IN THE HIGH COURT OF SOUTH AFRICA

LIMPOPO DIVISION, POLOKWANE

CASE NO:6808/2019

(1)	REPORTABLE: **NO/YES**	
(2)	OF INTEREST TO OTHER JUDGES: **NO/YES**	
(3)	REVISED.	
	....	....
	DATE	SIGNATURE

In the matter between:

CELL C SERVICE PROVIDER COMPANY (PTY) LTD **APPLICANT**

AND

NZ FOODS (PTY) LTD **RESPONDENT**

JUDGMENT

KGANYAGO J

[1] On 19th September 2013 the applicant and the respondent entered into a written regional dealer distribution agreement. The agreement was for a period of two years. In terms of the agreement the respondent was required to

provide the applicant with bank guarantee of R 7.5 million and from time to time purchase products from the applicant. The respondent had duly paid the required guarantee and thereafter purchased products which were delivered by the applicant to the respondent.

[2] According to the applicant, the respondent continued to purchase, and the applicant continued to deliver products after the expiry of the initial distribution agreement, resulting in a further tacit distribution agreement on the same relevant material terms. The applicant submits that over the period August 2017 to October 2017, it sold and delivered products to the respondent in terms of the distribution agreement in respect of which the balance outstanding as at 31st August 2018 was R79 968 487-81. The applicant presented the bank guarantee for payment which was honoured by the bank and the debt was reduced to R 72 468 487-81 together with the agreed interest at the rate of 2% above prime rate.

[3] As per the applicant's founding affidavit, the respondent ceased purchasing products from the applicant in terms of the distribution agreement during October 2017, with the last purchased goods being invoiced in November 2017. The respondent's business was primarily managed and conducted by Mr. Muhammed Sikander Noor Hussain the husband of the respondent's sole director, Ms Nazia Carrim. Ms Carrim is a practising attorney who practise under the name and style Nazia Carrim Attorneys.

[4] On 1st November 2017 the applicant addressed an email to Hussain enquiring when the outstanding amount of R49 312 748-95 would be settled. Hussain replied per email on behalf of the respondent stating that the

outstanding amount would be settled on 7th November 2017, and also apologized for the delay in payment.

[5] The respondent did not pay as promised. According to the applicant Hussain disclosed to the applicant during November 2017 that the respondent could no longer continue its airtime business with the applicant as the respondent has utilised the funds received from its airtime sales of the applicant's products to fund the purchase of immovable property for development purposes in Polokwane and was now cash-strapped. Hussain informed the applicant that the entities that are the wheels in the property development project, are related to him and his wife Carrim who was involved in the property development project, would make the arrangements to settle the outstanding indebtedness owing by the respondent to the applicant and would provide security for the indebtedness. Hussain invited Adrian Lotz (deponent of founding affidavit) to visit the property development in Polokwane.

[6] Mr Lotz visited the development property on 8th November 2017 where Hussain and Carrim showed Lotz around the property and various documents relating to the development. Carrim and Hussain informed Lotz that the respondent was prepared to acknowledge its indebtedness and provide security.

[7] Applicant avers that on 25th May 2018 Nazia Carrim Attorneys requested banking details of the applicant to give effect to the respondent's undertaking to furnish security and make payments towards settlement of the outstanding indebtedness. On 28 May 2018 the applicant informed Nazia Carrim Attorneys that an acknowledgment of debt must first be signed together with

the security documents. Thereafter there were some emails exchanges between the parties. On 21st June 2018 the applicant furnished Nazia Carrim Attorneys with the draft of an acknowledgement of debt.

[8] The applicant and Mr Hussain discussed the outstanding indebtedness and agreed at the amount of R79 968 487-81 less the guarantee amount of R7.5 million bringing the indebtedness down to R72 468 487-81. The applicant's credit committee was prepared to offer the respondent airtime commission discount of R15 million provided the respondent made payment of R57 468 487-00 within a reasonable period and according to an acceptable repayment plan.

[9] On 23rd September 2018 Hussain reverted to the applicant stating that he had made changes to the proposed acknowledgment of debt and also wanted to discuss the main part of the guarantee. In the acknowledgement of debt draft, Hussain had changed the indebtedness to R57 486 487-00.

