been averred and testified by PW1 and PW2 together with Exhibit P11 that the defendant distributed in the market GIV and AYU soaps using the tradename TURKY COMPANY LIMITED belonging to the plaintiff. Indeed, Exhibit P11 evidences distribution of new GIV beauty soap in the

marked. Vividly, it contains the tradename TURKY COMPANY LIMITED. However, DW1 testified that the defendant had never manufactured GIV soap but in her website, she is shown to be manufacturing FOMA soap. In totality, the defendant denies having used the tradename TURKY COMPANY LIMITED.

To prove that the defendant manufactured and distributed in the market GIV and AYU soaps, the plaintiff relied on the evidence of PW1 and PW2 as well as Exhibits P8 and P9, the parties' correspondence on the present dispute. Exhibit P8 is the plaintiff's letter dated 2nd November 2024 responding to the defendant's request for extension of time of thirty days dated 29th October 2024 admitted in evidence as Exhibit P9. It is through Exhibit P9 that the plaintiff relies to claim the defendant's admission of passed off the plaintiff's tradename TURKY COMPANY LIMITED. The relevant part in Exhibit P9 relied upon by the plaintiff states:

> *"We have reviewed the matters outlined in items 1 to 3. As mentioned in our prior communications, recent internal management changes have presented challenges in establishing a clear foundation for these demands with our executive management, particularly as we do not have any records on this specific arrangement.*
>
> *Despite this roadblock, we remain committed to resolving this matter amicably and are actively working to address the*

concerns raised. To ensure a thorough and constructive response, we kindly request an extension of 30 days from the date of this letter. This additional time will enable us develop a way forward that we believe will serve the interests of both parties.

We appreciate your understanding and look forward to providing a comprehensive response within this requested timeline."

In her evidence, DW1 testified that they did not provide a comprehensive response after lapse of the requested period, as upon internal investigation, the defendant found no merit in the plaintiff's allegations.

It is my considered position that Exhibit P9 does not contain admission by the defendant of passing off the defendant's tradename TURKY COMPANY LIMITED. It does not prove that it is the defendant who manufactured and distributed in the market GIV soap whose extract has been produced in Court as Exhibit P11. The plaintiff ought to have adduced evidence on balance of probability that Exhibit P11 was manufactured and distributed by the defendant. On the contrary, Exhibit P9 shows that the GIV soap was a registered trademark user of TURKY COMPANY LIMITED of Postal Office Box No. 271, Zanzibar Tanzania.

The position of law applicable in civil cases is that who alleges must prove. This being a civil case, it was the duty of the plaintiff to prove, on

preponderance of probability that it is the defendant who manufactured and distributed GIV soap using her tradename TURKY COMPANY LIMITED [See section 3(2)(b), section 117 and 118 of the Evidence Act, Cap. 6 R.E. 2023].

The standard of proof on balance of probability simply means that courts will sustain such evidence which is heavier and more credible than the other on a particular fact to be proved. [See **Braison Mpinge vs. Registered Trustees of Roman Catholic Iringa Diocese (Ng'ingula Parish)** (Civil Appeal No. 297 of 2023) [2025] TZCA 290 (26th March 2025), Anthony Masanga vs. Panina Mama Ngesi and Another (Civil Appeal No. 118 of 2014) [2015] TZCA 556 (18th March 2015), and **Hamza Byarushengo vs. Fulgence Manya & 4 others**, Civil Appeal No. 33 of 2017.

For instance, in **Mary Agnes Mpelumber vs. Shekha Nesser Hamud** (Civil Appeal No. 136 of 2021) [2022] TZCA 3035 (8th July 2022), the Court of Appeal held that:

> *(i) The burden of proof lies in the party who alleges, as provided under section 110 of the Evidence Act, Cap. 6 R.E. 2022, and in civil cases, the standard of proof is based on the preponderance of probabilities.*

(ii) The burden of proof never shifts to the adverse party until the party on whom the onus lies discharges his burden and that the burden of proof is not diluted on account of the weakness of the opposite party's case.

From the evidence on record, the plaintiff failed to meet the standard of proof required in civil cases. She failed to discharge her burden of proof that the defendant manufactured and distributed Exhibit P11 containing her tradename TURKY COMPANY LIMITED and thus misrepresented to the general public that the GIV or AYU soap is manufactured by the plaintiff through her tradename TURKY COMPANY LIMITED.

Again, I hold that the plaintiff failed to substantiate the second element of misrepresentation.

Since the plaintiff has failed to prove goodwill and misrepresentation as elements of passing off, there cannot be a valid claim for damage to the plaintiff. I hold that if the plaintiff sustained any damage arising from the manufacturing and distribution of the GIV or AYU soap using her tradename TURKY COMPANY LIMITED, the damage cannot be attributed to the defendant's acts or omissions.

In view of the above findings, I resolve the first issue in the negative that the evidence on record disproves the plaintiff's claim that it is the

defendant who infringed the plaintiff's tradename TURKY COMPANY LIMITED.

The second issue depends on the affirmative resolution of the first issue, that is if the first issue is answered in the affirmative, whether the plaintiff suffered financial loss from the defendant's infringement.

Considering that the first issue has been resolved in the negative, I find no need to dwell into to the second issue. I hold that the plaintiff would not suffer loss occasioned by the defendant since the plaintiff failed to prove that the defendant passed off or infringed her trademark TURKY COMPANY LIMITED.

The third and last issue is the reliefs the parties are entitled.

My determination of the first and seconds issues in the negative, leads to a conclusion that the plaintiff is not entitled to reliefs she prayed for. Consequently, I dismiss the plaintiff's suit with costs.

It is so ordered.

Right of appeal to the Court of Appeal fully explained.

DATED at **DAR ES SALAAM** this 31st day of July 2026.



H. A. KINYAKA

JUDGE

31/07/2026