

**IN THE HIGH COURT OF SOUTH AFRICA
WESTERN CAPE DIVISION, CAPE TOWN**

Case Number: 9807/2024

In the matter between:

MY PEACE MALI INVESTMENTS (PTY) LIMITED

Applicant

and

WESTERN CAPE DEPARTMENT OF EDUCATION

1st Respondent

WESTERN CAPE DEPARTMENT OF INFRASTRUCTURE

2nd Respondent

BEN PETA INVESTMENT HOLDINGS (PTY) LTD

3rd Respondent

JUDGMENT

MAGARDIE AJ:

1. This is an urgent application for an interim interdict *pendente lite*. The applicant seeks interim interdictory relief restraining the first and second respondents from making certain payments to the third respondent arising from a tender awarded to it for construction works on a pilot wastewater treatment package plant at the Welgemeend NGK Primary School, Western Cape.

2. The interim interdictory relief is sought pending the finalization of action proceedings instituted by the applicant against the third respondent in this court on 25 April 2024 under case no. 8513/2024.

3. The application is opposed by the second respondent. The third respondent was served with the application papers on 10 May 2024. It has filed neither a notice to oppose nor answering affidavits.

4. The second respondent opposes the application on two main grounds. Firstly, it contends that the application is not urgent, that any urgency as there may be, has been self-created and that the application itself is an abuse of process. Secondly and in relation to the merits, the second respondent contends that there is no contractual nexus between the applicant and the first and second respondents and that there is consequently no legal basis for the relief sought. Related to this is a contention by the second respondent that there has been a misjoinder of the first respondent in the proceedings. In addition, it is contended by the second respondent that the applicant had failed to establish the requirements for interim interdictory relief. On these bases, the second respondent submits that the application should be struck from the roll alternatively dismissed and in either event with a punitive costs order. I shall turn to the opposing contentions of the parties in due course after setting out the factual background.

Background

5. The third respondent ('Ben Peta') is a construction company. It was awarded a tender by the second respondent ('the Department') on 21 February 2023 for construction works on a pilot wastewater treatment package plant at the Welgemeend NGK Primary School in the Western Cape ('the construction project').

6. The value of the contract concluded between the Department and Ben Beta was an amount of R 2 990 333. 96 (VAT inclusive) and the contract period for the construction project was stipulated to be 20.5 weeks from date of signature of the contract between Ben Peta and the Department.

7. Ben Peta commenced with the construction works in May 2023, which in terms of the contract were due to be completed by July 2023. Ben Peta was unable to meet the July 2023 deadline provided for in terms of its contract with the Department. It was then that the applicant ('My Peace Investments'), a small enterprise civil engineering company, entered the picture. It did so however, ultimately and unfortunately, to its eventual detriment as demonstrated by the chronology below.

8. Mr. Malubekho Mndayi ('Mr Mndayi'), the director of My Peace Investments, had been introduced to Ben Peta by Mr. Mzukisi Sakata ('Mr Sakata') of Lilitha Project Managers, an acquaintance of Mr. Ntobeko Boyana ('Mr Boyana'), the Chief Executive Officer and director of Ben Peta. It is apparent from a series of Whatsapp messages attached to the papers and which occurred between Mr Mndayi of My Peace Investments and Mr Boyana of Ben Peta, that as early as 8 August 2023, Mr Boyana was desperately seeking assistance to rescue the failing project. It was agreed that My Peace Investments would take over the whole construction project, which Ben Peta plainly had been unable to complete. For example, on 8 August 2023 Mr. Boyana sent a whatsapp message to Mr. Mndayi in which he stated "...*Just to confirm, your intervention will be taking over everything including electrical work, not only civil work?*". Mr Mndayi replied in the affirmative.

9. Following these discussions and on 22 August 2023 Ben Peta, represented by Mr. Boyana and My Peace Investments, represented by Mr. Mndayi, concluded a service level agreement ('SLA') in terms of which My Peace Investments was appointed as a sub-contractor of Ben Peta to render civil works in connection with the construction project. According to My Peace Investments, it was familiar with this type of project and was appointed as the sub-contractor by Ben Peta to take control of and

rescue the construction project as the project was in jeopardy at that juncture. It was further alleged by My Peace Investments that prior to entering into the SLA, it was apparent to it that Ben Peta did not possess ample cash flow to purchase materials for the construction project. As such, the materials would have to be procured by My Peace Investments and the costs thereof later recovered from Ben Peta when it received payments from the Department in respect of the project.

