ORIGINAL

IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL LOCAL DIVISION, DURBAN

Reportable

Case no: D13702/2024

In the matter between:

RGS GROUP HOLDINGS LIMITED	Applicant
and	
TONGAAT HULETT LIMITED (IN BUSINESS RESCUE)	First Respondent
TREVOR JOHN MURGATROYD N.O	Second Respondent
PETRUS FRANCOIS VAN DER STEEN N.O	Third Respondent
GERHARD CONRAD ALBERTYN N.O	Fourth Respondent
VISION INVESTMENTS 155 (PTY) LTD	Fifth Respondent
TERRIS AGRIPRO (MAURITIUS)	Sixth Respondent
REMOGGO (MAURITIUS) PCC	Seventh Respondent

GUMA AGRI AND FOOD SECURITY LTD (MAURITIUS)	Eighth Respondent
ALMOIZ NA HOLDINGS LIMITED (UNITED ARAB EMIRATES)	Ninth Respondent
THE LENDER GROUP OF TONGAAT HULETT LIMITED	Tenth Respondent
MOHINI SINGARI NAIDOO t/a POWERTRANS SALES AND SERVICE	Eleventh Respondent
THE AFFECTED PERSONS IN THE FIRST RESPONDENT'S BUSINESS RESCUE	Twelfth Respondent

Coram: M E Nkosi J
Heard: 29 January 2024
Delivered: 18 February 2024

ORDER

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1. Part A of the application is dismissed for lack of urgency, and for failure of the applicant to satisfy the requirements of an interim interdict.
2. Part B of the application is adjourned *sine die.*

3. RGS is granted leave to supplement its founding affidavit prior to the hearing of Part 'B', and the second to ninth respondents are granted leave to deliver further affidavits in response to such affidavit.
4. The applicant is ordered to pay the costs of Part 'A' of the application on scale C, such costs to include the costs of two counsel, where employed.

JUDGMENT

M E Nkosi J

Introduction

[1] Tongaat Hulett Limited (THL), the first respondent herein, has significant sugarcane processing facilities in the Province of KwaZulu-Natal (KZN). It employs approximately 22 927 people,[1] and is the primary source of income to the sugarcane growing communities in various parts of KZN. The company's contribution to the economy of KZN is significant, and its operations transcend the borders of South Africa to other neighbouring countries, including Botswana, Mozambique and Zimbabwe. It is for this reason that the announcement that THL had voluntarily began business rescue proceedings on 27 October 2022 sent shockwaves that threatened not only the KZN economy, but the broader South African economy as well.

[1] Information sourced from the THL website (available at www.tongaat.com).

[2] It is within the context of its economic role in KZN that THL has been the centre of protracted litigation between some of its creditors and the Business Rescue Practitioners ('BRPs') who are appointed jointly in terms of Chapter 6 of the Companies Act ('the Companies Act')[2] tasked with overseeing THL during business rescue proceedings and to facilitate its rehabilitation. This application is brought by RGS Group Holdings Limited ('RGS'), which is one of THL's many creditors. RGS is challenging the business rescue plan that was adopted by the creditors of THL on the basis that an alternative version thereof is unlawful and/or has failed.

Nature of the application and the relief sought

[3] The application was launched as a matter of urgency on 6 November 2024, and was set down for hearing on 28 November 2024. The relief sought by RGS in the application is divided into two parts, the salient features of which are couched in the following terms:

Part A

1. An interim interdict preventing the first to ninth respondents from proceeding with or in any way progressing or implementing the 'Vision Asset Transaction' in terms of which all the assets of THL will be transferred to the fifth respondent ('Vision'), or any other entity nominated by the fifth to ninth respondents ('the Vision Parties'), following which THL will be delisted and liquidated.
2. An order directing the BRPs to publish the following information required by RGS on THL's business rescue website within seven business days:

[2] Companies Act 71 of 2008.

(a) A statement providing all the information contemplated in sections 150(2)*(c)*, 150(3), and 150(4) of the Companies Act in relation to the Vision Asset Transaction;

(b) A comprehensive description of all the agreements and transactions that have been concluded / are intended to be concluded in terms of the Vision Asset Transaction, including all the main steps in those transactions;

(c) A statement confirming whether or not the Industrial Development Corporation of South Africa ('the IDC'), in its capacity as a post commencement finance creditor of THL, has consented to the Vision Asset Transaction.

