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

CASE NO:2025-151597

(1) REPORTABLE: YES / NO
(2) OF INTEREST TO OTHER JUDGES: YES/NO
(3) REVISED.

In the matter between:

GFRP TECH (PTY) LTD

Applicant

And

ALLEN CLIVE FIFORD

First Respondent

AF STRUCTURAL CONSULTING AND ASSOCIATES

Second Respondent

KING WESTLEE

Third Respondent

JUDGMENT

MABESELE J:

[1] This is an urgent application to interdict and restrain first to third respondents from interfering with the lawful business operations of the applicant and, in particular, interdicting the respondents from interfering and/or blocking and/or preventing the

removal of the applicant's assets and machinery from 1[...] V[...] Street, L[...] P[...], Sandton, to the K[...] Street, W[...], Germiston. The application is opposed, both on urgency and the merits. Needless to mention that the deponent to the founding affidavit (Ms Dionysiou) and the first respondent (Mr Allen Clive Fiford who opposes the application, are the directors of the applicant. The third director is Mr Puneet Gupta. The second respondent is the company belonging to Mr Fiford. Mr Gupta is employed by the second respondent.

[2] Ms Dionysiou states that the applicant has lawfully resolved in a board meeting on 20 August 2025 that, *inter alia*, the applicant's assets and /or machinery will be located from the premises to the Wadeville premises pursuant to the termination of the applicant's lease agreement with its landlord and the requirements that the applicant vacate the premises by no later than 31 August 2025.

[3] Pursuant to the resolutions taken by the majority of the board of directors of the applicant, the applicant attempted to procure the removal of its assets and machinery on 25 and 28 August 2025. However, the respondents have prevented and/or interfered and/or blocked the applicant's ability to locate its assets to the Wadeville premises. This delay of the applicant's removal of its assets, machinery and, with every passing day, plunges the applicant into further damage and harm, and the moving operations of the applicant has effectively been brought to a standstill. Additionally, every day that the applicant remains in unlawful occupation of the premises, the applicant will be further liable to the landlord in respect of holding over damages.

[4] Mr. Fiford's argument that the applicant's liability for damages does not cease once the applicant vacates the lease premises has no merits, if regard is had that the applicant's continued unlawful occupation of the landlord's premises will result in additional damages. Additionally, there is nothing to support Mr. Fiford's allegation that he has made significant progress in negotiating leniency from the landlord to allow the applicant to occupy the premises until the end of September 2025. For all these reasons, this matter is considered urgent.

[5] Mr. Fiford argues that this application is not properly before the court in view of the fact that the applicant did not properly resolve to institute these proceedings before attorneys Christodoulou & Mavrikis Inc. proceeded to issue it. Only on receiving the power of attorney and the accompanying round- robin resolution, did it become apparent that Ms. Dionysiou and Gupta had ratified the initiation of this application after fact. This argument is misplaced. On 30 August 2025 the applicant's attorneys, as per annexure "RA1", addressed correspondence to Mr. Fiford and his attorneys in terms of which a proposed round resolution in terms of Section 74 of the Companies Act, was emailed to Mr. Fiford and his attorneys. From the proposed round robin resolution, it was proposed that the board of directors authorize Ms. Dionysiou to execute and sign a power of attorney in favour of the applicant's attorneys, Christodoulou & Mavrikis Inc., and for the board to institute urgent legal proceedings; and sign the documents which may be necessary to prosecute the urgent legal proceedings and that the applicant ratifies all actions taken by Ms. Dionysiou\and/or Mr. Gupta and/or Christodoulou & Mavrikis Inc. pertaining to the institution of urgent legal proceedings.

[6] After the proposed resolution had been sent to Mr. Fiford and his attorneys, Ms Dionysiou and Mr. Gupta considered the proposed resolution and voted in favour and consented to the proposed resolution on 30 August 2025. Pursuant to the adoption of the resolution Ms. Dionysiou signed a power of attorney in favour of Christodoulou & Mavrikis Inc. on behalf of the Applicant and ratified all conduct and all actions taken by Christodoulou & Mavrikis in respect of the applicant and the urgent application.

