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

**CASE NO: A3088/2022
DOH: 5 JUNE 2025**

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

B[...] M[...] P[...]

APPELLANT

T[...] K[...] P[...]

RESPONDENT

This Judgment was handed down electronically and by circulation to the parties' legal representatives by way of email and shall be uploaded on Caselines. The date for hand down is deemed to be on 19 September 2025

JUDGMENT

MALI J (Noko J concurring)

Introduction

- [1] The appellant instituted an appeal against the entire judgment and order of the Randburg Regional Court (court *a quo*) in terms of the dismissed claim for the forfeiture of patrimonial benefits. The parties were married to each other on 15th September 2001 in community of property and profit and loss. On 30 January 2019 the respondent instituted divorce proceedings against the appellant.
- [2] The marriage was dissolved on 2 June 2022 by the order of the court *a quo*, at the instance of the respondent, the plaintiff then. The appellant who was the defendant had launched a counterclaim in respect of forfeiture of certain assets of the joint estate.
- [3] It is common cause that the appellant filed an appeal, which later lapsed. Nevertheless, she has applied for reinstatement of same. The application for reinstatement of the appeal is opposed.

Reinstatement of the appeal

- [4] Appellant submitted that the reason for the delay was caused by not obtaining the transcript from the court *a quo* timeously. According to the appellant, the delay was for a period of two days.
- [5] The respondent disputes that the period of delay was that short. The appellant received quotation on 23 June 2022 and only paid for the transcript on 2 August 2022, therefore the appellant did not account for the two months delay. Respondent's contention is correct; however, it cannot be the end of the matter.
- [6] In adjudicating matters of this nature, the court is enjoined to consider the prejudice suffered by the other party and whether it is in the interests of justice to grant the condonation. Respondents did not make submissions pertaining to prejudice they suffered or stand to suffer in the event the reinstatement is granted. A period of two months is not so inordinate. Furthermore, taking into account the importance of the issues for appeal and prospects of success, it is in the interests of justice to reinstate the appeal.

Background

- [7] During the subsistence of the marriage the appellant was employed as the Executive in the Corporate Sector and the respondent was a businessman. Amongst the respondent's ventures, he was involved in the property business. The appellant had always earned income more than that of the respondent. The parties were also 50% shareholders in a company called Lavela Holdings (Lavela). Lavela has an immovable asset in Gqeberha, which is not an asset of the joint estate.
- [8] Between 2008 and 2009 the respondent's business experienced financial difficulties and finally collapsed in 2009. The respondent relied on the appellant for financial assistance until he finally moved out of their matrimonial home in 2016. In 2015, the respondent started working for Aspen in Eastern Cape, since then he never again lived in the matrimonial home.
- [9] It is common cause that the joint estate had movable and immovable assets. The parties' first matrimonial home acquired in 2004 which was situated in Kyalami Boulevard, was sold in 2005 with a profit of approximately R1m. The amount of R1m was utilized as part payment to secure the matrimonial home in Blue Hill, (Summerset property), for the amount of R2,2m. The stand was bought for R690 000 and the difference consisted of the amount of building costs. As at 2022 during the divorce hearing, the value of Summerset property was valued at R4,795,000. whilst the balance owing was in the amount of R800 000.
- [10] When the parties met, the respondent had an immovable property in Gqeberha (GQ property) which he sold after they got married. The proceeds of the sale were not shared between the parties as the respondent insisted and still insists that he bought the property before the parties got married. Therefore, he does not consider the GQ property as an asset of the joint estate.
- [11] The parties bought a house for R350 000 in 2007, cash wherein the appellant contributed R50 000. The immovable property was bought for the

respondent's mother. The property was later sold in 2008 for R322 000 and the proceeds were shared amongst the respondent and his siblings.

- [12] Movable property included, a motor vehicle, 2013 Mercedes ML which was purchased for an amount of R840 000. In 2020 it was valued at R245 000.

Before the court a quo

- [13] The appellant did not resist the claim for a decree of divorce. The appellant sought forfeiture of the following assets of the joint estate.

13.1. Unit 16 Summerset Estate, Blue Hills, Midrand (the matrimonial home)

13.2. Furniture and household effects situated at the matrimonial home;

13.3. 2013 Mercedes ML- 350-4 -Matic motor vehicle.

