

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

CASE NUMBER: 2025-088917

DELETE WHICHEVER IS NOT APPLICABLE

1.REPORTABLE: NO

2.OF INTEREST TO OTHER JUDGES: NO

3.REVISED: NO

14 AUGUST 2025

Judge Dippenaar

In the matter between:

CHRISTINE VEENA GOVINDSAMY
KREETIV COMMUNICATIONS CC

FIRST APPLICANT
SECOND APPLICANT

and

MS. MOLOGADI GERALDINE KGANAKGA
MR. ERNEST PHEEHA KGANAKGA
BOB CUTS HAIR SALON (PTY) LTD

FIRST RESPONDENT
SECOND RESPONDENT
THIRD RESPONDENT

JUDGMENT

Delivered: This judgment was handed down electronically by circulation to the parties' legal representatives by e-mail and uploading it onto the electronic platform. The date and time for hand-down is deemed to be 10h00 on the 14th of AUGUST 2025.

DIPPENAAR J:

[1] The facts in this urgent application constitute a cautionary tale of abuse of process.

[2] The first applicant, Ms Govindsamy is the sole member of the second applicant, Kreetiv Communications CC ('Kreetiv'). The first respondent is Mrs Kganakga, who is the sole director of the third respondent, Bob Cuts Hair Salon (Pty) Ltd ('Bob Cuts'). She is married in community of property to the second respondent, Mr Kganakga.

[3] This is the return day of an order granted by an Acting Judge in the urgent court on 19 June 2025. Why the application was entertained in the urgent court and a *rule nisi* was granted remains unclear. From the record it does not appear that any reasons for the granting of the order were provided. At the time the *rule nisi* was granted, the parties were self-represented. The applicant is again self-represented on the return date. The respondents obtained legal representation on 14 July 2025 and are represented by an attorney and counsel.

[4] It is further unclear why the matter was again enrolled on an urgent court roll.¹ The applicants advanced no cogent reasons for the application to be heard on an urgent basis and I would have been entitled to strike the matter from the roll for this reason. However,

¹ The applicant had also enrolled the application on the unopposed motion roll but filed a notice of removal shortly before the hearing.

I was urged by the respondents to entertain the matter. Considering the facts, I am satisfied that the application is urgent from the perspective of the respondents.

[5] In relevant part, the order granted on 19 June 2025 provides as follows:

'A. URGENCY AND PROCEDURE

- 1. The application is heard as urgent under Rule 6(12) of the Uniform Rules of Court.*
- 2. Non-compliance with ordinary time periods, forms, and service rules is condoned.*

B. INTERIM RELIEF (IMMEDIATE EFFECT)

- 3. Pending the return date in Prayer D.1:*

- 1. Preservation Interdict (Rule 45):*

Respondents are restrained from selling, transferring, disposing of, encumbering, or dealing with any assets in their joint estate (movable or secondary immovable property).

- 2. Attachment Authority:*

The Sheriff is authorised to:

Attach and take custody of all movable assets and secondary immovable property of the Respondents;

Safeguard assets as security for the judgment debt.

- 3. Rule Nisi Operates as Interim Order:*

The rule nisi in Prayer C.1 is interimly [sic] effective pending the return date.

C. RULE NISI (RETURNABLE ON 5 AUGUST 2025)

- 4. Respondents to show cause on 5 AUGUST 2025 at 10:00 why final orders should not be granted:*

1. *Execution Order (Rule 46):*

Immediate execution of the judgment debt (R1,856,362.94 + interest of R866,220.49 + costs, Case No. 5772/2020) against:

Movable assets and secondary immovable property of the Respondents;

Joint estate of the First and Second Respondents

2. *Final Preservation Interdict (Rule 45):*

Finalisation of the restraint in Prayer B.3.1 until full debt settlement.

3. *Payment and Liability Declarations:*

The First Applicant is entitled to R700,000 by virtue of the cession (Annexure FA4);

The Second Applicant is entitled to the balance of the debt;

Respondents are jointly and severally liable for:

R700,000 (to First Applicant);

Balance (to Second Applicant).