[10] On 25th September 2018 Hussain phoned the applicant informing the applicant that at that stage the respondent no longer wishes to offer security, but only to formally acknowledge the indebtedness with an undertaking to repay the indebtedness. Further discussions took place between the applicant, Hussain and Nazia Carrim Attorneys in relation to the finalisation of the acknowledgement of debt. On 12th November 2018 the applicant furnished Hussain and Nazia Carrim Attorneys with an amended version of the acknowledgement of debt without any security or any repayment plan. The revised acknowledgement of debt provided for an acknowledgment of

indebtedness of R72 468 487-00 after deducting the guarantee amount of R 7.5 million from the original outstanding balance of R79 968 487-00.

[11] Nazia Carrim Attorneys enquired from the applicant whether the amount of R72 468 487-00 should not be adjusted to R57 486 487-00. The applicant informed Nazia Carrim Attorneys that the discount was only offered in the event the outstanding indebtedness was settled within a reasonable period, and as the respondent could not at that stage commit to a repayment plan or provide security, it would not expect the discount to be furnished upfront. On 15th November 2018, Nazia Carrim Attorneys wrote a letter to the applicant disputing the respondent's indebtedness to the applicant.

[12] On 25 March 2019 the applicant's attorneys wrote a letter to the respondent demanding payment and further notifying the respondent of termination of the extent that the agreement may have remained extant. On 2nd April 2019 Nazia Carrim Attorneys responded to the respondent's letter still disputing the respondent's indebtedness to the applicant. The applicant submits that in a final attempt to amicably resolve the matter, it invited the respondent for settlement discussion during July 2019 and August 2019. The discussion did not yield any fruits. That led to the applicant launching an application for the final winding-up, alternatively provisional winding up of the respondent of the basis of the alleged inability to pay its debts.

[13] The respondent in its answering affidavit has stated that during September 2013 it concluded a regional dealer distribution agreement. In terms of the agreement, the respondent was appointed on a non-exclusive basis to sell

and distribute the applicant's cellular products. The account number assigned to that agreement by the applicant was NZF001.

[14] The respondent further stated that during December 215 it concluded a separate oral agreement with the applicant represented by Mr Lotz. In terms of the separate oral agreement, the applicant had appointed the respondent to perform wholesale distribution function. The account number assigned to that agreement by the applicant was NZF003 for airtime sales, and NZF004 for sales related to starter pack. That Mr Lotz was impressed with the sales achieved by the respondent, and expressly informed the respondent that if it succeeded in achieving a sale target of at least R350 million, it will be regarded as a so-called super dealer and would be entitled to remuneration equal to 12% of the turnover achieved by it.

[15] The respondent avers that the applicant's alleged claim relates to account number NZF003 and NZF004, and that these accounts have got nothing to do with the distribution agreement referred by the applicant in its founding affidavit. It is therefore the respondent's contention that the founding affidavit does not disclose a valid cause of action establishing the applicant's alleged status as a creditor.

[16] The respondent further avers that it has settled the debts owing to the applicant in respect of account numbers NZF003 and NZF004. According to the respondent the statements related to account number NZF003 and NZF004 reflect transactions that took place between 13th August 2017 and 31st March 2018. The respondent submits that during that period it had made ten payments to the applicant amounting to R87, 7 million which payments

are not reflected on the applicant's statements. It is therefore the respondent's contention that the applicant's founding affidavit refers to an incorrect cause of action and that the respondent is not indebted to the applicant in respect of the distribution agreement.

[17] The respondent conceded that it had previously admitted to its obligation to make payment to applicant, and that it did so in error without having properly considered the statements issued by the applicant. The respondent avers that the distribution agreement was for a fixed period of two years, and that it did not provide for an automatic extension. It is the respondent's contention that the distribution agreement has therefore lapsed during September 2015.

[18] The respondent submits that the products that were sold and delivered by the applicant to it during the period August 2017 to October 2017 were unrelated to the distribution agreement, but were sales that took place in terms of the wholesale agreement, whereby the respondent sold Cell C airtime and starter packs to resellers.

[19] The respondent denies that it had ceased all its trading operations, but that it had explained to Mr Lotz that it had invested in two property development ventures, and that these ventures promises to be very profitable. The respondent denies that it had told Mr Lotz that the respondent was involved in property development, and that monies owed to the applicant have been invested in any of their property development project. The respondent avers that it had simply provided loan finance to Nazaru Construction (Pty) Ltd and NZR Property Investments (Pty) Ltd to enable these companies to develop

immovable properties. It is the respondent's contention that the loans are payable to it and therefore constitute assets.