- [14] The appellant also requested an order that the respondent should not be entitled to any portion of her pension interest, with reference to:

14.1 Allan Gray Living Annuity- account number AGLA822537;

14.2 Allan Gray Living Annuity – account number AGLA837487; and

14.3 Allan Gray Living Retirement Annuity Fund - account number. AGRA846241.

- [15] The appellant disputed that she was the cause of the breakdown as set out in the respondent's particulars of claim. In support of her claim for a partial forfeiture of benefits, the appellant testified of the respondent's immense lack of contribution to the joint estate and or denuding of same. The circumstances that gave rise to the irretrievable breakdown of the marriage are the substantial misconduct on the part of the respondent. She was the major financial contributor to the estate, whilst the respondent made minimal contributions to the joint estate. The respondent would be unduly benefitted unless an order is granted that the respondent forfeits any entitlement to share in the assets of the joint estate.

- [16] The appellant contributed directly and indirectly to the joint estate in that she was solely responsible for the matrimonial home. She paid the purchase price and cost of improvement of the matrimonial home. She also bought all the furniture and household effects of the immovable properties referred to above.
- [17] At the time the respondent was involved in the property business, he only paid for the maintenance of the swimming pool from 2005 to 2008 until his disappearance to Gqeberha in 2009. The respondent did not deny that he left the matrimonial home in 2009. His reason was that he went away to relax in Gqeberha. It is at that time that the appellant alleges that the respondent fathered a child out of extra marital affair. He did not deny that he had a child born in 2009, whilst the marriage still subsisted; however, he claimed to have adopted the child. This averment is not supported by any evidence for the unilateral adoption.
- [18] The respondent did not deny that in 2004 he voluntarily resigned where he was working to start a business venture. He was paid R93000 in UIF earnings which he did not use towards the matrimonial home or joint estate. The appellant learnt about that when she was looking for documents to prepare for the trial in the *court a quo*.
- [19] During the respondent's disappearance the appellant was left to raise their two children alone. When the respondent returned in 2009, he expressed the desire to go back to University to study towards a degree in Pharmacy. The parties had agreed that when he qualifies and gets a better paying employment, he would assist in taking care of the family, including getting medical aid for the appellant and children. However, the respondent testified that the reason he went back to University for a Pharmacy degree when he already had BSC degree and MBA is because he wanted to relax from the stresses of his unsuccessful business venture.
- [20] The respondent paid for his own tuition during the first year, 2010. The respondent did not deny that the appellant paid for his studies towards a Pharmacy Degree from 2011 to 2013. He only disputed that there was an agreement to pay back the appellant, although he confirmed that the

appellant assisted him with fuel costs to attend the classes. Furthermore, the appellant also paid the respondent a minimum of R5000 and a maximum of R7000 per month allowance whilst he was studying. This is besides paying for the respondent's books. Subsequent to attaining the degree, the respondent never kept his promise of taking care of his family. He again left the matrimonial home in 2016 and up until he filed for the divorce proceedings.

- [21] The respondent testified that he contributed by looking after the children during the time he was studying as the appellant would leave home at 7h00 and come back at 22h00. The respondent further testified that he contributed physically and financially in building the Summerset property. However, he did not gainsay the appellant's evidence that he only supervised the builders, which supervision sometimes would be shoddy as there were parts of the home which needed redoing. At one stage the appellant had to pay an amount of R100 000 to the municipality for non-compliance on the part of the builders; whereas they were under the respondent's supervision.
- [22] The respondent once paid R600 000 from the account of Lavela into the bond of the matrimonial home, reducing the balance of the bond, he later demanded the amount with interest. The appellant made the payment with interest of R20 000 as demanded by the respondent.
- [23] During the subsistence of marriage, the respondent was physically, verbally and emotionally abusive. At one stage he assaulted her in the presence of the children. The assaults led to the appellant obtaining an interdict against the respondent. The respondent denied having assaulted the appellant, despite admitting that the appellant successfully obtained a court order against him. His excuse for not challenging the interim interdict is that he was tired of attending court proceedings due to numerous postponements. The respondent did not challenge the appellant's evidence that he was the author of the postponements as he changed lawyers and had requested postponement four times.