10. The Department for its part states that it has no knowledge of these arrangements because it was not party to the agreements between Ben Peta and My Peace Investments. It is however clear Ben Peta had at that stage not complied with its obligations in terms of the contract for the construction works and that on the Department's own version, as at 30 August 2023, Ben Peta had only completed about 55% of the works for the project, amounting to a sum of R1,1 million, which amount appears to have been paid to Ben Peta notwithstanding its failure to perform on the construction project. I therefore accept that it is more probable than not that at the time when My Peace Investments was appointed as a sub-contractor for the construction project, the project timelines had not been adhered to by Ben Peta and that the construction project was indeed in serious jeopardy, as My Peace Investments contends to have been the case.

11. The SLA concluded between Ben Peta and My Peace Investments on 22 August 2023 inter-alia provided that the agreement would commence on 19 August 2023 and subject to further extensions, would terminate on 8 September 2023, set out the agreed scope of the civil engineering works to be conducted and the amount to be paid to My Peace Investments by Ben Peta for the works. The civil engineering works to be conducted by My Peace Investments included fencing, paving, sewer and wetland works and additional works relating to the control room and fusion reactor unit for the wastewater treatment plant.

12. The total value of the agreed works for which My Peace Investments was sub-contracted in terms of the SLA, amounted to R1 808 572.19. Clause B of the SLA

provided that My Peace Investments was to be paid within 5 days of receipt of payment from 'the Client' (i.e. the Department) and that Ben Peta would take all reasonable measures to ensure timely payment of all invoices.

13. My Peace Investments commenced rendering the civil engineering work on 19 August 2023 including procuring and supplying building materials for the construction project. At this stage, the 14 July 2023 completion date for the project, as provided for in terms of Ben Peta's contract with the Department, had already lapsed. The completion date had however been extended by the Department to 30 August 2023. This took place by way of a written extension which was recommended on 24 July 2023 by Ms. Onelisa Mabetshe, the Project Leader of the construction project and approved by the Department's EID Director, Mr Phillip Niewoudt, on 7 August 2023.

14. The contract between the Department and Ben Peta came to an end on 30 August 2023 and as stated earlier, it is common cause that at that stage, Ben Peta had only completed 55% of the agreed works in respect of the construction project. As set out below however, it is apparent that construction work on the project continued after August 2023.

15. During November 2023, discussions took place between My Peace Investments and Ben Peta regarding progress of the project, its finalization and payment for the services rendered by My Peace Investments to date. It was agreed that Ben Peta would make part payment by 15 December 2023. The relationship between My Peace Investments and Ben Peta then began to sour as by 15 December 2023, no payment had been made by Ben Peta as agreed. According to the whatsapp exchanges between Mr Mndayi and Mr Boyana during December 2023, on 15 December 2023 Mr Boyana stated that he had spoken to 'the customer to follow up' and that payment was expected that following Monday i.e. 18 December 2023. On 18 December 2023 Mr Boyana sent a further whatsapp to Mr Mndayi, stating that the expected payment had not been received yet, however he was following up on a regular basis and would keep Mr Mndayi updated. According to Mr Mndayi, Mr Boyana and Ben Peta have been silent

ever since then and appear to be scrupulously avoiding both Mr Mndayi and his attorneys' enquiries regarding the payment due to My Peace Investments for its work on the project.

16. During early February 2024, the site engineer conducted an assessment on the site and confirmed that an amount of R694 143.71 was due to My Peace Investments in respect of work which it had completed on the site as at that date. It is common cause that it is practice in the building industry for a site engineer to conduct an assessment of the site to evaluate what work had been completed and for payment to be made based on that assessment and valuation.

17. On 23 February 2024 My Peace Investments rendered and delivered an invoice to Ben Peta recording an amount due of R 890 265.23 in respect of services rendered and materials supplied by My Peace Investments as well as VAT. The amount was comprised of R694 143.71 in respect of work completed as at the date of the invoice, R80 000.00 in respect of 80% of the materials procured and supplied by My Peace Investments and VAT in the amount of R116 121.55. No payment was received in respect of the invoice and on 14 March 2024, My Peace Investments approached its attorneys of record, Marais Muller Hendricks Attorneys ('MMH') in order to elicit a response and negotiate payment, failing which to assist the applicant to institute legal action against Ben Peta.