3. An order directing the Vision Parties to provide the following information (and/or documentation) to the BRPs for publication on THL's business rescue website within seven business days:

(a) Copies of all the versions, that is, the current version as well as the past versions, of the Acquisition Agreement concluded between the Vision Parties and the Lender Group[3] of THL in terms of which the Vision Parties were / are to acquire the Lender Group's claims and security in the business rescue of THL ('the Acquisition Agreement');

(b) Proof of all payment(s) made by the Vision Parties to the Lender Group in terms of the Acquisition Agreement, including the amount(s) of such payments;

(c) Proof that the Lender Group has transferred all its claims and security in the THL business rescue to the Vision Parties, alternatively proof of

[3] A group of 13 banks and financial institutions which together hold the largest claim against THL in the approximate amount of R8,5 billion.

the nature and extent of such claims and security as have been transferred;

(d) Confirmation under oath that they have not concluded and will not in future conclude any agreement(s) with the Lender Group in terms of which, whether directly or indirectly, any of THL's assets (including any such assets which are intended to be transferred under the Vision Asset Transaction) will be sold upon or after the conclusion of THL's business rescue in order to apply the proceeds of such sale(s) to settle any amount(s) due:

(i) by the Vision Parties to the Lender Group, whether under the Acquisition Agreement or otherwise:

(ii) to any other creditor(s) of THL.

4. An order granting RGS leave to supplement its founding affidavit prior to the hearing of Part B.
5. An order that the costs of Part A be paid by the first to ninth respondents, in addition to any party opposing the relief sought in Part A, on scale C, including the costs of two counsel where so employed.

Part B

1. An order that the business rescue plan adopted in relation to THL on 11 January 2024 be set aside.
2. An order that the costs of Part B be paid by the first to ninth respondents, in addition to any party opposing the relief sought in Part A, on scale C, including the costs of two counsel where employed.

Factual background

[4] The factual background to the matter, briefly stated, is that on 27 October 2022 THL was placed in business rescue, and the BRPs were appointed as its joint business rescue practitioners. RGS is one of more than 1 000 admitted creditors of THL, with proven claims exceeding R13 billion. The Lender Group is by far the largest creditor, with secured claims of approximately R8,5 billion.

[5] On 10 and 11 January 2024 the BRPs convened and presided over a meeting of creditors for the purpose of considering the business rescue plan for adoption by the creditors. Prior to the date of the meeting there were two proposed business rescue plans that the BRPs were planning to put before the creditors for a vote. One was proposed by Vision ('the Vision Plan') and the other by RGS ('the RGS Plan'). However, RGS withdrew its Plan a day before the meeting, which left the Vision Plan as the only plan that was put by the BRPs before the creditors for consideration.

Approval of the Vision Plan

[6] Being the only Plan available for approval, the Vision Plan was approved and adopted by 98.51 per cent of the creditors who voted at the meeting. RGS voted against its approval. The salient features of the Vision Plan are essentially a debt-to-equity conversion ('the Conversion') in terms of which Vision would acquire shares in THL in exchange for acquiring some or all of the Lender Group's claims against THL.

[7] Alternatively, if for whatever reason Vision failed to secure the consents and/or approvals required for the Conversion, as an integral part of the proposals in the Vision Plan the transaction would be switched from the Conversion to the sale of THL assets and businesses as going concerns ('the Asset Sale') on the basis that:

'(a) payment for such assets will be effected by way of a set off against the Secured Claims then held by the Vision Parties;

(b) suitable arrangements being made for payment of the full balance outstanding in respect of the IDC PFC Facility;

(c) the sale of THL's assets and businesses will be to an entity nominated by the Vision Parties;

(d) unsecured Creditors and Secured Creditors would otherwise be treated as contemplated in the currently contemplated Vision Transactions;

(e) the Vision Parties will ensure that THL has sufficient funds to enable it to implement this Business Rescue Plan;

(f) the sale of THL's assets will be subject to the requisite regulatory and other approvals common for transactions of this nature in each jurisdiction;

(g) once it has sold its assets and businesses (as going concerns), THL will be delisted from the JSE and liquidated (noting that its shares would have nil value); and

(h) to the fullest extent possible Vision Parties and the BRPs will seek to structure the implementation of this Business Rescue Plan such that all stakeholders, other than Shareholders and the JSE as a result of the delisting / liquidation of THL, will be in substantially the same position as they would have been had the originally contemplated Vision Transactions been implemented.'