- [24] The respondent did not dispute that he has many children from extra marital affairs, whom he maintains whereas he did not maintain the two children born out the wedlock between the parties. Besides the child the respondent refers to as adopted, there are two other children born out of the respondent's extra marital affairs. The first child is a girl, whom the appellant got to know about in 2006 and the second one, was a 2-year-old child born around 2022.
- [25] Under cross examination the respondent denied that he left the matrimonial home in 2013, he insisted that the parties started living apart from 2016, although in 2017 he stayed in the matrimonial home for a period of three months. He further denied that during 2009 he was absent from the matrimonial home for a period of nine months.
- [26] At the time of the trial the joint estate was left with a single property being the matrimonial home. According to the respondent he had sold the other properties in 2009 due to economic recession. The respondent consented to forfeiture of the movable property, and household furniture located in the matrimonial home. Nevertheless, he claimed the 50% share in the matrimonial home.
- [27] The court a quo found that the respondent would be benefitted if the forfeiture was not granted. However, the court found that the respondent would not been unduly benefitted, as follows:

“The evidence would suggest that this was a normal marriage with its normal perils up to the point where the plaintiff's business was closed at 2009.

At a point the Defendant stated the Plaintiff made her feel as if she was stealing money from him. They did not spent time together. The Defendant felt the Plaintiff did not contribute to the matrimonial home or the expenses of the family. They did not sleep in the same room since 2015. They did not stay together since 2017. They lacked trust and communication since 2015. The Plaintiff had an extra-marital affair which started after he left the matrimonial home. The Plaintiff was not as actively involved in all the children's activities as the Defendant would

have hoped. The Defendant and the extended family of the Plaintiff did not get along. The Defendant had to obtain medical assistance for her mental state.

Any substantial misconduct on the part of either of the parties where the court is satisfied that, if the order for forfeiture is not made, the one party will in relation to the other be unduly benefited.

All though the Plaintiff in this matter clearly benefitted there is no ground for the court to find on a balance of probabilities that he unduly benefitted.

As to the alleged assault. The court has the word of the Defendant which is denied by the Plaintiff. The basis for the domestic violence interdict was not presented to the court. There was no criminal cases opened by the Defendant. There is no indication that the Defendant got any medical assistance. She after the interdict was granted asked the Plaintiff not to move out of the matrimonial home by taking up employment in Port Elizabeth but to take employment close to the home. Both the parties testified that the Plaintiff started the divorce proceedings in 2015 and only after this was initiated was the domestic violence case opened.

It is clear from the evidence that the Plaintiff will not win a father of the year award. This by itself does not prove that he will unduly benefit if forfeiture is not granted.

The extra marital affair the Plaintiff admitted to was after the marriage was for all purposes irretrievably broken down and he already left the marital home. There is no ground for the court to find that there was an extra-marital affair or biological children born prior to this point. The court do not find substantial misconduct.”

[28] In conclusion the court a quo granted an order dissolving the bonds of marriage; and further ordered that the appellant is entitled to the respondent's 50% pension interest as the respondent is the member of Government Employees' Pension Fund.

[29] The appellant was aggrieved by the findings of the court *a quo* and launched this appeal on the following grounds; forfeiture of the assets; Allan Gray investments and costs of suit.

On appeal

[30] The appellant contends that the court *a quo* had deprived the appellant assets which the respondent agreed to forfeit. Those being all the furniture and household effects located at the matrimonial home as well as the motor vehicle, 2013 Mercedes ML.

[31] Secondly, notwithstanding what appears to be long duration of the marriage at the time of the divorce, the parties have lived separate lives since 2013 as if already divorced. The appellant continued making payments for home loan, household effects and maintenance of the children single-handedly, since they were minors. Although the parties' children are majors, they were still studying and fully dependent on the appellant. Whilst the respondent never contributed towards the maintenance of his children born of the marriage, he instead took loans to pay school fees for one of the children born out of his extra marital affairs.

[32] The appellant also seeks clarity in that the *court a quo* did not make pronouncement on the appellant's Allan Gray's investments. The appellant seeks relief that the respondent be disentitled to any portion of the appellant's Allan's Gray investment.

[33] The respondent's counter argument is that the appellant admitted to having converted her pension fund held with Network BBDO to a living annuity after the institution of the divorce proceedings; whereas she wants to benefit from the respondent's pension fund. Thus, she acted *mala fides*. Furthermore, the appellant never shared the R2M bonus with the respondent she used to receive annually all the time they were living together.

[34] Furthermore, it is submitted that the appellant did not prove the allegations of infidelity. Regarding the forfeiture of furniture and household effects located at the matrimonial home, it is submitted that the respondent acted

“out of goodness of gesture”. It is misconstrued that the respondent consented to the forfeiture of same. Since the respondent was not represented in the court *a quo*, the respondent as a lay person did not understand the difference between forfeiture and *“good gesture”*.

