



**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

CASE NO: 2024-124556

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED.
04/06/2025	
DATE	 SIGNATURE

In the matter between:

RAND WATER

Applicant

And

TAROLINE (PTY) LTD

First Respondent

**ZUIKERBOSCH BIOCAL PRODUCTS CC &
TAROLINE (PTY) LTD JOINT VENTURE**

Second Respondent

MILLS & GROENEWALD ATTORNEYS

Third Respondent

SHERIFF SANDTON SOUTH

Fourth Respondent

NEDBANK LIMITED

Fifth Respondent

JUDGMENT

MBONGWE J:

INTRODUCTION

- [1] This opposed application was brought on urgency in terms of Rule 6 (12) of the Uniform Rules of the Court and served before me on 31 October 2024. The applicant sought an order declaring a writ of execution in favour of the first respondent for the recovery of R 20 157 445.90 invalid and setting it aside, alternatively, the suspension of the execution of such writ. Having heard the arguments and considered the matter, this court gave an *ex-tempore* judgment in terms of which the writ concerned was declared invalid and set aside.
- [2] Counsel for the parties were requested to submit their heads of argument on the issues argued and costs. This was done, albeit later than the agreed dates – on 19 December 2024 and 7 January 2025 by the Applicant and First Respondent, respectively.

BRIEF BACKGROUND FACTS

- [3] Taroline (Pty) Ltd, the First Respondent and an entity called Zuikerbosch Biocal Products CC formed a joint venture, the second respondent, which was awarded a tender by Rand Water for the removal of sludge. Rand water and the second respondent subsequently concluded a written agreement in terms of which any dispute that may arise between the two parties shall be referred to arbitration.

[4] In 2016 the second respondent had issued summons in this court under case number 52056/16 against Rand Water for payment of the amount of R23 671 673.68, which amount was subsequently upheld by the arbitrator, Ezra Goldstein who on 24 May 2016 issued the award in favour of the second respondent. During the arbitration the arbitrator had made an interim award for payment of R2 093 221.03, which Rand Water duly paid.

[5] Rand Water instituted proceedings in this court seeking the review and setting aside of the arbitration award. The review application came before Meyer J in the matter of **Rand Water v Zuikerbosch Biocal Products CC and Taroline (PTY) LTD Joint Venture & Another, case number (52056/16) [2018] ZAGPPHC 679**. The amount concerned was now the balance of R21 668 452.60. Meyer J made the following order:

5.1 The award of R1 511 006.70 forming part of the award of R21 668 452.60 is set aside as well as for the payment of interest on the amount of R1 511 006.70 at 9% per annum from 11 May 2015, as set out in paragraph [277] A.2.2.3 of the award.

5.2 The first respondent is ordered to pay 10% of the applicant's costs of this application, including the costs of two counsel, one of whom a senior counsel.

5.3 The applicant is ordered to pay 90% of the first respondent's costs of the application, including those of senior counsel.

- [6] The reason for the deduction of R 1 511 006.70, Meyer J found, was that such amount was in respect of the sludge that had been removed prior to the conclusion of the contract. The total debt was, therefore R20 157 445.90.
- [7] It is necessary to state that the second respondent (joint venture) in the present proceedings was represented in both the arbitration and the review proceedings by the third respondent attorneys.

SETTLEMENT OF THE DEBT

- [8] Following the judgment of Meyer J, the attorneys of both Rand Water and the second respondent engaged in the calculation of the amounts owed, including interest as per the judgment.
- [9] On 8 November 2018, both parties' attorneys agreed that the total debt including interest was the amount of R31 305 659.00. This amount was duly paid to the second respondent's attorneys, Mills & Groenewald on 27 November 2018, thus extinguishing the debt.

ANALYSIS AND FINDINGS

- [10] The first respondent, although forming part of the second respondent, was not on its own a party to the proceedings and;

10.1 had no *locus standi* to seek to recover a debt, even if there was any, on behalf of the second respondent, let alone to have and execute the writ sought to be set aside in this application.

10.2 Besides, Rand Water had long made full payment of its debt to the second Respondent's attorneys when the writ of execution was issued on 24 October 2024.

CONCLUSION

[11] It is on the basis of the findings above stated, that this court granted the relief sought in the urgent application.

COSTS

[12] The general rule that costs follow the result finds application in this case.

ORDER

1. The writ of execution for the recovery of the R20 157 445.90 from the Applicant is declared invalid and set aside;
2. The first respondent is ordered to pay the costs of this application, including the costs consequent upon the employment of senior counsel.

[REDACTED]
MPN MBONGWE
JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

Appearances:

For the Applicant: Adv M Sello SC
Instructed by: Cliffe Dekker Hofmeyr

For the First Respondent: Adv T Hlokwe
Instructed by: Mohale Incorporated

Date of hearing: 31 October 2024

Date of Order: 31 October 2024

Date of Judgment: 04 June 2025