18. A number of unsuccessful attempts were made by MMH to contact Mr Boyana telephonically during March 2023 and an email regarding the matter was directed to him on 14 March 2024. The email inter-alia confirmed that My Peace Investments had vacated the site until an amicable settlement could be reached and set out various suggestions for the completion of the project and resolution of the issue of non-payment. These proposals included My Peace Investments taking over the construction works for its own account. The email was directed to Mr Boyana, Mr Sakata of Lilitha Consulting as well as Ms. Mabetshe, the Department's Project Leader on the construction project. There was no response to this email either from Mr Boyana or from Ms. Mabetshe.

19. On 3 April 2024 Mr Sakata of Lilitha Consulting, who it will be recalled had introduced the parties, acknowledged receipt of the email from MMH. He urged Mr Boyana and Ben Peta to respond to the letter in order for the parties to reach an amicable solution.

20. It is common cause that approximately two weeks later and on 15 April 2024, Mr Peter Truter of MMH contacted Ms. Mabetshe, the Department's Project Leader on the construction project, to discuss the matter and the way forward in respect of the project. During this telephonic conversation, the contents of which were confirmed on affidavit by Mr Peter Truter of MMH, it was then discovered that the Department was in the process of finalizing payment to Ben Peta and finalizing talks to terminate the contract with it and appoint a new contractor. In its answering affidavit, the Department adopts a somewhat different take on this telephonic discussion with Ms. Mabetshe and states that she was under the incorrect impression that the contract with Ben Peta was due to be terminated for lack of progress, when in fact the correct position, according to the Department, was that the contract had already expired on 30 August 2023 and had not been extended further by the Department.

21. In my view this varying recollection of the telephone discussion is of little moment, because what is clear and undisputed on the papers, is that during the telephone discussion on 15 April 2024, Ms. Mabetshe informed Mr Truter that payments had already been made to Ben Peta for works which it had duly completed on the project. The deponent to the Department's answering affidavit and indeed Ms. Mabetshe herself does not deny that she also informed Mr Truter that the Department was in the process of "...*finalizing payment*' to Ben Peta." This is an aspect of some significance, to which I will later return later.

22. On 17 April 2024, two days after the telephonic discussion between Mr Truter of MMH and Ms. Mabetshe in which she advised that payment had already been made to Ben Peta, MMH directed a letter to the Department including Ms. Mabetshe as well as

officials of the Department of Education, setting out the history of the matter and giving notice of the intention of My Peace Investments to apply to the High Court for an interdict restraining the Department from making payment to Ben Peta pending the finalization of action proceedings by My Peace Investments for payment of the amounts due to it. The letter requested that the Department stay all payments due to Ben Peta in respect of the project as a real risk existed that it would not make payment to My Peace Investments. The letter concluded by stating that the High Court application would be made as soon as possible with the aim of being in court by Monday 22 April 2024.

23. The letter was responded to on 25 April 2024 by Ms. Marianna Harrison, the Acting Director: Education Infrastructure in the Department. In her response, Ms. Harrison stated that the tender contract between the Department and Ben Peta had come to an end on 30 August 2023. The response noted the existence of a dispute between My Peace Investments and Ben Peta but stated that the Department was only able to 'note' this dispute as it was not a party to the contractual relationship between Ben Peta and My Peace Investments and that My Peace Investments had 'not yet secured its claim against Ben Peta in form of a judgment debt'. Ms. Harrison went on to record the following:

'3. Payment have (sic) already been made to Ben Peta in lieu of completed works certified by the Principal Agent on the project. The department is in the process of finalizing the certification of further works carried out on the project, which process will determine if further payment might be due to Ben Peta or not.'

5. Given that there is no contractual basis upon which the department is to make payment directly to your client (for services rendered to Ben Peta) any payments that may become due to Ben Peta can't be withhold (sic) as a result of the unresolved dispute between your client and Ben Peta. There is simply no basis in contract or in law for the department to do so.'

24. The reference by Ms. Harrison to the department making payment directly to My

Peace Investments is of course incorrect. Mr Truter's letter of 17 April 2024 did not require or suggest that payment be made directly to My Peace Investments. What was requested was that further payments to Ben Peta be stayed as there was a real risk of Ben Peta not paying the monies which were undisputably due to My Peace Investments after it had received payment from the Department.

