

**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG**

CASE NO: 2025-147868

(1) REPORTABLE: NO

(2) OF INTEREST TO OTHER JUDGES: NO

(3) REVISED: NO

DATE 17 September 2025

In the matter between:

OCEAN WIND DEVELOPMENTS (PTY) LTD

First Applicant

RESILUT PROPERTY DEVELOPMENTS (PTY) LTD

Second Applicant

TABANE RAMASALA

Third Applicant

GAVIN MARK MESKIN

Fourth Applicant

and

GEORGE PROKAS

First Respondent

SUBBROWARE (PTY) LTD

Second Respondent

JUDGMENT

This judgment is handed down electronically by circulation to the parties' legal representatives by email and by being uploaded to CaseLines. The date and time for hand down is deemed to be 17 September 2025.

MAHON AJ:

Introduction

[1] This is an application brought by a group of applicants, comprising both corporate entities and individuals associated with the promotion and management of a residential property development, against the respondents, Mr George Prokas and his company. The applicants are engaged in advancing the development, securing finance, obtaining regulatory approvals, and marketing units to purchasers.

[2] The application arises out of what the applicants characterise as a pattern of unlawful and intimidating conduct by the first respondent. They allege that Mr Prokas has, without lawful cause, contacted one of the funders of the development to convey his version of a dispute with the applicants, and has threatened to approach further stakeholders, including purchasers, estate agents, the landowner, and the local authority, with the express purpose of obstructing or frustrating the progress of the project. On the applicants' version, this conduct constitutes unlawful interference in their business relationships, designed to sabotage the development and to secure leverage in support of a disputed monetary claim.

[3] The applicants also allege that the first respondent's conduct went further, extending to personal threats and intimidation directed at individual applicants. In particular, they point to hostile emails, Whatsapp messages and telephone calls, which, they say, created a reasonable apprehension of physical and other harm to themselves and their families.

[4] The notice of motion, as initially formulated, sought an interdict restraining the respondent from contacting, harassing, threatening, intimidating, or in any way interfering with the applicants, their families, their business, and those with whom

they have commercial or professional relationships, including funders, purchasers, the landowner, estate agents and regulatory authorities. The respondent tendered certain undertakings, but these were partial and did not address the full ambit of the applicants' concerns.

[5] The applicants therefore persist in seeking relief aligned with their notice of motion, subject to such refinement as may be required to confine the order to the unlawful conduct established on the papers. The application is opposed.

Background

[6] The first respondent's involvement with the applicants arose from preliminary discussions concerning his possible participation in a residential property development being undertaken by the applicants. Those discussions culminated in the execution of a document styled a memorandum of understanding ("MOU"). The first respondent has sought to place considerable reliance on that document, contending that it conferred upon him binding rights in relation to the development. The applicants, on the other hand, maintain that the MOU is devoid of legal efficacy, pointing out that it was executed by an erstwhile director acting without authority, and was never ratified by the board.

[7] The terms of the MOU, in broad outline, contemplated that the respondent and his associates would have a role in facilitating aspects of the development, including the introduction of potential investors or financiers. The applicants consistently rejected any suggestion that the MOU imposed enforceable obligations, and denied that it created any entitlement on the part of the respondent to remuneration.

[8] Nevertheless, the respondents came to assert that the applicants' alleged non-compliance with the MOU gave rise to a right to payment of R10 million. That sum does not appear anywhere within the text of the MOU itself. It was initially described by the first respondent as a "penalty" said to flow from the applicants' supposed breach. In subsequent affidavits and correspondence, he shifted ground

and characterised the amount as “damages” which he claimed to have suffered. The applicants deny that any such claim is cognisable in law. For present purposes, it is neither necessary nor appropriate to determine the validity of the MOU, nor the viability of the respondent’s monetary demand.