[35] Gleaning from the transcript, the following bears:

“At paragraph 6A2, she is asking that the furniture and household effects, that is situated in the property, the matrimonial home, that she bought.

And there 2022-04-13 is a whole list of them, you will see she says what the values are, what the purchase price was, she is asking that those assets be forfeited, in other words that she becomes the sole owner of that property, that movable assets and that you will have no claim to that. What is your response to that? Do you have an objection to that?

MR PEZICA: *I think we agreed last time.*

MS DENNISHAW: *So you are in agreement that she can become...[intervenes]*

MR PEZICA: *Yes.*

MS DENNISHAW: *The sole owner of that property?*

MR PEZICA: *Not the, of those furniture.*

MS DENNISHAW: *Yes correct.*

MR PEZICA: *Assets.*

MS DENNISHAW: *The movable assets in the house.*

MR PEZICA: *Yes.*

MS DENNISHAW: *Then if you go to page 78, the next paragraph pertains to the Defendant’s vehicle, she is asking that this vehicle, it is her 2013 Mercedes, she gives the 20 value, the before and, the purchase price and the current value of the vehicle, that that vehicle also*

be forfeited, in other words that she becomes the sole owner of that. Do you have any objection to that?

MR PEZICA: No. “

- [36] When the respondent was asked whether he was inclined to forfeit 50% of his share in the matrimonial home, the respondent's answer is a clear objection as follows:

“So the Summerset property will become her sole asset, she will in other words be liable for the bond going forward and all the expenses in relation to that property. Do you have any objection to that request?”

MR PEZICA: Yes.

MS DENNISHAW: What is your objection?

MR PEZICA: 50% each.”

- [37] It was submitted on behalf of the respondent that he is entitled to 50% of the income derived from the living annuity as the income forms part of the joint estate. It is further submitted that the respondent cannot be painted as a bad person because of his lower earnings compared to the appellant. It was the appellant's choice to maintain an extravagant lifestyle which included taking the kids to expensive schools.

- [38] For the foregoing, the respondent maintained the appellant failed to prove misconduct on the part of the respondent which will result to the respondent forfeiting the assets of the joint estate. Respondent's arguments are that the appellant failed to prove misconduct leading to undue benefit.

Legal principles and analysis

- [39] **Section 9** of the **Divorce Act,** dealing with forfeiture of patrimonial benefits of marriage, provides that:

‘(1) When a decree of divorce is granted on the ground of the irretrievable break-down of a marriage the court may make an order that

the patrimonial benefits of the marriage be forfeited by one party in favour of the other, either wholly or in part, if the court, having regard to the duration of the marriage, the circumstances which gave rise to the break-down thereof and any substantial misconduct on the part of either of the parties, is satisfied that, if the order for forfeiture is not made, the one party will in relation to the other be unduly benefited.’ (My emphasis.)

*A court must therefore consider the claim for forfeiture having regard to three factors, namely, the duration of marriage, the circumstances which gave rise to the breakdown thereof and **any substantial misconduct on the part of either of the parties**. These factors must **not** be considered cumulatively and the **presence of any one of them would entitle a court to grant an order of forfeiture**. [Added Emphasis]*

[40] In **M v M**¹ the court granted a partial forfeiture of patrimonial benefits, specifically a pension interest, against a respondent who failed to provide for the joint estate and instead used financial resources for the benefit of a third party. The court found that the respondent's substantial misconduct, including financial neglect of the joint estate and abandonment of financial obligations, resulted in an undue benefit for him if forfeiture was not ordered, leading to the justification of forfeiting his half-share of the pension benefits.

[41] Having regard to the above legal principles, the argument by the respondent that the appellant did not prove unlawful conduct or substantial misconduct in that the appellant failed to prove infidelity on the part of the respondent cannot stand. There are at least two children born out of extra marital affairs of the respondent. For one of them the respondent even took educational loan/s for her schooling and the 2009 child he bore during his “relaxation period” he could not prove the child’s adoption.

