



**IN THE SUPREME COURT OF SWAZILAND**

Civil Appeal Case No.48/2012

In the matter between

**T.T. GLOBAL INVESTMENTS (PTY) LTD**

**Appellant**

and

**SWAZILAND REVENUE AUTHORITY**

**Respondent**

**Neutral citation:** *T.T. Global Investments (PTY)LTD v Swaziland Revenue Authority (48/2012) [2012] SZSC 76 (30 November 2012)*

**Coram:** MOORE JA, DR. TWUM JA and OTA JA

**Heard:** 20 November 2012

**Delivered:** 30 November 2012

**DEED OF SETTLEMENT**

[1] Upon this appeal coming on for hearing on 20<sup>th</sup> November 2012, counsel for the parties applied to the court for leave to attempt a settlement of the appeal.

- [2] On 21<sup>st</sup> November 2012, counsel for the parties met the court in chambers (S.A. Moore JA) with a settlement agreement executed by the parties or their representatives and witnesses.
- [3] Ex facie, there was no order as to costs included in the terms of settlement. Counsel confirmed to the court that they were unable to agree to terms of costs and left that to the discretion of the Court.
- [4] It is clear from the agreement that the appellant has withdrawn the appeal and bound itself irrevocably to pay to the respondent the sum of E1 837, 917.35, being the amount the payment for which the respondent exercised a lien on the motor vehicles belonging to Nagra Motors (Pty) Ltd.
- [5] It is hereby ordered that the said agreement is hereby incorporated in this memorandum and made an order of this Court which may be enforced as such without any further resort to this court in the event of default by the appellant in payment of the sum of E1, 837, 917.35 to the respondent.
- [6] On the usual principle that costs follow the event and in the peculiar circumstances attending the noting of the appeal, it is ordered that the appellant pays costs to the respondent on the attorney and client basis.

I agree.

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**DR. SETH TWUM**  
**JUSTICE OF APPEAL**

I also agree.

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**S.A. MOORE**  
**JUSTICE OF APPEAL**

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**E.A. OTA**  
**JUSTICE OF APPEAL**