[7] It is common cause that the board meeting was convened on 20 August 2025. The three directors attending the meeting. This meeting, according to Mr. Fiford, was prompted by prior unlawful resolutions, to which he had formally objected. He was not informed in advance that the board meeting would include resolutions requiring vote and, any resolutions purportedly adopted at this meeting are thus invalid and procedural defective. Accordingly, the attempts by Ms. Dionysiou and Mr. Gupta to relocate and disconnect the applicant's machinery were unlawful, unilateral and contrary to proper corporate governance.

[8] It is not in dispute that the landlord terminated the lease agreement and the applicant had to vacate the premises by no later than 31 August 2025. This situation, logically, would require the directors of the applicant to convene a meeting and chart the way forward or find a solution. In this regard, Ms. Dionysiou's version, which is persuasive, is that board meeting was convened on 20 August 2025 and a resolution taken by the majority vote to remove the assets of the applicant from the premises before the end of 31 August 2025. Nowhere in the papers does Mr Fiford mention any board meeting wherein the issue of termination of the lease agreement and a way forward were discussed. Neither there is mention that the applicant has ever mandated him to negotiate, on its behalf, with the landlord for the extension of the lease agreement.

[9] It is common cause that around 25 August 2025 there was an attempt by the applicant to remove the assets from the premises Mr. Fiford states the following:

"During the attempted removal of the applicant's machinery, the applicant's staff and I were physically prevented from accessing the premises. Security guards, acting under Dionysiou's and Gupta's instructions, blocked entry, and staff were forced to park outside the premises.

[10] If Mr. Fiford was prevented by the security guards from accessing the premises as alleged, nothing would have prevented Ms. Dionysiou and the contractors from removing the assets from the premises. For this reason, the version of Ms. Dionysiou that Mr. Fiford prevented them from removing the assets from the premises has merit.

[11] In the result, the following order is made:

12. The Respondents are interdicted and restrained from:

12.1 engaging in any conduct and/or inciting third parties to engage in any conduct designed to interfere with and/or prevent the Applicant and/ or its agents, employees or contractors, from removing any and/ or all assets and

/or machinery of the- Applicant from the premises situated at 1[...] V[..] Street, L[...] P[...], Frankenwald, Sandton ('the premises) including but not limited to:

12.1.1 restricting access to the premises

12.1.2 blocking access to the premises

12.1.3 interfering with the disassembly and/or loading of machines and /or assets on to vehicles for removal thereof;

12.1.4 assaulting and/or threatening the Applicant and/or its agents, employees, or contractors employed by and/or appointed by the Applicant.

12.1.5 removing or attempting to remove the Applicant's assets and/or machinery from the premises to any other location without the Applicant's express approval; and

12.1.6 any conduct which interferes with the lawful business of the Applicant and safeguarding of the Applicant's assets.

12.2 In the event that the First Respondent and/or Second Respondent and/or Third Respondent has removed any of the Applicant's assets and/or machinery, including, but not limited to, the Applicant's straight-line machine, bend machine, mesh line machine and UTM machine from the premises:

12.2.1 the first respondent is directed and ordered to forthwith deliver or cause to be delivered, all such removed assets including but not limited to, the Applicant's straight-line machine, bend machine, mesh line machine and UTM machine to the Applicant's storage premises at [...] K[...] Street, W[...], Germiston;

12.2.2 should the First Respondent fail to deliver and/or cause to be delivered all such removed assets to [...] K[...] Street, W[...], Germiston; the sheriff of the Court is authorized and directed to attach and remove all such removed

assets, wherever they may be found, and to deliver same to [...] K[...] Street, W[...], Germiston duly assisted by the SAPS if required.

12.3 The First Respondent should pay the costs of the application on Scale C.

M.M MABESELE

(Judge of the High Court Gauteng Local Division)

Date of hearing: 9 September 2025

Date of judgment: 11 September 2025

Appearances

On behalf of the Applicant: Adv. R. Pottas SC

Instructed by: Christodoulou & Mavrikis Inc.

On behalf of the respondents : Adv B.H. Steyn

Instructed by: Gildenhuys Malatji Inc.