4. *Execution Pending Appeal (Section 18(3)):*

Orders in Prayer C.4.1 shall not be stayed by any appeal or leave to appeal.

D. DIRECTIONS AND RETURN DATE

5. *Return Date:*

The rule nisi is returnable on 5 August 2025 at 10:00.

6. *Filing Deadlines:*²

7. *Rule 46A Compliance:*

The Sheriff must submit a Rule 46A(2)(a) report on executability of property by 30 JUNE 2025.

E. COSTS

8. *The cost for disbursements of this application (including reserved disbursement costs) are reserved.'*

[6] The applicants presently seek the following order:

'A. CONFIRMATION OF RULE NISI & FINAL EXECUTION

1. *The rule nisi issued on 18 June 2025 is confirmed to the extent set out below.*
2. *The Applicants are authorised to execute the judgment under Case No. 2020/5772 (Johannesburg), including accrued interest and costs, against the property of the First Respondent and against the joint estate of the First and Second Respondents, jointly and severally, the one paying the other to be absolved, subject to paragraphs 4–6 below.*

B. CESSION: PAYMENT DIRECTION

3. *The cession of a portion of the judgment debt is noted and given effect to:*
 - 5.1 *The first R700,000.00 (seven hundred thousand rand) shall be paid to the First Applicant;*
 - 5.2 *All amounts recovered thereafter shall be paid to the Second Applicant (Kreetiv Communications CC);*

C. MODE OF EXECUTION & SAFEGUARDS (RULES 45/46/46A)

4. *The Sheriff shall first execute against movable property, and may employ Rule 45(12) procedures for attachment of debts.*

² The dates provided are not relevant to the issues and have been excluded.

5. *If movable property is insufficient, the Sheriff may proceed against immovable property other than the primary residence, subject to Rule 46.*
6. *The primary residence of the Respondents is excluded from execution under this order unless and until a further order is obtained under Rule 46A.*

D. STAY PENDING RESCISSION / APPEAL

7. *The operation and execution of this order shall not be suspended by any application for leave to appeal or appeal in terms of section 18(3) of the Superior Courts Act 10 of 2013.*

E. COSTS

8. *The First and Second Respondents shall pay all disbursements relating to this application, jointly and severally'*

[7] It is immediately apparent that the relief, both as granted on 19 June 2025 and as sought in these proceedings is extensive and far reaching, lacks urgency and should not be determined in an urgent court. In various respects the relief is unsubstantiated on the papers, either in law or in fact or both. Considering that the applicants seek final relief, the *Plascon Evans*³ principles must be applied. The respondents' version must be accepted. It is not palpably false or untenable. As illustrated later, the applicants' affidavits and the oral submissions made at the hearing lack candour and in material respects do not disclose all the true facts.

[8] The respondents contended that the *rule nisi* should be discharged and the application dismissed. They further sought the setting aside of the attachments made by the Sheriff pursuant to various writs of execution issued by the applicants against the respondents' movable and immovable assets and a stay of execution pending the finalisation of their intended rescission application against the default judgment obtained by the applicant.

³ *Plascon Evans Paints (Pty) Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A) at 634H-625C.

[9] The respondents advanced three points *in limine*: First; that the applicants lack *locus standi* and that the default judgment underpinning the default judgment is a nullity as Kreetiv is and was at the time deregistered. Second; that the addition of the first applicant as judgment creditor, together with the joinder of the first and second respondents as judgment debtors is impermissible. Third; *lis alibi pendens*, given that an earlier urgent application launched by the applicant remains pending.