[8] On 8 August 2024 a Special General Meeting of THL's shareholders ('the SGM') was convened and held where the special resolution for the adoption of the Conversion was tabled for consideration by the THL's shareholders. The Conversion was rejected by the shareholders. This resulted in the BRPs causing notices to be published on the JSE Stock Exchange News Services on the same date advising the affected persons and shareholders that consequent upon the rejection of the Conversion by the shareholders, the BRPs would continue to implement the Asset Sale alternative that formed an integral part of the Vision Plan.

The issues

[9] Against the factual background set out above, the issues for determination by this court for purposes of Part A are:

(a) whether the matter is urgent;

(b) whether RGS was required to obtain leave of this court to commence legal proceedings in relation to property belonging to THL in terms of s 133(1)*(b)* of the Companies Act;

(c) whether RGS has satisfied the requirements of an interim interdict; and

(d) whether RGS has made out a case to warrant this court ordering the BRPs not to proceed with the implementation of the Vision Plan pending the final determination of the relief sought under Part B.

Urgency

[10] On the issue of urgency, an applicant in an urgent application is required in terms of Uniform rule 6(12)*(b)* to set forth explicitly in its founding affidavit the circumstances which it is averred render the matter urgent, as well as the reasons why the applicant claims that it could not be afforded substantial redress at a hearing in due course. In practice that requirement extends to the legal practitioners, who must carefully analyse the facts of each case to determine whether there are, indeed, circumstances which render the matter urgent before they sign a certificate to that effect in accordance with the requirements of the various divisions of the High Court.[4]

[11] In the present case, it is contended by RGS in its founding affidavit that the matter is urgent because of the following reasons:

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[4] *Luna Meubel Vervaardigers (Edms) Bpk v Makin and Another (t/a Makin's Furniture Manufacturers)* 1977 (4) SA 135 (W) at 137E-F.

(a) the Asset Sale will culminate in the delisting and liquidation of THL, the result which can never be undone as it would signal the death of a 132-year-old company; precisely the outcome that the business rescue process in general and the Adopted Plan in particular are designed to avoid;

(b) the BRPs have confirmed that they are proceeding to implement the Asset Sale without first seeking further approval from either the creditors or the shareholders, and despite their ignorance regarding the status of the Acquisition; and

(c) in correspondence exchanged prior to the filing of the application, the BRPs indicated that they were informed by the Vision Parties and the Lender Group that (i) the Acquisition Agreement remains in place; and (ii) that the balance of the purchase price due by Vision thereunder is payable by 31 December 2024.

[12] In addition to the above, it was argued by Mr *Dickerson SC*, who appeared with Mr *Kotze* on behalf of RGS, that neither the BRPs nor Vision have given any indication as to whether and when the acquisition will be achieved, and when the Asset Sale will be implemented. Furthermore, so he argued, RGS's demands for both an implementation timetable and the production of essential information have been ignored and/or refused.

[13] With due respect to Mr *Dickerson*, the fact of the matter is that the reasons advanced by RGS for urgency have been in existence since November 2023 when the Vision Plan was first published. As indicated elsewhere in this judgment, it was expressly stipulated in that Plan that if for whatever reason the Conversion failed, the transaction would be switched from the Conversion to the Asset Sale as an alternative. Therefore, if RGS had any concerns about the alleged unlawfulness of

the Asset Sale contained in the Plan, as an alternative, it should have applied for an interdict to stop the vote on such Plan. Instead, RGS participated in the vote and voted against the adoption of the Vision Plan.

[14] Furthermore, it was not disputed by RGS that it opposed an application that was brought by another creditor, namely, RCL Foods and Sugar Milling (Pty) Ltd, in December 2023 to interdict the holding of the creditors' meeting. A month thereafter, on 1 February 2024, RGS intervened in an application that was brought by Powertrans Sales and Service ('Powertrans'), which is another creditor of THL and is cited as the eleventh respondent in this application. Just like RGS in this case, the relief sought by Powertrans in the aforesaid application was to interdict the implementation of the Vision Plan pending an application to set it aside. RGS supported that relief.

[15] Part A of the Powertrans application was struck from the roll for want of urgency, and RGS elected not to persist with its challenge of the Vision Plan. Powertrans withdrew Part B of its application, but only to bring a second application on 5 April 2024 seeking similar relief. The pleadings in the second Powertrans application closed in July 2024, but no steps have been taken by Powertrans to date to bring that application to finality. RGS did not intervene in the second Powertrans application, but is believed by the Vision Parties to have funded Powertrans in that litigation.