[20] The respondent denies that it is insolvent. The respondent submits that the dispute concerning the correct cause of action and the amounts allegedly owed to the applicant cannot be resolved in motion proceedings.

[21] The applicant in its replying affidavit denies the existence of the alleged oral wholesale agreement allegedly concluded between it and the respondent. The applicant submit that the respondent was aware that throughout their business dealings from 2013, the respondent's dealings with the applicant in terms of the distribution agreement were reflected in three separate accounts which accounts reflected different products. That account number NZF001 related to starter packs, account number NZF003 related to airtime vouchers, and account number NZF004 related to pin less airtime sales. Applicant avers that account number NZF002 does not exist. Mr Lotz who deposed the applicant's founding affidavit and replying affidavit submitted that he is the Executive Head: Operational Finance of the applicant, and as the executive head, he did not have, and never had the authority to conclude a distribution agreement with any person, let alone a wholesale agreement.

[22] The applicant admitted receiving the ten payments as stated by the respondent totalling to R87 million. It is the applicant contention that the respondent was aware that the statement which the applicant has rendered to the respondent contained details of open invoices which have not been settled by way of payment, and that once a payment is received, it is allocated to a particular invoice, which invoice is then no longer reflected on the

statement. The applicant submits that of the R87,7 million received from the respondent, R87, 5 million was allocated to account number NZF003 and R200 000-00 allocated to account number NZF004.

[23] The applicant is seeking a final winding up order alternatively a provisional winding up order against the respondent. It is trite that when a final winding up order is sought the onus rest on the applicant to show on a balance of probabilities that the debt is not *bona fide* disputed on reasonable grounds. For a provisional winding up order, the applicant only need to show *prima facie* that it is the creditor of the respondent.

[24] The respondent dispute being indebted to the applicant. In **Kalil v Decotex (Pty) Ltd and Another**[1] Corbett JA said:

> "In regard to locus standi as a creditor, it has been held, following certain English authority that an application for liquidation should not be resorted to in order to enforce a claim which is bona fide disputed by the company.
>
> Consequently, where the respondent shows on a balance of probability that its indebtedness to the applicant is disputed on bona fide and reasonable grounds, the Court will refuse the winding-up order. The onus on the respondent is not to show that it is not indebted to the applicant: it is merely to show that the indebtedness is disputed on bona fide and reasonable grounds."

[25] The respondent must dispute the debt on substantial grounds, and further the disputed grounds be in good faith, genuine and honest. In **Porterstraat 69 Eiendomme (Pty) Ltd v PA Venter Worcester (Pty) Ltd**[2] Davis J said:

[1] 1988 (1) SA 943 (A)
[2] 2000 (4) SA 598 (C) at 606 at B-D

"In terms of the so-called Badenhorst rule (**Badenhorst v Northern Construction Enterprises (Pty) Ltd 1956 (2) SA 598 (T) at 347H-348C**) the onus rest on upon the respondent to show the existence of a *bona fide* dispute on reasonable grounds. Professor Blackman in 'Companies' in Joubert (ed). The Law of South Africa volume 14 part 3 at para 113 summarises the position thus:

'debt is not bona fide disputed simply because the respondent company says that it is disputed. A dispute must not only be bona fide or genuine but must be on good, reasonable or substantial grounds. The expression "genuine dispute" connotes a plausible contention requiring some sort of consideration as serious question to be tried." It is not sufficient for the company merely to establish that there is a serious question to be tried as to whether the dispute over the debt is genuine in that the debt is disputed on the basis that an honestly held belief that it is not payable, and is not disputed, merely for the purpose of delay or obstruction. "Genuine" in this context does not mean fabricated for the purpose of the proceedings or just thought up or brought forward without genuine belief: there can be no genuine dispute if there are no substantial grounds for disputing the debt.'

[26] It is not in dispute that from September 2013 up to October 2017 the applicant and the respondent were involved in business deals wherein the respondent was purchasing from the applicant on a revolving credit and paid at a later stage. The respondent ceased purchasing the applicant's products during October 2017. The applicant's statements in relation to the respondent's two accounts which appears as NZF003 and NZF004 dated 31st August 2018 shows that for the period starting from August 2017 up until the respondent ceased purchasing the applicant's products, the purchases made by the respondent from the applicant over that period amounted to R79 305 752-73 and R777 572-56 respectively.