[9] What is material is the conduct to which the claim gave rise. On or about 1 August 2025, the first respondent, asserting a right to R10 million, took it upon himself to directly contact one of the applicants’ funders. He conveyed to the funder his version of the dispute, implying, of course, that the applicant’s have reneged on their obligations arising from the MOU. The applicants regarded this as an unwarranted and unlawful intrusion into their commercial arrangements and addressed a cease-and-desist letter to the first respondent on 7 August 2025.

[10] Matters did not end there. On 21 August 2025, the respondent sent a series of communications to one of the applicants’ directors. In one, he wrote: *“We are going to have a very nice fight. Let’s go.”* In another, he threatened: *“Also a heads up. I’m going to call every single buyer. The fun is just starting.”*

[11] The following day, 22 August 2025, the respondent telephoned the third applicant. According to the applicants, the call was both hostile and intimidating. It began with the enquiry whether the applicant was “ready to talk and settle, or ready to fight”, and included reference to confidential information which the respondent claimed to have obtained. The applicants say that the tenor of the call created a genuine apprehension of physical harm, extending beyond commercial intimidation to personal threats directed at them and their families.

[12] On 25 August 2025 the applicants’ attorneys dispatched a further letter of demand. The respondent’s reply was defiant. He challenged the applicants to bring proceedings, stating: *“I challenge u (sic) to launch an immediate application ... I’m up for a good fight. Please let me know when you want to launch, so you can give the sheriff the correct address.”* Later the same day he added: *“One more thing ... I am going to approach the estate agents, all the clients, the City of Cape Town, plus the land seller. All I am doing is playing open cards with all parties myself.”*

[13] It was in the aftermath of these communications that the present urgent application was instituted. The founding papers point not only to the grave commercial risks which the respondent's threatened interventions posed to the development — including the potential disruption of relationships with funders, buyers, and regulators — but also to the personal intimidation and apprehension of harm experienced by the individual applicants.

[14] Upon service of the application, the respondent, through his legal representatives, tendered certain undertakings. These included that he would not harass, threaten, intimidate or extort the applicants, nor approach them or their families directly. However, the undertakings were conspicuously incomplete. They did not extend to several of the stakeholders identified in the founding papers as being at risk of interference. No undertaking was given that the respondent would refrain from contacting the local authority in relation to building approvals; nor that he would abstain from approaching the estate agents responsible for marketing the development; nor that he would desist from further communications with the funder.

[15] Moreover, the undertakings were not unqualified. They were accompanied by emphatic denials of wrongdoing and by assertions of the respondent's supposed right to communicate with third parties about his disputes with the applicants. He insisted that such communications constituted "full disclosure" rather than threats, and reserved to himself the right to institute proceedings to interdict the continuation of the development.

[16] The applicants contended that these caveats rendered the undertakings wholly inadequate. In their submission, far from providing comfort, the undertakings confirmed that the respondent intended to persist in contacting third parties in a manner calculated to place the development at risk. It was in those circumstances that the applicants persisted in seeking substantive relief from this Court.

Issues

[17] The application falls to be determined against the factual matrix already outlined. It is unnecessary for the Court to resolve the contractual controversy regarding the MOU or the legitimacy of the respondent's monetary demand. Those matters may, if the respondent be so advised, be ventilated in proceedings properly directed to that end. What is before this Court is a discrete application for interdictory relief arising from the respondent's conduct.

[18] Three central questions present themselves:

[18.1] First, whether the respondent's conduct — in contacting the applicants' funder, threatening to approach other stakeholders, and engaging in communications which the applicants experienced as hostile and intimidating — constitutes unlawful interference with the applicants' rights, both commercial and personal.

[18.2] Second, assuming the answer to the first question is in the affirmative, whether the applicants have established a basis for interdictory relief, and, if so, how such relief should be tailored. The applicants' notice of motion was cast in wide terms. The respondent, for his part, proffered undertakings of considerable breadth — in some respects extending further than the applicants could legitimately demand — but leaving critical lacunae and accompanied by denials and qualifications. It is therefore incumbent upon the Court to confine the relief to the true mischief established, in a manner that strikes the necessary balance and does justice between the parties.