[42] Furthermore, the respondent’s submission that the appellant chose to live extravagantly, that including taking children to expensive schools, is irresponsible to say the least, thus unsustainable. The respondent benefitted from what he refers to as the luxurious lifestyle. He even gained

¹ (2023 ZASCA 75).

his education from it; whilst he saw nothing sinister about being remunerated for taking care of his own children. He even questions the R2M annual bonus of the appellant despite benefitting from it. The respondent did not dispute that he had savings; for example the amount of R55 000 with Liberty Life; which he did not utilize for the joint estate and towards maintenance of his children, despite being a low earner.

[43] With regards to the parties' children's education judicial notice is taken that in the present times the best education is mostly obtained through private tuition. This comes at a price. A responsible parent like appellant who is desirous of investing in the future of her children cannot be punished for doing right; because the respondent sees things in a different light. Private education is not a luxury; respondent's contribution would have made things easy for the appellant. It is baffling that the respondent took one of his children not born of the marriage between the parties to the same private school; which he terms an extravagance.

[44] The respondent diminished the joint estate, by utilizing the money for his studies which would not benefit the joint estate. Instead he deemed it fit not to maintain his children. It is irrelevant whether he made promises to pay back the money and/ or to fund the family's medical expenses or not. He had a duty towards the maintenance of his children and the joint estate. Instead, he ensured that his children born out of wedlock whether before or during the subsistence of the marriage were maintained.

[45] It is apparent that the respondent was financially abusive, he treated the joint estate as his financial fiefdom. For example amongst others, the immovable property he bought before marriage was excluded from the estate. He sold the asset of the joint estate and shared the proceeds with his siblings.

[46] The respondent did not submit any evidence, despite him during cross examination stating that he shared the proceeds of sale of various properties with the appellant. When the evidence was rebutted, he said that he could not remember or made bald denials. He conceded having

sold and shared the proceeds of the sale of the immovable property with his siblings, the property of the joint estate.

[47] In **Wijker v Wijker**²: the court held as follows:

“The fact that the appellant is entitled to share in the successful business established by the respondent is a consequence of their marriage in community of property. In making a value judgment this equitable principle applied by the Court a quo is not justified. Not only is it contrary to the basic concept of community of property, but there is no provision in the section for the application of such principle. Even if it is assumed that the appellant made no contribution to the success of the business and that the benefit which he will receive will be a substantial one, it does not necessarily follow that he will be unduly benefitted.”

[48] In **Binda v Binda**³: it is stated that unless a party can prove that division would be inequitable in the particular circumstances of the case, the parties should be held to the proprietary regime into which they contracted. A value judgment must be made to determine whether the benefit will be undue.⁴ Forfeiture shall be ordered if it is found that it is disturbingly unfair for the respondent to share equal with the appellant.⁵

[49] As to the question of clarity on annuities, in **Montanari v Montanari**⁶ it is held:

“[34] There is no indication in any of the legislation that applies to living annuities ie, the Pension Funds Act (in ss 37A and 37B), and the Income Tax Act (which defines a living annuity), the Financial Institutions Act itself and the Glacier contracts concluded between the parties, that the living annuities are regarded as annuities as “ trust property; Neither is there even a hint of a fiduciary relationship between the parties in these legal instruments. The provisions of the Financial Institutions Act add nothing to the applicant’s case.

² **[1993] 4 ALL SA 857 (AD):**

³ “A final nail in the coffin for the fault principle?” **DR** (1993) 1088 at 1089.

⁴ (Cronjé and Heaton, **Die Suid-Afrikaanse Familiereg**, 2nd (2004) 136).

⁵ **T.J.M v K.J.M and Another** (11409/2022) [2025] ZAGPPHC 253 (3 March 2025).

⁶ **[2020] ZASCA 48** (5 May 2020).

[35] But do these findings disentitle the applicant from any claim whatsoever in regard to the respondent's annuities? I think not. In an analogous decision, De Kock v Jacobson, 19 the court determined whether a pension that the husband was receiving was an asset in the joint estate of a couple married in community of property. Upon his retirement, prior to the divorce, he ceased to be a member of the pension fund to which he had belonged and his pension interest was converted into a pension. His right against the pension fund had two components; a right to a cash payment (which he conceded fell within the community of property) and a right to monthly payments by way of pension.