25. Ms. Harrison concluded her response by noting the intention of My Peace Investments to approach the court for urgent interdictory relief and stated that the Department "...will consider its position upon service on it of such an application."

26. On 30 April 2024 MMH delivered a notice of breach to My Peace Investments demanding rectification of the breach and payment of the amounts due to it within 7 days, failing which the agreement between the parties was terminated. The letter recorded that Ben Peta had failed to make any payments to My Peace Investments notwithstanding the services rendered to it by My Peace Investments and despite Ben Peta having already received part payment from the Department. There was no response to this letter.

27. According to My Peace Investments, as at May 2024, it had not been paid by Ben Peta at all notwithstanding the fact that Ben Peta had been paid by the Department and despite it having completed the majority of the civil engineering work stipulated in the SLA, with item 6 (fencing), still to be performed. The fencing item formed a large portion of the balance of the contract price and in addition thereto, it had procured and supplied materials valued at approximately R100 000.00. It maintained that Ben Peta has no moveable assets or immovable property on which it could execute to recover the amounts due to it and that as a small enterprise, the failure to secure these monies due to it would severely compromise its ability to conduct further business and would constitute a death nail to its operations and business.

28. The present application was launched on 7 May 2024, served on the Department the following day and set down for hearing in the Fast Lane of this court on 15 May

2024. The Department filed its answering affidavit on 14 May 2024, the day before the hearing of the application.

29. I turn now to the grounds of opposition advanced by the Department and the merits of the application.

Misjoinder

30. According to the Department, there has been a misjoinder of the first respondent, the provincial Department of Education. It was contended by the Department that the latter department had no interest in the proceedings and consequently should not have been cited as a party to the application. In response, My Peace Investments contended that at no stage prior to the institution of the application had it been advised that the provincial Department of Education was not a party to the proceedings. This is clear from the correspondence which MMH had addressed to both departments.

31. The Department did not expressly raise the issue of misjoinder as a point *in limine* nor did it seek any consequential relief, such as dismissal of the application, pursuant thereto. The misjoinder point was not pressed by the Department with any degree of enthusiasm in oral argument. This was hardly surprising. The alleged misjoinder of the first respondent has no bearing on the merits of the application between My Peace Investments and the Department. Nor could it in my view be seriously suggested that there was any prejudice to the Department arising from the joinder of the first respondent.

32. In any event, the application was served on the first respondent, which elected not to oppose the application and consequently did not raise a point of misjoinder. It was for the first respondent, not the second respondent, to object to its joinder if it was the view that it should not have been joined as a party to the application. The misjoinder point has no merit.

Urgency

33. The Department contended that the application lacked urgency and that even if there was any urgency, it had been self-created by My Peace Investments. It was further contended that the application was an abuse of process in that it had been set down for hearing based on events dating back some months ago and in a manner which left the respondents with very little time to file answering affidavits.

34. According to the Department, the Applicant had been aware of its claim against Ben Peta since December 2023 and had not taken any action to pursue its claim. In addition, it was contended that correspondence had been directed by the Department to My Peace Investments on 25 April 2024, at which point it had been made clear that the contract with Ben Peta had come to an end on 30 August 2023, that the Department had no contractual relationship with My Peace Investments and that Ben Peta had already been paid for all the works which had been carried out on the site as at that date.

35. The absence of a contractual relationship between My Peace Investments and the Department is an issue which relates to the merits of the application for interim interdictory relief. It is difficult to see how that issue has any bearing on whether the application is urgent or whether the urgency has been self- created by the applicant. The central question in relation to urgency has nothing to do with the absence of a contract between the Department and My Peace Investments. The relevant question is whether the applicant has complied with the requirements of Rule 6(12) of the Uniform Rules, which require the applicant to set forth explicitly the reasons why the application is urgent and why the applicant will not be afforded substantial redress at a hearing in due course.

36. In this regard, I am not persuaded by the Department's arguments relating to self-created urgency, based as they are on the premise that the trigger event for the purposes of urgency, is 10 December 2023, that being the date on which the

Department alleges that My Peace Investments became aware of its claim against Ben Peta for non-payment of monies due in terms of the SLA. Nor am I persuaded that My Peace Investments unduly delayed in pursuing its claim against Ben Peta and that the present application falls to be struck from the roll due to self-created urgency for that reason. Both arguments and the underlying premises on which they are based, are in my view unavailing.