[18.3] Third, whether the applicants are entitled to their costs, and on what scale. Although the respondent furnished undertakings once the application had been launched, their adequacy is disputed. It must therefore be determined whether the applicants were justified in persisting with the litigation, and whether costs should follow the result.

Analysis

[19] The first question is whether the respondent's conduct constituted unlawful interference with the applicants' rights. On his own version, the respondent contacted one of the applicants' funders directly to present his side of the dispute.

He sought to justify this on the basis that “no harm” resulted, as the funder did not withdraw its support. That justification cannot stand. As was put during argument, the critical point is not whether the funder acted upon the approach, but that the respondent “had no business contacting the funder” at all. To do so was an unjustified intrusion into the applicants’ commercial relationships and one that the law cannot countenance.

[20] The respondent’s subsequent communications make his intention even clearer. On 21 August he threatened to “call every single buyer” and informed the applicants that “the fun is just starting.” On 25 August he added that he would approach “the estate agents, all the clients, the City of Cape Town, plus the land seller.” He reserved to himself the right to “interdict” the completion of the development. These threats were not made in a vacuum. They followed upon his insistence that he was owed R10 million and his demand that the applicants settle with him. The only reasonable inference is that the threats were made with the object of creating leverage: to imperil the applicants’ development until his demand was met.

[21] The respondent has sought to characterise his combative language as mere bravado and to insist that when he spoke of a “fight” he meant only litigation. That explanation does not sit comfortably with the tenor of his messages. Even if he genuinely intended to pursue litigation, that did not entitle him to interfere with the applicants’ dealings with funders, buyers, or regulators. Litigation is pursued in court, not through approaches to third parties in a manner designed to frustrate a commercial venture.

[22] The applicants also allege that the respondent’s conduct extended to personal threats and intimidation. Particular reliance was placed on the telephone call of 22 August, which began with the question whether the applicant was “ready to talk and settle, or ready to fight”, and on the tenor of certain emails. The applicants say this created a reasonable apprehension for their safety and that of their families. In my view, seeking an interdict directed specifically at preventing physical assault may have been an over-reaction. The respondent’s repeated reference to a “fight” can

plausibly be understood, in context, as a reference to litigation rather than to physical violence. Importantly, the applicants' own affidavits stop short of alleging that the respondent expressly threatened harm to them or their families. They record instead that his communications "incited fear" in the light of their tone.

[23] That being said, the respondent has, through his legal representatives, provided an undertaking not to harass, threaten or intimidate the applicants or their families, and not to approach them directly. That undertaking was repeated in open court. In these circumstances, it is not necessary for me to decide whether such relief would ultimately have been justified; it suffices that the respondent has consented to it, and the order will reflect that consent. The real focus of the case lies in the respondent's persistent attempts to interfere with the applicants' commercial relationships in order to jeopardise the progress of the development.

[24] Apart from this, the respondents have consented to an order in terms of prayers 1.3, 1.5 and 1.6 of the draft order prepared by the applicants. These prayers are reflected in paragraphs 1.2 to 1.4 of the order which I grant below.

[25] The applicants also sought, in their notice of motion, orders compelling the respondent to retract certain statements and to desist from publishing allegedly defamatory allegations. In my view, this relief is neither appropriate nor necessary in the present proceedings. The interdict granted is directed at the true mischief, namely the respondent's attempts to interfere with the applicants' commercial relationships and to jeopardise the development. To go further and compel the respondent to retract or apologise for statements already made would extend the scope of this application into the terrain of defamation proceedings, which raises distinct considerations of fact, motive and damages, and ordinarily requires trial-type procedures, including oral evidence and cross-examination.

[26] Moreover, the case for interdictory relief rests on the unlawfulness of the respondent's threatened conduct rather than upon the truth or falsity of what he has said about the applicants. It is not the function of this Court, in motion proceedings of this nature, to adjudicate whether past statements were defamatory or to compel

their withdrawal. Should the applicants consider that they have been defamed, they retain their remedies under the common law by way of a separate action. For present purposes, the grant of appropriately tailored interdictory relief affords adequate protection of their rights and renders orders for retractions or defamation unnecessary.