[16] In any event, RGS has not provided any explanation for its delay in instituting proceedings to interdict the implementation of the Vision Plan, nor has it shown to the satisfaction of this court that it cannot be afforded substantial redress at a hearing

in due course.[5] If RGS was genuinely concerned about the Asset Sale being unlawful and/or in contravention of s 150 of the Companies Act, it ought to have interdicted the BRPs from tabling that Plan for consideration at the creditors' meeting held on 10 and 11 January 2024.

[17] RGS failed to seek interdictory relief even after a notice was published by the BRPs on 8 August 2024 advising THL shareholders and other affected persons that they were proceeding to implement the Asset Sale alternative following the rejection of the Conversion by the shareholders. There is also no legal basis for the submission made by Mr *Dickerson* that the Asset Sale alternative was supposed to be tabled before the THL creditors for approval prior to its implementation by the BRPs. The Asset Sale alternative was an integral part of the Vision Plan that was approved by the creditors on 11 January 2024.

[18] In view of the aforegoing, I see no reason for this court to entertain Part A of RGS's application on the basis of urgency. Ordinarily, the proper order in the circumstances of this case would be to strike off with costs Part A of RSG's application, thus leaving it open for RGS to reinstate the matter on the roll for determination by this court in the normal course. However, this will be pointless, in my view, if the relief sought in Part A of the application would be without any prospects of success even if it is reinstated on the roll for hearing in due course.

[19] Therefore, for the sake of completeness, I am now proceeding to consider the other issues that are raised by the parties for determination by this court, including the requirements of an interdict. This will leave Part B of the application pending for

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[5] *East-Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Ltd and Others* [2011] ZAGPJHC 196 para 9; *AG v DG* 2017 (2) SA 409 (GJ) para 7.

determination by the court at a later stage, that is, if RGS decides to set it down for hearing.

Whether RGS required leave of the court in terms of s 133(1)(b) of the Companies Act to commence legal proceedings against, inter alia, THL and the BRPs?

[20] To put this issue in a proper context, a point *in limine* was raised by the BRPs that RGS failed to obtain leave of the court to institute legal proceedings against, *inter alia,* THL and the BRPs when it was legally required to do so in terms of s 133(1)*(b)* of the Companies Act. For a sense of perspective, s 133 of the Companies Act imposes a general moratorium on legal proceedings against a company in business rescue or in relation to any property belonging to such company. It is only with the consent of the business rescue practitioner of the company, or with the leave of the court on such terms as it may consider suitable, that legal proceedings may be commenced or proceeded with against a company in business rescue.

[21] It was submitted by Mr *Subel SC*, who appeared with Messrs *Goodman SC* and *Mathiba* on behalf of the BRPs, that it was mandatory for RGS to obtain leave of the court as a prerequisite to commence legal proceedings against THL, or in relation to any property belonging to it. The submission of Mr *Dickerson*, on the other hand, was that although there are conflicting decisions on the issue,[6] the preponderance of authority is that leave to commence legal proceedings under s 33(1)*(b)* of the Companies Act is not required in matters pertaining to the 'implementation' of a business rescue plan.

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[6] See the commentary in Delport *Henochsberg on the Companies Act 71 of 2008* (Service Issue 36) at 526(12)-(18).

[22] According to Mr *Dickerson*, leave of the court was not a prerequisite for RGS to institute legal proceedings in this case. The reason, in his submission, is because these proceedings are not directed against the company and/or its property. Therefore, they do not disturb the objectives of the moratorium, which is to give the company financial breathing space by preventing the enforcement of its debts.[7] For authority in support of his argument, Mr *Dickerson* referred me to the case of *Moodley v On Digital Media (Pty) Ltd and Others*,[8] where the court held, *inter alia*, that:

'[10]...Legal proceedings ... which seek that an adopted business rescue plan be executed and implemented strictly according to its terms and in accordance with the applicable provisions of the Companies Act, are legal proceedings against the business rescue practitioner *and* the company in business rescue in connection with the business rescue plan. They are not legal proceedings against the company or property belonging to the company or lawfully in its possession within the meaning of s 133(1).

[11] Section 133, therefore, finds no application in legal proceedings against a company in business rescue and its business rescue practitioner in connection with the business rescue plan, including its interpretation and execution towards implementation...'