37. It does not in my view assist the Department to resist the urgency of the application by pointing to the lengthy previous history of requests and demands from My Peace Investments to Ben Peta regarding the monies it was owed in terms of the SLA for the work it had done on the project. What matters for the purposes of urgency is not these repeated and unsuccessful steps that My Peace Investments took in relation to Ben Peta to obtain the payment due to it, but the steps which were taken in relation to the Department and the outcome of those steps. In this regard, there is no serious dispute on the papers that it was only on 25 April 2024 that there was any formal written confirmation to My Peace Investments from the Department, by way of Ms. Harrison's email on that date, that payments had already been paid to Ben Peta and more importantly, that the Department was in the process of finalizing the certification of further works carried out on the project and that process would determine if further payment might be due to Ben Peta or not. Notably, the correspondence from the Department on 25 April 2024 made it clear that the Department would not be providing the undertaking requested by MMH on 17 April 2024 for the Department to stay all payments due to Ben Peta in respect of the project. No undertaking to stay further payments was provided either in relation to the action proceedings which MMH indicated were to be brought or for that matter, in relation to the present application, notice of which was given in the letter from MMH on 17 April 2024.

38. This application was launched by My Peace Investments on 7 May 2024, just over a week after the Department's response on 25 April 2024. In my view, this could hardly be said to be a case of an applicant having rested on its laurels by delaying with the institution of urgent legal proceedings after it became apparent that litigation was then

its only recourse. A court will be slow to effectively non-suit a party seeking urgent relief in circumstances where that party has first made reasonable efforts to resolve its dispute with an opposing party instead of hurriedly rushing off to court.

39. Litigation is a time consuming and expensive business. It is dilatory conduct in its institution which is the mischief sought to be sanctioned by the rule against self-created urgency, not good faith and reasonable attempts to settle disputes before litigation is resorted to in the first place.

40. As to the second leg of the requirement postulated by Rule 6(12), the absence of substantial redress at a hearing in due course, My Peace Investments contends that if it is unable at this stage to secure the monies owed to it in respect of the construction project on which it expended its own finances to facilitate, this will most certainly be a death nail to its ability as a small enterprise to further conduct its business. In addition, it contends that if it were forced to institute proceedings in the normal course and obtain judgment against Ben Peta, which does not appear to have the means to satisfy a future judgment debt, this could prove to be an exorbitant and lengthy exercise in futility. I agree with Mr. Zazeraaj who appeared for the applicant, that in the context of commercial matters and depending on the facts of each case, a crippling commercial loss, such as that which My Peace Investments portends it will suffer if interim interdictory relief is refused, is a factor which a court may legitimately consider when determining whether an urgent hearing is justified.

41. In my judgment My Peace Investments has demonstrated that the matter is urgent and that it will not be afforded substantial redress at a hearing in due course. The applicant's non-compliance with the Uniform Rules is accordingly condoned and leave is granted for the application to be heard as one of urgency.

Merits

42. The granting of an interim interdict pending the determination of an action is an

extraordinary remedy which lies within the discretionary power of the court. In the exercise of that discretion, the court will consider the applicant's prospects of success in the pending action and weigh up in the scales the harm which the respondent will suffer if the interdict is granted and the respondent turns out to be right, against on the other hand the harm which the applicant might sustain if interim relief is refused and the applicant ultimately turns out to be right in the action.

43. The requirements for the granting of an interim interdict have been well established in our law since *Setlogelo's* case over a century ago.¹ An applicant seeking an interim interdict must demonstrate: a) a prima facie right even if it is open to some doubt; (b) injury actually committed or reasonably apprehended; (c) the balance of convenience and (d) the absence of similar protection by any other remedy.

44. As to the requirement of the prima facie right relied on by My Peace Investments, it was contended on its behalf that this was the right which it derived from the SLA concluded with Ben Peta in terms of which My Peace Investments was entitled to payment of the amounts agreed for the services rendered on the project and in respect of which there had been a breach by Ben Peta notwithstanding that it had received payment from the Department.

45. That such payment to Ben Peta, in an amount apparently in excess of R1 million was in fact made by the Department is common cause on the papers. As is the fact that the SLA provided for Ben Peta to make payment to My Peace Investments within 5 days of receipt of payment from the Department.