[27] As at 1st November 2017, R49 312 748-95 was due and payable. The respondent undertook to settle that amount on 7th November 2017. The

respondent did not settle that amount as promised and what followed were settlement negotiations which lasted until November 2018. At some stage the respondent was prepared to acknowledge its indebtedness to the applicant, provide a plan of repayment of the indebtedness and also provide security.

[28] The applicant at some stage prepared an acknowledgment of debt with its own figures and presented it to the respondent for signature and the respondent altered those figures and returned it back to the applicant without signing it. In the end the applicant and the respondent agreed that the outstanding indebtedness amounted to R79 968 487-81 less the guarantee which has been called in for payment in the sum R7.5 million, leaving a total balance of R72 468 487-81. From that amount the applicant's credit committee offered the respondent airtime commission discount of R15 million provided the respondent made payment of R57 468 487-00 within a reasonable period and according to an acceptable repayment plan.

[29] However that did not resolve that problem, as the respondent made an about turn and was no longer prepared to offer any security but only to acknowledge the indebtedness. The applicant agreed to the respondent's demand but reverted back to the original debt of R72 468 487-00 as the respondent was not prepared to offer any security. However, the respondent wanted the outstanding amount on the acknowledgement of debt to be R57 468 487-00 of which the applicant informed the respondent that it will only be applicable if the respondent pays within a reasonable period and according to an acceptable repayment plan. That is when the negotiations collapsed, and the respondent through its attorney Nazia Carrim Attorneys notified the applicant that it disputes the respondent's indebtedness to the applicant. No grounds of

the dispute of the indebtedness were given in that letter of notification to the applicant.

[30] The question is whether the manner in which the respondent had disputed the applicant's indebtedness was on substantial grounds, in good faith, genuine and honest. Throughout the negotiations which took place over a period of twelve months, the indebtedness and amount due to the applicant was never an issue. The main issue was about the respondent providing security or committing to a repayment plan. The discount of R15 million was depended upon the respondent signing an acknowledgment of debt, an acceptable repayment plan and acceptable security. However, the respondent was not prepared to commit to all of these, but yet wanted to be offered the discount amount of R15 million.

[31] When the respondent's attorneys wrote a letter to the applicant notifying the applicant that the respondent is disputing its indebtedness to the applicant, the negotiations have not yet collapsed. Since the negotiations were ongoing for more than a year, one would have expected the respondent to give the applicant full details of their dispute of the indebtedness to enable the applicant to consider them.

[32] The respondent's letter of the 15th November 2018 disputing the respondent indebtedness to the applicant read as follows:

"RE: NZ Foods/Cell C

1. With reference to our e-mail correspondence you are clearly aware that the amount due is being disputed. Our client has previously presented his calculations and figures as to the discount he was entitled to, but yet not allocated/ provided to him.
2. The amount due to my client is at least R 36 633 501-50.

3. Once above is being acknowledged and properly incorporated in any document to be signed, including an AOD, it will be presented to our client for signature.
4. We already had a consultation with a senior counsel in Pretoria, he requested several documents from ourselves and once obtained and supplied to him, he will be in a position to further advise us.
5. We trust you find the above in order."

[33] The letter of the 15th November 2018 is a contradiction of the e-mail of the 12th November 2018 from the same attorney. The e-mail of the 12th November 2018 from Nazia Carrim attorneys to the applicant read as follows:

"I have received your email. I will go through it and revert to you at soonest. As per your request I am sure we will be able to finalize and sign by Friday. However, I have just skimmed through it and notices that the AOD amount stipulates R72 468 487-00. Should this amount not be adjusted to R57 468 487-00 as per your email dated 19/09/2018. Furthermore, in anticipation to your AOD I have consulted and the advice given to me is that Black Phoenix has in no way benefited from NZ Foods and Black Phoenix is indebted to the National Empowerment Fund and as per terms of the agreement it's not allowed to sign surety for any other debt prior to the National Empowerment Fund being paid in full. Also note that this will be a breach of the franchise agreement with Shell because the land is owned by Shell. Black Phoenix only leases the land. Please note that this will not disadvantage Cell C in any way because all the monies have been invested in Nazaru Construction and NZR Properties. Also please confirm with Adrian regarding the repayment proposal sent to him by Muhammed on the 23rd September 2018 and please include this in the AOD."