[23] With due respect to the Learned Judge in *Moodley*, I think the proposition that s 133 is not applicable to legal proceedings against a company in business rescue and its business rescue practitioner in connection with the business rescue plan, including its interpretation and execution towards implementation, is rather dangerous. For one, there is no guarantee that if the legal proceedings against a company in business rescue and its business rescue practitioner are in connection with the business rescue plan such proceedings will not have an effect, directly or

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[7] *Moodley v On Digital Media (Pty) Ltd and Others* 2014 (6) SA 279 (GJ) para 9; *Arendse and Others v Van Der Merwe and Another NNO* 2016 (6) SA 490 (GJ) para 14.
[8] *Moodley* ibid.

indirectly, on the property belonging to the company. Although the decision in *Moodley* was subsequently followed in a number of other decisions[9], I share the view expressed by *Sher AJ* in *Booysen v Jonkheer Boerewynmakery (Pty) Ltd and Another*[10] that it was not correctly decided.

[24] Taken to its logical conclusion, the proposition in *Moodley* would inevitably hinder any business rescue practitioner from discharging his or her statutory duty of implementing the adopted business rescue plan so that the company in financial distress can return to financial viability as expediently as possible. In my view, it is for this very reason that written consent of the practitioner or the leave of the court is a prerequisite for legal proceedings against the company in business rescue or in relation to any property belonging to it.

[25] Based on my interpretation of the relevant provisions of s 133(1) of the Companies Act, the requirement of written consent of the practitioner or the leave of the court is required irrespective of whether or not the legal proceedings concerned are in connection with the business rescue plan. However, I am mindful of the fact that this issue has a bearing on not only Part A, but also Part B of this application. Therefore, notwithstanding the views I expressed in relation to this issue, I think it is appropriate to leave it for final determination by the court that will hear Part B of the application.

[26] At this stage, I digress momentarily to place it on record that Mr Blou SC appeared with Mr Van Kerckhoven on behalf of the Vision Parties. For obvious

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[9] See Resource Washing (Pty) Ltd v Zululand Coal Reclaimers (Pty) Ltd and Others [2015] ZAKZPHC 21; Hlumisa Investment Holdings (RF) Ltd and Another v Van der Merwe NO and Others [2015] ZAKZPHC 21

[10] Booysen v Jonkheer Boerewynmakery (Pty) Ltd and Another 2017 (4) SA 51 (WCC)

reasons, the legal arguments advanced by Mr Blou were aligned with those of Mr Subel, hence I did not deem it necessary to restate same in this judgment. Besides, I think the arguments of Mr Blou are directed primarily at Part 'B' of the application, as opposed to Part 'A.'

Whether RGS has satisfied the requirements for an interim interdict?

[27] The requirements for an interim interdict are trite. Therefore, I do not think that it is necessary to provide an elaborate explanation of the circumstances under which the court may be prepared to grant such relief. It suffices to merely mention the basic requirements for an interdict for the purposes of this judgment. These include:

(a) a *prima facie* right that might be open to some doubt;

(b) a reasonable apprehension of irreparable and imminent harm to the applicant if the interdict is not granted;

(c) the absence of an alternative remedy; and

(d) the balance of convenience.[11]

A prima facie right

[28] Starting with the requirement of a *prima facie* right, it is contended by RGS that by virtue of being a creditor of THL, it has a right to a lawful business rescue process that adheres to the mandatory governing provisions of the Companies Act. In response, the BRPs' contention is that RGS is essentially seeking to interdict them from exercising the statutory powers entrusted upon them in terms of s 140(1)*(d)* read with s 152(5) of the Companies Act. In support of the BRPs' argument I was referred by Mr *Subel* to the case of *Tshwane City v Afriforum and Another*,[12] where

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[11] See *Setlogelo v Setlogelo* 1914 AD 221 at 229; *Webster v Mitchell* 1948 (1) SA 1186 (W).

[12] *Tshwane City v Afriforum and Another* 2016 (6) SA 279 (CC) para 43.

the Constitutional Court quoted with approval the following statement that was made by a full bench of the Cape Provincial Division in *Gool v Minister of Justice and Another:*[13]

'...Even the common law recognises that courts should exercise the power to grant an interdict restraining the exercise statutory powers, "only ... in exceptional circumstances and when a strong case is made out for relief".'

[29] Of course, the contention of RGS is based on the premise that the implementation of the alternative version of the Vision Plan by the BRPs is unlawful, which is the relief sought in Part B of RGS's application. In the circumstances, it accordingly follows that it is only in the event that RGS is successful in respect of Part B of its application that the court hearing that part of the application may make a determination as to whether or not RGS had a *prima facie* right to interdict the BRPs from exercising the statutory powers entrusted upon them in terms of the Companies Act. Such determination is not necessary at this stage of the proceedings.