46. I am in this regard unpersuaded by the Department's argument that no legal cause of action has been established by My Peace Investments because there is no contractual relationship between it and the Department. To my mind the argument is erroneous. The point is not whether My Peace Investments has an enforceable right to claim payment of the amounts due to it directly from the Department. It does not advance

¹ *Setlogelo v Setlogelo* 914 AD 221 at 227.

such a claim. The point is whether the applicant has established a *prima facie* right to an order restraining the Department, on an interim basis and *pendente lite*, from making further payments to Ben Peta of amounts rightfully due to it for services rendered in terms of an agreement which Ben Peta has breached, notwithstanding having received part payment from the Department. In my view, My Peace Investments has demonstrated such a right at least on a *prima facie* basis even though it may be open to some doubt.

47. With regard to harm reasonably apprehended, there is no serious dispute on the papers that My Peace Investments at its own cost and using its own resources, completed the majority of the civil engineering works on the construction project, which Ben Peta failed to complete in compliance with its contractual obligations with the Department. Nor is it factually disputed that in the absence of interim relief *pendente lite*, My Peace Investments will suffer further harm including reputational damage arising from failure to complete other projects due to lack of cash flow. This requirement for an interim interdict has in my view been established as well.

48. The balance of convenience in my judgment favours the granting of interim relief *pendente lite*. In this regard, it is a noticeable feature of this case that the Department has not contended that it will suffer any degree of prejudice or harm by the granting of interim relief restraining further payments to Ben Peta pending the determination of the action proceedings which My Peace Investments has instituted for payment of the monies contractually due to it by Ben Peta. I see none.

49. Nor has it sustainably been contended that My Peace Investments may avail itself of an alternative remedy to obtain payment from an entity which has ignored its repeated pleas, entreaties and demands for payment of amounts lawfully due and which the evidence demonstrates to be lacking in assets to satisfy an exigible judgment debt obtained in due course.

50. In my judgment, My Peace Investments has established the requirements for an

interim interdict *pendente lite* restraining further payments to Ben Peta pending the determination of the action proceedings.

Costs

51. As to costs, while it is so that costs are generally not awarded in proceedings for interim relief and left for determination by the court which ultimately hears the matter, a costs order against the Department is in my view justified in the circumstances of this case. My Peace Investments was compelled to institute the application after failing to obtain an undertaking from the Department to stay further payments pending the determination of the action proceedings. No undertaking was provided even pending the institution of this application, which then had to be brought as a matter of urgency. And then when the application itself was brought, no demonstrable prejudice was suggested or advanced by the Department in relation to the granting of interim relief pending the determination of the action proceedings. This notwithstanding the absence of any factual dispute being raised regarding the work performed by My Peace Investments on the project, its non-payment despite Ben Peta having been paid by the Department and the harm which would ensue if further payments were made to Ben Peta for work and costs which in fact had been performed and incurred by My Peace Investments.

Conclusion

52. In the result, an order in the following terms shall issue:

52.1 The applicant's non-compliance with the Uniform Rules of Court is condoned and leave is granted for this application to be heard as one of urgency.

52.2 Pending the final determination of the action proceedings instituted by the applicant on 25 April 2024 under case no. 8513/2024 ("the action proceedings"):

52.2.1 The second respondent is interdicted and restrained from releasing or paying the sum of One Million Eight Hundred and Eight Thousand, Five Hundred and Seventy Two Rand and Nineteen Cents (R1 808 572.19) or any lesser amount to the third respondent in respect of the project known as Pilot Wastewater Treatment Package Plant ("the project") at the Welgemeend NGK Primary School.

52.2.2 The second respondent is directed to preserve the amounts set out in paragraph 52.2.1 above, pending the finalization of the aforementioned action proceedings.

52.2.3 The second respondent is directed to pay to the applicant the amount awarded to the applicant in a judgment against the third respondent on finalization of the action proceedings or any lesser amount held or preserved in terms of paragraph 52.2.2 above.

52.3 The second respondent shall pay the costs of the application on scale B.

S G MAGARDIE
Acting Judge of the High Court
Western Cape Division

APPEARANCES:

For the Applicant: Adv L Zazeraaj

Instructed by Marais Muller Hendricks Attorneys

For the Second Respondent: Adv K Ngqata

Instructed by State Attorney, Cape Town

Date of hearing: 15 May 2024

Date of judgment: 3 July 2024 (revised: 4 July 2024)