[34] The email of the 12th November 2018 is a willingness to have the matter finally resolved by Friday. The email acknowledges indebtedness. If indeed previous calculations and figures were presented to the applicant, that would have been raised in the email of the 12th November 2018 as the respondent wanted to finalize and sign the acknowledgment of debt by Friday. In reply to the respondent's email, the applicant was not amenable to the respondent's

request and the applicant gave the respondent's an ultimatum to sign all the requested documents by Friday the 16th November 2018, and further that the respondent should consider the ultimatum as the deadline for an amicable solution. In my view, the respondent's letter of the 15th November 2018 was in anticipation of a looming legal action by the applicant, and there was no honesty in it.

[35] On 28th March 2019 the respondent was served with a letter of demand. The respondent's attorney in reply to the letter of demand informed the applicant's attorneys that there was a dispute regarding the amount owed to the applicant right from the beginning of the matter and also attached its letter dated 16th November 2018. This cannot be true as from the correspondence exchanged by the applicant and the respondent during the twelve months' negotiations, the indebtedness and the amount due was never an issue. The issue was about the security and payment plan, and that is confirmed by the email from the respondent's attorney dated 12th November 2018 wherein she informed the applicant that in terms of the agreement between Black Phoenix and the National Empowerment Fund, Black Phoenix was not allowed to sign surety for any other debt prior to the National Empowerment Fund being paid in full. From the email of the 12th November 2018, except for requesting a discount of R15 million, there is no dispute about the respondent's indebtedness to the applicant and amount due.

[36] Despite having issued a letter of demand against the respondent, the applicant in a final attempt to amicably resolve the matter, during July 2019 and August 2019 invited the respondent to settlement negotiations. The meeting did take place and was face to face. This was an opportune moment

for the respondent to give the applicant full details of the grounds upon which their dispute to the applicant's debt was based, but failed to do so. According to the respondent when they attended that meeting, they have already obtained legal advice and its letters requesting documents and information from the applicant remained unanswered. It is the respondent's contention that the matter remained unresolved since Mr Lotz did not have the outstanding information and documents available at the meeting. It does not seem that at that meeting the respondent had raised the issue that they have paid R87,7 million which was not taken into consideration by the applicant. It looks like at that meeting, the respondent was seeking documents in preparation of the looming legal action against it by the applicant.

[37] The first time the respondent gave its grounds for disputing the applicant's indebtedness was in its answering affidavit. In the answering affidavit the respondent conceded that it had previously admitted to an obligation to make payment to the applicant, and that it did so, in error without properly considering the statements issued by the applicant. The respondent avers that the applicant statements refer to the period August 2017 to November 2017, and did not reflect the payments totalling R87,7 million made by the respondent. The respondent further submitted that during the period 1st November 2017 to 12th November 2018 it was under the incorrect impression that the applicant was claiming payments related to the period prior to August 2017, and that it did not check to determine how the applicant calculated its claims.

[38] The applicant in its replying affidavit conceded receiving the payments from the respondent totalling R87,7 million and avers that the respondent was

aware that the statements which it was rendering to the respondent contained details of open invoices. Open invoices are invoices which have not been settled by way of payment, and that once a payment is received, it is allocated to a particular invoice which invoice is then no longer reflected on the statement. According to the applicant R87,5 million was applied towards account number NZF003 and R 200 000-00 towards account number NZF004. The applicant in its replying affidavit had also attached a reconciliation sent to the respondent in which the respondent committed to settle the debt of R49 312 748-95 by the 7th November 2017. The applicant further submits that the amount of R87,7 million was made between 3rd August and 10th October 2017 before the applicant demanded payment of R49 312 748-95 which was then due and payable.

[39] The applicant has given a breakdown of how the R87.7 million was applied to the respondent's account, and the reconciliation of the amount which the respondent had committed to pay by the 7th November 2017, and which is attached to the applicant's replying affidavit, might seem as if the applicant was building its case in the replying affidavit. However, that was elucidated by the respondent's grounds for denial which was only brought to light for the first time in the answering affidavit despite the settlement negotiations having taken place for over a period of twelve months. The applicant's in the email at the 1st November 2017 refers to an attached reconciliation. This email that had attached the reconciliation, is the one which the respondent had committed to pay R49 312 748-95 by 7th November 2017. From the reconciliation, it shows that as at September 2017 the amount due for August was R23 633 512-87, in October 2017 the amount due for September 2017

was R25 679 236-08. And as at November 2017 the amount due for October 2017 was R31 176 411-06. If one adds the amounts due for August 2017 and September 2017 it gives you R49 312 748-95 and that is the amount which the respondent had committed itself to pay by the 7th November 2017.