Reasonable apprehension of irreparable harm

[30] This brings me to the second requirement of a reasonable apprehension of irreparable and imminent harm. It is contended by RGS that a combined delisting and liquidation envisaged in the Asset Sale is the worst-case scenario for THL, its employees, creditors, trading partners and the KZN economy. Should the Vision Asset Transaction be implemented in circumstances where Vision has not paid for the acquisition and/or will sell the THL's assets in order to repay the Lender Group, all affected persons in THL's business rescue would suffer irreparable harm.

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[13] Gool v Minister of Justice and Another 1955 (2) SA 682 (C) at 688FC.

[31] The BRPs' contention, on the other hand, is that RGS's contentions are baseless because: firstly, the implementation of the Alternative Plan will be more beneficial to all concerned, including the employees and creditors of THL, because the existing contractual relationships between THL and other parties will be transferred seamlessly to the relevant Vision entity or its nominee, and; secondly, the Lender Group and Vision have confirmed that the Alternative Plan should be capable of implementation irrespective of whether the secured claims are owned by the Lender Group or by Vision.

[32] According to my understanding, the irreparable harm alleged by RGS is based on mere speculation that Vision may not be in a position to raise sufficient funding for the acquisition of THL assets. By its own admission, RGS was not privy to the actual contents of the Acquisition Agreement between Vision and the Lender Group, which is one of the reasons it decided to bring this application. In my view, mere speculation as to what may or may not happen cannot be equated to the well-grounded apprehension of irreparable harm to justify the drastic remedy of an interim interdict sought by RGS in these proceedings.

Alternative remedy

[33] RGS contends that it has no alternative remedy by which to protect its rights. However, the fact of the matter is that if it genuinely believes that the Alternative Plan is unlawful, it can proceed to set down for hearing Part B of its application with a view to impugn such Plan. Judging by the time it has taken the BRPs to implement the Alternative Plan, my view is that RGS could have very well proceeded with its challenge of the lawfulness of that Plan without first seeking an interim interdict.

Balance of convenience

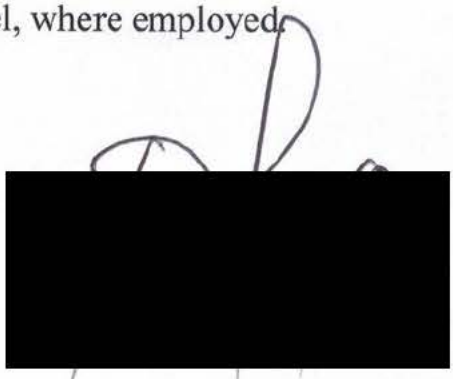
[34] It is alleged by RGS that the balance of convenience favours the granting of an interdict because, *inter alia,* THL and Vision stand to suffer little to no prejudice if the interim relief is granted. With respect, I disagree with such proposition. As I indicated at the hearing of this matter, the granting of an interdict, whether final or interim, will result in the business rescue proceedings virtually collapsing because of the time it is likely to take for the matter to be set down for hearing on the opposed motion roll. Even then, chances are that whatever decision is made by the court after hearing the application is more than likely to be taken on appeal, which would probably take years to finalise and surely result in the final liquidation of THL.

[35] The other cause for concern is, of course, the conditional extension of the THL Post-Commencement Finance Facility ('the PCFF') by the IDC until 29 August 2025. It was expressly stipulated by the IDC in its letter dated 12 December 2024 addressed to the BRPs that the RGS application was, on its launch, an event of default in terms of the relevant Agreement with the BRPs in that it constitutes a challenge by a party to the business rescue proceedings or the implementation of the adopted Plan by the BRPs. The IDC reserved its right to cancel the Agreement if the interdict sought by RGS is granted. This, in my view, weighs the balance of convenience heavily against the granting of an interim interdict.

[36] In the result, I find that RGS has failed, firstly, to make out a case for urgency and, secondly, to satisfy the requirements for an interdict. I accordingly make an order in the following terms:

Order

1. Part A of the application is dismissed for lack of urgency, and for failure of the applicant to satisfy the requirements of an interim interdict.
2. Part B of the application is adjourned *sine die.*
3. RGS is granted leave to supplement its founding affidavit prior to the hearing of Part 'B', and the second to ninth respondents are granted leave to deliver further affidavits in response to such affidavit.
4. The applicant is ordered to pay the costs of Part 'A' of the application on scale C, such costs to include the costs of two counsel, where employed.



ME NKOSI

JUDGE

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Date of Hearing:	29 January 2025
Date of Judgment:	18 February 2025