[27] The second question is whether, in light of the undertakings provided, further relief is required. The respondent, after being served with the application, tendered undertakings not to harass, threaten, intimidate, or extort the applicants, and not to approach them or their families. In some respects, those undertakings went further than what the applicants might strictly have been entitled to claim. However, the undertakings left significant gaps. They did not include any assurance that the respondent would refrain from contacting the local authority in relation to building approvals, nor did they cover the estate agents, the funder, or the purchasers of units. When invited to explain these omissions, the respondent insisted that he was “within his rights” to inform such parties of his claims, that this amounted to “full disclosure” rather than a threat, and that he reserved to himself the right to institute proceedings to prevent the completion of the development.

[28] This stance renders the undertakings inadequate. Far from resolving the matter, they confirmed the applicants’ concern that the respondent intended to persist in a course of conduct designed to jeopardise the development. The Court cannot leave the applicants exposed to the very risk which the respondent has openly threatened to bring about. At the same time, it is not appropriate to grant the wide-ranging prohibitions sought in the notice of motion. As was observed in the course of argument, “the mischief is sabotaging the development.” The relief must therefore be tailored so as to restrain that mischief, and no more.

[29] The appropriate balance is struck by restraining the first respondent, whether on his own behalf or on behalf of any other person, from conducting himself in his interactions with any person in a manner which is intended directly or indirectly to give rise to any consequences which would serve to jeopardise or undermine the

success or progress of the development, other than as part of legal proceedings for the legitimate pursuit of the respondents' rights.

[30] Such an order gives effect to the applicants' legitimate interest in protecting their project while ensuring that the respondent is not unduly restrained in his ordinary liberty to communicate or in his right to pursue lawful proceedings in court.

[31] The final question is costs. The respondent argues that because undertakings were provided, the applicants ought not to have persisted with the application. I am unable to agree. The undertakings, though broad in some respects, were materially deficient in others. They failed to address the key concerns raised in the founding papers and were qualified by denials and reservations which left the applicants without the certainty to which they were entitled. In those circumstances, the applicants were justified in approaching the Court and in persisting until appropriate relief was granted. Costs should follow the result.

[32] In the circumstances, the following order is made:

1. The first respondent, whether so acting in his personal capacity or in a representative capacity in respect of the second respondent, or through any agent, representative, or other person acting on his instructions, is interdicted and restrained from:

- 1.1. conducting himself in his interactions with any person, in a manner which is intended directly or indirectly to give rise to any consequences which would serve to jeopardise or undermine the success or progress of the development situated at: Subdivided portion of Erf 3[...], Hout Bay, Registration Division IR: Westerns Province, situated at 3[...] B[...] V[...] Road, Hout Bay, Cape Town, other than as part of legal proceedings for the legitimate pursuit of the respondents' rights;

- 1.2. harassing, threatening, intimidating and/or extorting the first and second applicants' directors, including (but not limited to) the third and fourth applicants, shareholders and/or personnel;

- 1.3. making use of, or in any manner utilizing, any confidential or proprietary information belonging to the first and/or second applicants;

1.4. approaching, whether personally or through any agent, representative, or other person acting on his instructions, within 200 meters of the first applicant's property development construction site of the La' Mare development situated at: Subdivided portion of Erf [...], Hout Bay, Registration Division IR: Westerns Province, situated at 3[...] B[...] V[...] Road, Hout Bay, Cape Town;

2. The respondents are to pay the applicants' costs of the application, on scale B.

D MAHON

Acting Judge of the High Court

Johannesburg

Date of hearing: 3 September 2025

Date of judgment: 17 September 2025

APPEARANCES:

For the Applicant: Adv R Kriek

Instructed by: VDM Attorneys

For the Respondent: Adv J van der Merwe

Adv R Lewis (Pupil)

Instructed by: Keith Sutcliffe & Associates