The court answered the question in the affirmative stating:

"[36] the question then remains whether the right to the pension is part of the community of property. There is to my mind no reason in principle why the accrual right to the pension should not form part of the community of property existing between the parties prior to the divorce. Community of property is defined in Hahlo The South African Law of Husband and Wife 5th ed at 157 8 in these terms: "community of property is a universal economic partnership of the spouses. All their assets and liabilities are merged in a joint estate, in which both spouses, irrespective of the value of their financial contributions, hold equal shares." See Grotius Jurisprudence of the Holland 3.21.10. A spouse's salary falls within the community of property. See Hahlo (op cit at 161), where he says: "community of property is a universal economic partnership of the spouses. All their assets and liabilities are merged in a joint estate, in which both spouses, irrespective of the value of their financial contributions, hold equal shares."

See Grotius Jurisprudence of Holland 3.21.10.

A spouse's salary falls within the community of property. See Hahlo (op cit at 161), where he says "The joint estate consists of all the property and rights of the spouses which belonged to either of them at the time of the marriage or which were acquired by either of them during the marriage"

...

See also Voet 23.2.68,69.

[37] The court cited with approval two judgments. First was Clark v Clark, 20 in which the court accepted that a spouse's interest in a pension which had not yet accrued did indeed form part of the community estate, as did a pension right."

[50] Having regard to the above it is trite that only the income portion of the annuity forms part of the joint estate.

Conclusion.

[51] The court *a quo* correctly found that the length of marriage is a consideration for non- forfeiture. The respondent left the matrimonial home between 2013 and 2016, with earlier intervals for "relaxation". Nevertheless, the period of 12 years is not a short period of time.

[52] The court *a quo* erred in not making express pronouncement regarding the income portion of the appellant's annuities. It further erred in granting the order for 50% division of all assets, despite the respondent having agreed to forfeiture. Judging from respondent's answers during the trial; the respondent clearly understood what was meant by the forfeiture of the above mentioned assets. The respondent is being opportunistic, taking advantage of the misdirection of the *court a quo*.

[53] Furthermore, the court *a quo* misdirect itself in not finding that there was no substantial misconduct. The respondent substantially misconducted himself by financially abusing the appellant as discussed above. Moreover, the finding by the *court quo* made on the basis that the appellant did not produce the protection order, and that she did not lay criminal charges is a misdirection. The respondent did not deny that the appellant obtained a protection order against him. He opted not to defend the matter. There can be no doubt that assault of a person does constitute an act of misconduct. It encroaches on the dignity of a person. The preamble of the Domestic Violence Act ⁷ states that domestic violence is a social evil. Section 1 of the Domestic Violence Act defines domestic violence to mean amongst

⁷ 116 of 1998.

others physical abuse. Assault is a form of physical abuse. Overall, the appellant misconducted himself substantially.

[54] The court takes into consideration that by virtue of marriage in community of property the respondent should benefit from the joint estate, whether partially so or in full. In this regard the sacrosanct principle that forfeiture order is not meant to punish the other party needs to be upheld and as a result, the order for forfeiture as set out below is partial in some respects and in full in other respects.

[55] In the result this court is entitled to interfere with court *a quo*'s order; therefore, the following order ensues:

ORDER

1. The appeal is reinstated;
2. The appeal is upheld;
3. The order of the court *a quo* is set aside and substituted as follows:
 - 3.1 The plaintiff shall forfeit 100% (all) in household effects and furniture located in Summerset Property.
 - 3.2 The plaintiff shall forfeit 100% – in motor vehicle, 2013 Mercedes ML-350-4 -Matic motor vehicle.
 - 3.3 The plaintiff shall forfeit 80% share of the interest in the matrimonial home (Summerset Property), the value of the property being R4, 795, 000 as at 1 April 2021.
 - 3.4 The plaintiff is entitled to 20% of the income derived from the defendant's interest in Allan Gray living annuities as follows:
 - 3.4.1 Allan Gray Living Annuity- account number AGLA822537;
 - 3.4.2 Allan Gray Living Annuity – account number AGLA837487; and
 - 3.4.3 Allan Gray Living Retirement Annuity Fund - account number AGRA846241.

4. The defendant B[...] M[...] P[...] is entitled to 50% of the pension interest held by the plaintiff, T[...] K[...] P[...] at Government Employees Pension Fund (GEPF) as defined in section 1(1) of the Pension Fund Act 24 of 1996.
5. Each party shall pay their respective legal costs.

NP MALI
JUDGE OF THE HIGH COURT

I agree



MV NOKO
JUDGE OF THE HIGH COURT

Appearances

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Date of Hearing: 05 June 2025

Date of Judgment: 19 September 2025