[10] The respondents further seek condonation for the late delivery of their answering affidavits. The present application was launched on 11 June 2025. According to the respondents, the application was not served on them. However, it appears that an email was sent to the first and third respondents on 11 June 2025. They must have had notice of the application as the first applicant appeared in person at the hearing in the urgent court. According to the respondents their answering papers were delivered on 15 July 2025 but were erroneously filed under an earlier urgent application launched by the applicants. The applicants did not alert them to the fact that those papers were delivered in the wrong application. Answering papers were filed in the present application on 29 July 2025, after the respondents discovered their error. It is in the interests of justice to grant the condonation sought and to hear the application on its full facts. The applicants are not prejudiced in any way.

[11] It is necessary to set out the relevant facts in some detail. Underpinning the present legal proceedings is a default judgment granted by the registrar of this court under case number 5771/2020 on 8 May 2025 in terms of r 31(5) in an amount of R1 856 362, 94, together with interests and costs on an attorney and client scale. The judgment was granted in favour of Kreetiv against Bob Cuts. At the time, Kreetiv was legally represented. It was undisputed that Kreetiv's claim was based on a breach of contract alternatively damages. Default judgment was granted after the striking of Bob Cuts' defence. Its counterclaim in the action remains pending. Significantly the Kganakgas were not parties to the action. Neither was Ms Govindsamy.

[12] That notwithstanding, the applicants have embarked on no less than two urgent applications in order to levy execution against not only Bob Cuts, but also against the Kganakgas. In these proceedings, Ms Govindsamy purports to represent both applicants. She did not seek legal representation. In her founding affidavit, Ms Govindsamy baldly and falsely alleges that judgment was granted jointly and severally against Bob Cuts and Mrs Kganakga.

[13] The first applicant, Ms Govindsamy, has simply informally joined herself to proceedings aimed at execution of a default judgment in proceedings to which she was not a party, whilst no formal order for her joinder was ever sought or granted. To do so, she relies on a 'cession' agreement, allegedly concluded between herself and Kreetiv on 22 May 2025 in terms of which R 700 000 of Kreetiv's claim was ceded to Ms Govindsamy in consideration for funding provided to Kreetiv. The cession is underpinned by a loan agreement concluded between Ms Govindsamy and Kreetiv. Both agreements are signed by Ms Govindsamy on behalf of the respective parties.

[14] On 5 June 2025, the applicants launched an urgent application under case number 2025-084572, which was removed from the roll by Raubenheimer AJ to afford the applicants an opportunity to seek legal advice on the issue of champerty⁴ in relation to the loan agreement and cession concluded between Ms Govindsamy and Kreetiv, upon which she relies for her *locus standi*. It appears that the court thus had concerns regarding the validity of the cession agreement and Ms Govindsamy's *locus standi*. (It bears mentioning that those concerns remain in the present application.) The respondents' version was not gainsaid by the applicants under oath. The respondents invoked the *lis pendens* doctrine and contend that this first urgent application remains pending and that

⁴ Champerty pertaining to litigation funding where a funder who is not a party to the dispute or the litigation agrees to finance the litigation, in return for which the funder receives a share of the litigation proceeds from the litigation proceeds if the funded party is successful in the litigation.

See *PriceWaterhouseCoopers Inc & Others v National Potato Co-operative Ltd and Another* [2015] ZASCA 2 (4 March 2015) para12, referring in fn 8 to *PriceWaterhouseCoopers Inc & Others v National Potato Co-operative Ltd and Another* 2004 (6) SA 66 (SCA).

the current application deals with the selfsame issues between the same parties based on the same cause of action.

[15] During argument, whilst not disputing that the first urgent application was removed from the roll, the applicant contended that she had withdrawn that application. Thereafter, she contended that she ‘abandoned’ it. No proof of such withdrawal was ever provided. The respondents had opposed that application and delivered opposing papers. It is highly unlikely that they would have done so if the application had indeed been formally withdrawn. Had the application been formally withdrawn in court, this would have been recorded in the court’s order. It was not. There is thus no corroboration for Ms Govindsamy’s version. That version is inconsistent with the available facts.