[40] The last payment of R87,7 million was a payment R9 000 000-00 made by the respondent on 10th October 2017. The reconciliation sent to the respondent on 1st November 2017 refers to specific amounts that were due and for which period. On the 1st November 2017 when the respondent made commitment to pay R49 312 748-95 it was aware for which period as by then it had already paid R87,7 million. This was a revolving credit and there was nothing wrong with the applicant having applied that amount of R87,7 million to the prior outstanding invoices. The first payment of the R87,7 million was on the 3rd August 2017 and was for R7,5million. Logic will tell that since this was a revolving credit and not cash on delivery, that payment would be for products delivered prior to August 2017 since clause 3.3 of the regional dealer distribution agreement state that payment of all amounts due shall be effected within 30 days from date of issue of the statement by the applicant. The respondent tries to create an impression that after the expiry of the first written agreement there was another oral agreement which was entered into. During the twelve months' negotiations, the issue of the new agreement with the new terms and conditions was never brought into the picture. In my view, the respondent is opportunistic. The facts before me shows that after the initial contract had expired, the respondent continued doing business with the applicant on the same terms and conditions that prevailed before the expiry of the initial contract. In **Golden Fried Chicken (Pty) Ltd v Sira Fast Food CC**

and Others[3] the court held that after termination of the initial agreement and prior to the notice of 25th August 1999, the parties had conducted themselves in a manner that gives rise to the inescapable inference that both desired the revival of their former contractual relationship on the same terms as existed before. It was further held that taken together, those facts established a tacit relocation of a franchise agreement between the appellant and respondent.

[41] The Golden Fried Chicken case is not distinguished from the present case. After the expiry of the initial agreement between the applicant and the respondent, the parties have tacitly revived the initial contract and their relationship was therefore on the same terms and conditions that existed before.

[42] Taking into consideration the evidence and arguments presented in this matter, the court is satisfied that the applicant has shown on a balance of probabilities that the respondent is not *bona fide* disputing its indebtedness to the applicant on reasonable grounds. The dispute raised by the respondent is not genuine, not in good faith and *bona fide*. The dispute raised by the respondent was in anticipation of the looming litigation against it which was intended to create material disputes of facts which did not exist. The purpose for that was to delay the applicant's claim.

[43] Throughout the negotiations which took place for over twelve months it was clear that the respondent was unable to pay the applicant's debts and that it was no longer trading. That is confirmed by the email of the respondent's attorneys dated 12th November 2018 wherein she informed the applicant that

[3] 2002 (1) SA 822 (SCA)

all the monies of the respondent have been invested with Nazaru Contruction and NZR Properties,

[44] The amount of R57 486 487-00 was conditional. Since the respondent was not prepared to accept the applicant's conditions, the applicant was justified in reverting to the initial acknowledgment of indebtedness of R72 468 487-00 without a discount. The court is therefore satisfied that the applicant had established that the respondent is indebted to it in the amount of R 72 468 487-00. I have already found that the respondent had failed to show that the applicant's indebtedness is being disputed on *bona fide* and reasonable grounds. Therefore, this court has no discretion but to place the respondent in liquidation.

[45] In the results I make the following order:

(a) The respondent NZ Foods (Pty) Ltd is placed under a final winding-up order in the hands of the Master.

(b) The costs of the application are to be costs in the winding-up of the respondent.

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KGANYAGO J

JUDGE OF THE HIGH COURT

LIMPOPO DIVISION, POLOKWANE

APPEARENCES:

COUNSEL FOR APPLICANT	**: B.M GILBERT WITH R PETERSON**
BRIEFED BY	**: KNOWLES HUSAIN LINDSAY INC**
COUNSEL FOR RESPONDENT	**: ADV. F. VAN WYK**
BRIEFED BY	**: NAZIA CARRIM ATTORNEYS**
DATE HEARD	**: 20 JANUARY 2021**
DATE DELIVERED	**: 11th MARCH 2021**