IN THE HIGH COURT OF SOUTH AFRICA
(REPUBLIC OF SOUTH AFRICA)

17/12/2010
NOT REPORTABLE

CASE NO.: 13145/2010
DATE:

DELETE WHICHEVER IS NOT APPLICABLE
(1) REPORTABLE: ~~YES~~/NO.
(2) OF INTEREST TO OTHER JUDGES: ~~YES~~/NO.
(3) REVISED.
16.12.2010 — DATE
G.Webster — SIGNATURE

In the matter between:

FIRSTRAND BANK LIMITED **APPLICANT**

V

RONSON TRADING (PTY) LTD **RESPONDENT**

JUDGMENT

WEBSTER J

1. This is an application for the liquidation of the respondent. The application is based on a written loan facility agreement entered into between the applicant and the respondent on 28 August, 2007, and a deed of suretyship dated 30 November, 2007, which the respondent executed in favour of the applicant and on Golden Tau Developments (PTY) LTD.

2. It is not disputed that the amounts claimed were indeed lent and advanced by the applicant as set out in its founding affidavit in the respective sums of R5 500 000 on 28 January, 2008 and R1 493 400 in accordance with the aforesaid loan facility agreement.

3. It is further not disputed that the funds so advanced to the two entities were repayable within eighteen (18) months from the date the said funds were advanced. I can find nothing in the loan

agreement (referred to in paragraph 1 *supra*) that suggests that such repayments were subject to any suspensive conditions.

4. The respondent offers as a defence the assertion that the money advanced by the applicant was for a "development loan" and the intention of the parties was that it would be repaid after the completion of the development with the proceeds of units sold in such development.

5. The respondent further avers that the applicant should have recovered the money owing by it from Double Ring (PTY) LTD, the company in whose name the immovable property forming the subject matter of the claim for R5 million is registered. It is further averred that the respondent is well-able to pay as "*...Ronson Mozambique, SA, a company within the Ronson Group, has been appointed as development manager in terms of a contract valued R120 million...*[and]*...A first invoice was issued by Respondent in the amount of US $ 2 886 464.59 in respect of* (sic) *the project...*"

6. It is further averred that Golden Tau Developments (PTY) LTD, another company within the Ronson Group, received an offer for the purchase of its immovable property in an amount of R110 million..."

7.1 There is no doubt whatsoever that the respondent is indebted to the applicant. The respondent bears the onus, in such circumstances, to demonstrate that the indebtedness is being disputed *bona fide* and on reasonable grounds (Robson v Wax Works (PTY) Ltd 2001(3) SA 1117 (C) at para 15, page 1122 H-I).

7.2 The respondent's resistance in the matter falls far short of demonstrating any reasonable grounds in disputing its indebtedness. That one or other companies within its group is possessed of adequate funds to pay the amount due to the applicant does not constitute a valid resistance to this application. It is my considered view that there is no "genuine dispute" or "*bona fide* dispute" between the parties.

8. It is accordingly ordered that the respondent be and is hereby placed under final order of winding up.

G. WEBSTER
JUDGE IN THE HIGH COURT