[16] Having regard to the trite requirements of the doctrine of *lis pendens*, they have been met as the parties and cause of action are the same and the same remedy is being pursued.⁵ It is thus open to this court to stay or dismiss the present proceedings on this basis.⁶ Once the necessary requirements have been established, it is presumed that the second application is vexatious. Here, the applicants have not established any facts that disturb such presumption. It is within a court’s powers to regulate its own procedures and in the course of doing so, to stay or dismiss proceedings in appropriate circumstances.⁷ In the present circumstances, dismissal would be appropriate.

[17] The applicants have even more fundamental issues. I agree with the respondents’ complaints regarding how Ms Govindsamy simply informally added not only herself, but also the first and second respondents as parties to the proceedings aimed at execution of the default judgment. The applicant made out no case for the validity of the cession and loan agreements relied on for Ms Govindsamy’s *locus standi* nor that they were concluded for a lawful and *bona fide* purpose. The facts indicate the opposite. Similarly,

⁵ A copy of the founding papers in the first urgent application was attached to the respondents’ answering papers.

⁶ *Legend Spunbond (Pty) Ltd v Nefdt and Another* [2025] ZAGPJHC 563 (3 June 2025) para 12.

⁷ *Caesarstone Sdot-Yam Ltd v World of Marble and Granite 2000 CC and Others* 2013 (6) SA 499 (SCA) para 49.

it was improper to simply add the first and second respondents as parties to the processes aimed at execution of the default judgment. The process employed by Ms Govindsamy is impermissible and unsustainable at law. It smacks of *mala fides*. The applicants cannot simply circumvent relevant procedures for their own convenience. To do so would constitute an abuse of process.

[18] The challenge to the *locus standi* of the applicants also has merit. In their opposing papers, the respondents provided documentary evidence in the form of a Bizportal report dated 14 July 2025, emanating from a platform developed by CIPC. The document reflects that Kreetiv was in the process of deregistration on 29 August 2014 due to annual return non-compliance. The document further reflects no further entry of importance other than that on 16 November 2024, the status of a reinstatement application was reversed to deregistration. According to the report, Kreetiv's current status is 'Deregistration final'.

[19] In argument, the respondents further relied on a judgment of Senyatsi J in proceedings in this court in *Kreetiv Communications CC v Harrington NO and Others*⁸ wherein it was held that Kreetiv had ceased operations in August 2020 and by February 2021, its net asset value was nil. An application for security for costs was granted on the basis that Kreetiv's claims were *mala fide*, vexatious and frivolous. This bolsters the respondents' case that the present application similarly, is vexatious and an abuse.

[20] From the available undisputed facts, the following is relevant. The alleged loan agreement concluded between Kreetiv and the Bob Cuts which underpins the default judgment, was concluded on 01 July 2019, at a time Kreetiv was deregistered. The same position endured during the litigation and when default judgment was granted in Kreetiv's favour. The same position pertains to the time the alleged loan and cession agreements in terms of which Ms Govindsamy allegedly took cession of part of Kreetiv's claim against Bob Cuts, which was concluded on 22 May 2025. It was also the position when the

⁸ *Kreetiv Communications CC v Harrington NO and Others* [2024] ZAGPJHC 795 paras 6 and 19

present application was launched and the *rule nisi* was granted. The *locus standi* of Kreetiv was thus properly challenged.

[21] The challenge to the first applicant's *locus standi* similarly has merit. She is not a creditor of Bob Cuts in her own right. Insofar as Kreetiv sought to transfer certain of its rights in the default judgment to Ms Govindsamy, Kreetiv, at the time a deregistered entity, had no rights to transfer. The applicants further made out no proper case for the validity of the cession or loan agreement relied on which allegedly underpin Ms Govindsamy's *locus standi*. She could thus not validly be substituted or added as judgment creditor in any enforcement proceedings of the default judgment granted against the third respondent, leaving aside for the moment the procedural irregularities in that approach and the fact that no court order was sought or granted to join her.

