

<p>In the Court of Appeal of Tanzania at Dar es Salaam Civil Appeal No 30 of 2006</p>	<p>1.. UNIAFRICO LIMITED  2..KARIM KAMJI  3..MINAR KANJI  Vs  EXIM BANK (T) Limited Appeal from the judgement of the High Court of Tanzania, Commercial Division at Dar es Salaam by Dr. Bwangi J.</p>	<p>Requirement of the provisions of order XX Rule 7 of the Civil procedure code, 1966 prescribing that the decree shall bear the date which the judgement was pronounced.  Case of (i) Ami (Tanzania) Ltd Vs. Ottu on behalf of P.L Assenga and 106 others, Civil Application No 76 of 2002 (unreported)  2. M/S Majembe Auction Mart Vs. Charles Kaberuka, Civil Appeal No 110 of 2005 (unreported)  3. Mkama Pastory Vs. Tanzania Revenue Authority, civil Appeal No 95 of 2006.  Principles relating to a decree section 28 of the Civil procedure code.</p>
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**IN THE COURT OF APPEAL OF TANZANIA  
AT DAR ES SALAAM**

**CIVIL APPEAL NO. 30 OF 2006**

**BETWEEN**

- 1. UNIAFRICO LIMITED**
- 2. KARIM KANJI**
- 3. MINAZ KANJI**



.....**APPELLANTS**

**VERSUS**

**EXIM BANK (T) LTD.....RESPONDENT**

(Appeal from the decision of the High Court of Tanzania (Commercial Division) at Dar es Salaam (Hon. Dr. Bwana, J.) dated 7<sup>th</sup> October, 2005 in Commercial Case No. 60 of 2004)

**DRAWN ORDER**

**Before: Msoffe, J. A., Kileo, J. A. and Kimaro, J. A.**

Aggrieved by the decision of the High Court of Tanzania (Commercial Division at Dar es Salaam (Hon. Dr. Bwana, J.) dated 7<sup>th</sup> October, 2005 in Commercial Case No. 60 of 2004, the Appellant lodged an appeal on the following grounds namely.

1. The learned Trial judge erred in law and fact by holding that demand notices to pay were issued to 2<sup>nd</sup> and 3<sup>rd</sup> Appellant in their individual capacities as guarantors of the 1<sup>st</sup> Appellant without evidence to that effect.
2. The learned Trial Judge erred in law and fact by holding that the 2<sup>nd</sup> and 3<sup>rd</sup> Appellant were jointly liable to pay the decretal amount while no cause of action existed at the time the suit was filed.
3. The learned Trial Judge erred in law and fact in holding that the Respondent had proved its case simply based on exhibit P.5 without further proof that the 1<sup>st</sup> Appellant had actually taken the money.
4. It is proposed to ask this Honourable Court orders that the whole judgment be set aside, the judgment as against the 2<sup>nd</sup> and 3<sup>rd</sup> Appellants set aside, the Respondent be ordered to pay costs.

The appeal coming for hearing this 2<sup>nd</sup> day of November 2007, before Msoffe, J.A, Kileo J.A and Kimaro, J.A in the presence of Mr. Marando learned Counsel for the Appellants, and Mr. Mwandambo learned Counsel for the Respondent when the appeal was stood over for ruling on preliminary objection raised by the Counsel for the Respondent in that the appeal is incompetent as it is accompanied by a defective decree and this appeal coming for ruling this 26<sup>th</sup> day of November 2007.

**THIS COURT DOTH HEREBY ORDER THAT:**

The preliminary objection is sustained and the appeal is struck out with Costs.

**GIVEN** under my hand and seal of the Court this .... day of....2007.

S.M. RUMANYIKA  
**DEPUTY REGISTRAR**