[22] No evidence was placed before the court that Kreetiv was in fact in existence at the time these contracts were allegedly concluded. It is trite that an applicant must make out its case in its founding affidavit and cannot do so in reply. Disturbingly, Ms Govindsamy did not disclose the deregistration of Kreetiv in any of the legal proceedings, a material non disclosure which taints her veracity and the validity of the legal proceedings themselves.

[23] The respondents' challenge called for a comprehensive reply by the applicants, requiring that the full facts be put up pertaining to Kreetiv and its status at all times material to the events canvassed in the papers and in the legal proceedings. That was not forthcoming. Instead, in reply a one page certificate from CIPC dated 23 July 2025 was provided, titled 'Abridged certificate for annual returns' as constituting 'proof that Kreetiv is in business'. The document simply reflects Kreetiv's status as 'in business'. The applicants elected not to put the full facts before the court but baldly made the averment '*any issue regarding Keetiv's status has been cured and does not prejudice the substance of this application*'.

[24] It is unclear whether the document provided in reply is the complete document, nor was a comprehensive report from CIPC placed before the court. The applicants' version pertaining to the circumstances pertaining to Kreetiv's deregistration and what transpired thereafter remains opaque and the full facts are not addressed. No proper evidence was presented that the deregistered corporation Kreetiv, was indeed properly reinstated and its deregistration voided. For purposes of the present application, the respondents' version must be accepted.

[25] Once a company has been deregistered and removed from the company register, it is dissolved.⁹ The deregistration of Kreetiv put an end to the existence of the entity and its legal personality ceased to exist.¹⁰ The legal position pertaining to the reinstatement of deregistered close corporations and its legal effect is regulated by the Companies Act 71 of 2008.¹¹ It is not for present purposes necessary to consider that issue in detail. It may well have significant relevance in the respondents' proposed rescission application of the default judgment and it is best left to that court to determine the issue, lest it be prejudged in the current application. Even if it ultimately transpires that Kreetiv's deregistration has been reversed and it has been reinstated, that does not avail her.

[26] Ms Govindsamy, as the sole member of Kreetiv, would have had knowledge of its deregistration, but at no stage during any of the legal proceedings between the parties disclosed this material fact. Ms Govindsamy pertinently did not disclose the true facts to the court, either in relation to the default judgment or the subsequent proceedings which followed and the various steps taken by her. As she was legally represented, at least at the time the default judgment was sought and granted, this fact should have been disclosed to her legal representatives. The true facts were also not disclosed in this application. Such mendacious conduct on the part of Ms Govindsamy is destructive of

⁹ *Newlands Surgical Clinic v Peninsula Eye Clinic* 2015 (4) SA 34 (SCA).

¹⁰ *Juliana and Associates CC v Fikeni NO and Others* [2015] ZAGPPHC 754 para 12.2

¹¹ *Absa Bank Ltd v Companies and Intellectual Property Commission and Others* 2013 (4) SA 194 (WCC) specifically paras 41 and 43-48.

her *bona fides* in relation to the legal proceedings between the parties, and specifically in relation to this application.

[27] Kreetiv's deregistration further means that at the time of launching the present application both the applicants lacked *locus standi*, a material fact that was not disclosed to the court. That of itself evidences that the present application is an abuse. The deregistration of Kreetiv would further be destructive of the validity of the default judgment granted in its favour on 8 May 2025 and all the execution steps taken thereafter. It would also mean that the 'cession agreement' of 22 May 2025 is invalid. Insofar as the loan and cession agreement are concerned, the arrangement between the applicants for the funding of litigation in return for a share of the claim, appears dubious and *prima facie* concluded for an ulterior purpose. It may well be unlawful. It is not necessary to finally determine that issue in the present application. It was not properly addressed by the parties, either in the papers or in argument. Of relevance in the present context is that this supports the respondents' contention that the present application is an abuse of process.

[28] Accepting that Kreetiv did not exist at the time the default judgment was granted and any subsequent execution processes were effected, those steps would constitute a nullity and cannot be enforced. A deregistered legal entity does not, in the words of the Constitutional Court ¹² 'enjoy a zombie afterlife' to thwart the conclusion that the applicant has not established that Kreetiv existed when the default judgment was granted, when execution was levied and when the present proceedings were launched and the *rule nisi* was granted.

[29] The position for the applicants gets worse. Not only did they impermissibly seek to enforce a judgment that was patently invalid at the time it was granted, they impermissibly sought to add the first and second respondents, against whom no judgment was obtained,

¹² *Aquila Steel (South Africa) (Pty) Ltd v Minister of Mineral Recourses and Others* [2019] ZACC 5, para 98.

as judgment debtors for purposes of execution. The first applicant's averment that judgment was granted jointly and severally against the respondents is a patent falsehood.

[30] Whether there may be any claim against the first and second respondents is another matter. The applicants have not established any proper case for liability on their papers. The procedure adopted in the present instance is impermissible. The liability of a surety is in any event ancillary to the principal debt. Where that debt is invalid, no claim arises against the surety. The 'suretyship' on which the applicants rely is in any event dubious and it is doubtful whether it is in its terms compliant with s 6 of the general Law Amendment Act 50 of 1956 and enforceable. It is not necessary for present purposes to finally determine that issue. The fact remains that execution cannot be levied against a party against whom no judgment exists. The applicants' attempts to obtain an order against the first and second respondents were improper.

[31] The respondents have further illustrated, at the very least on a *prima facie* basis, prospects of success in the proposed rescission application against the default judgment. As pointed out by the respondents, a registrar may only grant default judgment where the claim is for a debt or liquidated demand. According to them, the main action is premised on an alleged breach of contract based on the impugned 2019 agreement allegedly concluded between Kreetiv and Bob Cuts and in the alternative damages is claimed. At the time the default judgment was sought and granted, the applicant was legally represented by Du Toit attorneys. Absent a liquidated claim, default judgment should not have been granted. Those averments were not meaningfully disputed by the applicants. The respondent's have thus established a *prima facie* right to relief. They have further established a risk of irreparable harm and that no suitable alternative remedy is available to them. Given the facts, the balance of convenience is clearly in their favour.

[32] I am persuaded that the respondents have established the necessary requirements to stay the warrants of execution issued and/or executed pursuant to the default judgment obtained under case number 2020/5772 and have established both

grounds for interim interdictory relief and that such a stay is in the interests of justice.¹³ The writs of execution which include the levying of execution against the first and second respondents are patently improper and unenforceable. Execution falls to be stayed in the interests of justice. A court cannot and should not countenance a flagrant abuse of its processes. On the present facts, the absence of a formal counter application for a stay of the warrants does not change that position.

[33] In reply, the applicants disclosed that further attachments were made of three immovable properties of the respondents pursuant to writs issued under case number 2025-088917, i.e. in the present application, in an amount of R 2 722 583.43. Those writs were executed against all three of the respondents in this application and were served on 1 and 2 July 2025 respectively by way of affixing. The first and second respondents are reflected as execution debtors, together with the third respondent. For reasons already provided this is irregular. Moreover, it constitutes a further abuse of process, given that only a *rule nisi* existed at the time the writs were executed. The writs should not have been issued whilst the return date of the *rule nisi* was pending and whilst the applicants were fully aware that the application was being opposed by the respondents. Those writs fall to be set aside.

[34] Ultimately, the very fact that the urgent court was approached for the relief sought by the applicants constitutes a further abuse of process. The relief sought was not urgent in nature and no case for urgency was cogently made out in the papers as clearly required by r 6(12). Whether the applicants approached a congested urgent court in the hope that the application papers would not be scrutinised in great detail is a possibility, although it remains a matter of speculation. Not so, that the applicants did not take the court into their confidence and did not disclose all the relevant facts in their founding papers. That is a matter of fact.

¹³ *Gois t/a Shakespeare's Pub v Van Zyl and Others* 2011 (1) SA 148 (LC) para 37; *Newnet Properties (Pty) Ltd t/a Sunshine Hospital v Road Accident Fund* [2025] ZASCA 19, para 26.

[35] For all these reasons, the *rule nisi* falls to be discharged and the application should be dismissed. As previously stated, a court would also have been entitled to dismiss the proceedings based on the *lis alibi pendens* doctrine. Given the totality of the facts, the application must be dismissed for all the reasons advanced, primarily on the basis that it constitutes an abuse of process.

[36] There is further good cause why the *rule nisi* should be discharged in its totality. Much of the relief sought by the applicants is improper, not legally sustainable and no proper case for such relief is made out on the papers, either factually or legally. The applicant's reliance on r 46 to execute the default judgment against the immovable and immovable property of the respondents is vexatious and devoid of merit. The same applies to the improper and unsubstantiated application for relief in terms of s 18(3) of the Superior Courts Act 10 of 2013.

[37] Although Ms Govindsamy is presently self-represented, she is clearly not a normal lay litigant. She is a sophisticated and intelligent individual with substantial legal knowledge. She was able to advance intricate legal arguments on a variety of issues at the hearing, including on company law and the effects of deregistration of a close corporation. On her version, she has a Master's degree. Having previously been legally represented, she appears to have access to legal representation when she desires it. Litigation is not a game where a party may seek tactical advantages by concealing facts and occasioning unnecessary costs.¹⁴ Whilst a matter of latitude must be afforded in relation to a lay litigant's pleadings, a litigant cannot hide behind the status of being self-represented to seek relief to which she is clearly not entitled.

[38] Given the facts, the various instances of abuse particularised in this judgment and Ms Govindsamy's conduct in relation to the litigation, a punitive costs order against her is warranted. The application is in various respects vexatious and the applicant was not candid with the court in her affidavits or oral submissions, wherein she distorted the truth

¹⁴ *Juliana and Associates CC v Fikeni NO and Others*, para 19.3 and the authorities referred to in fn9

on various occasions. Given that I must for present purposes accept the respondents' version that Kreetiv is deregistered, it would serve no purpose to grant any costs order against it.

[39] It would further be unjust for the respondents to be left out of pocket¹⁵ in opposing an application which ultimately constitutes no more than a vexatious abuse of process. In the present instance, the applicant's behaviour in relation to the litigation is tainted by such turpitude that a court should not come to her aid.¹⁶

[40] I grant the following order:

[1] Condonation is granted for the late delivery of the respondents' answering affidavit;

[2] The rule nisi granted on 19 June 2025 under case number 2025-088917 is discharged and the application is dismissed;

[3] The writs of execution issued under case number 2025-088917 against the first to third respondents and any steps taken pursuant thereto are set aside;

[4] The writs of execution issued under case number 5772/2020 and any further execution pursuant to the default judgment granted by the Registrar on 8 May 2025 under case number 5772/2020 are stayed pending the final determination of a rescission application to be launched by the third respondent within 30 days of date of this order.

¹⁵ *Nel v Waterberg Landbouers Ko-op Vereeniging* 1946 AD 597 at 607; *Swartbooi & Others v Brink* 2006 (1) SA 203 (CC)

¹⁶ *Villa Corp Protection (Pty) Ltd v Bayer Intellectual Property GMBH* 2024 (1) SA 331 (CC) para 77.

[5] The first applicant, Ms Christine Veena Govindsamy, is directed to pay the costs of the application on the scale as between attorney and client.

[REDACTED]

**EF DIPPENAAR
JUDGE OF THE HIGH COURT
GAUTENG JOHANNESBURG**

HEARING

DATE OF HEARING : 06 AUGUST 2025

DATE OF JUDGMENT : 14 AUGUST 2025

APPEARANCES

APPLICANT : Self represented

RESPONDENTS' COUNSEL : Adv. Z. Matondo

RESPONDENTS' ATTORNEYS : Mokgohloa Attorneys Inc.