REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

CASE NO: 2022-14331

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

3 October 2025

In the matter between:

L[…]: A[…] J[…] Applicant/ Plaintiff

And

L[…]: K[…] R[…] Respondent / Defendant

This Order is made an Order of Court by the Judge whose name is reflected herein, duly stamped by the Registrar of the Court and is submitted electronically to the Parties / their legal representatives by email. This Order is further uploaded to the electronic file of this matter on Caselines/CourtOnline by the Judge's secretary. The date of this order is deemed to be 3 October 2025.

J U D G M E N T

CORAM LIEBENBERG AJ:

INTRODUCTION

[1] The parties to this application in terms of Rule 43(6) were married 4 February 1998, out of community of property with incorporation of the accrual system. Twin sons were born of the marriage, N and R, who have reached the age of majority but remain financially dependent on the parties. To avoid confusion, the parties are referred to as "*the husband*" and "*the wife*".

[2] The pending divorce action was instituted at the instance of the husband, the applicant in the present application, in April 2022. The wife defended the action and, in March 2023, obtained an order for the joinder of the trustees for the time being of the Blacklite Share Trust, the Karn Residence Trust and the Boga Trust *("the trusts")*. In respect of each of the three trusts, the trustees are the husband, the wife and an independent trustee, IProtect Trustee (Pty) Ltd are the trustees, and the beneficiaries are the husband, the wife, their respective parents as well as their lawful descendants.

[3] On 19 January 2023 this Court granted an order in terms of Rule 43 in favour of the wife and the two sons, in the following terms:

> 1. The [husband] is ordered to pay maintenance *pendente lite* to the [wife] and the children as follows:
>
> 1.1 An amount of R 40 000.00 a month which amount should be paid into the [wife's] Nedbank Cheque account, on or before the 28th of each month.
>
> 1.2 The [husband] is further ordered to:
>
> 1.2.1 Continue to retain both children and the [wife] on his comprehensive medical aid plan and continue to pay the monthly contributions thereof;

1.2.2 That N.. will continue to use the Toyota Yaris registered in the name of the [husband] and the [husband] will continue to pay the maintenance and repair costs, licence fees and insurance premiums in respect thereof; and

1.2.3 That R... continue to use the Citi Golf registered in the name of the [husband] and the [husband] will continue to pay for maintenance and repair costs, licence fees and insurance premiums in respect thereof.

1.2.4 Pay all educational costs for the children for the year 2023, which include but is not limited to:

1.2.4.1 Tuition fees, books, stationary, administration fees, excursions and equipment. '

1.2.5 Pay household content insurance directly to the service provider.

1.2.6 Pay motor vehicle insurance for the Volvo [utilised by the wife], directly to the service provider.

1.3 A contribution towards the [wife's] future legal costs in the amount of R 200 000.00.

1.4 A contribution towards the [wife's] legal costs in the amount of R 100 000.00.

2 Costs of the application will be costs in the cause of the divorce proceedings." (sic)

("*the January 2023 order*")

[4] Contending for a material change in circumstances, the husband launched the present application on 13 June 2025, seeking a variation of the January 2023 order:

[4.1] By deleting paragraph 1 thereof, so that the husband is absolved from paying any cash contributions towards the maintenance needs of the wife and the children.

[4.2] By amending paragraph 1.2.1 thereof to provide for only the wife to remain a dependent on his comprehensive medical aid scheme and "*to register and retain the children as main members of the Discovery Essential Smart Plan until they start working or attain the age of 25 whichever occurs first and to pay the monthly contributions of the respective medical aids.*"

[4.3] By deleting paragraphs 1.2.5 and 1.2.6, thereby absolving the husband from paying any short-term insurance premiums in respect of the wife's household contents of her vehicle.

[5] Prior to delivering her answering affidavit, the wife delivered a formal, open tender to settle this application. In respect of the children's medical aid requirements, the wife proffered three counterproposals and consented to the deletion of paragraphs 1.2.5 and 1.2.6 of the January 2023 order.

[6] The tender having been rejected, the wife's responded to the application and launched a counterapplication for a contribution towards her past legal costs in the amount of R 143 595.79; and towards her future legal costs in the amount of R 539 412.22, payable by way of instalments of R 50 000.00 per month.

APPLICABLE LEGAL PRINCIPLES

[7] The purpose of an order in terms of Rule 43 is to provide interim relief to a spouse, pending determination of a matrimonial action. Whilst every application for interim maintenance or the variation of an existing order must be determined on its own facts, certain basic principles have been distilled.

[7.1] An application in terms of Rule 43 it, by its very nature, one for equitable redress, demanding the utmost good faith from both parties, and full disclosure of all material facts. Any false disclosure or material non-disclosure may justify refusal of the relief sought.[1]

[7.2] A spouse and/or child(ren) is entitled to reasonable maintenance dependent on the marital standard of living of the parties, albeit that a balanced and realistic assessment is required, based on the evidence concerning the prevailing factual situation.[2]

[7.3] A Court will have regard to the dependant spouse's actual and reasonable requirements, and the capacity of the paying spouse to meet such requirements which are generally met from income, although, sometimes, inroads on capital may be justified.[3]

[7.4] A claim supported by reasonable and moderate details carries more weight than one which includes extravagant or extortionate demands, and similarly more weight will be attached to the affidavit of a spouse showing willingness to implement his lawful obligations.[4]

[8] Rule 43(6) allows for a variation of a previous order granted in terms of Rule 43 but only in instances of a material change in circumstances or where an initial contribution towards costs proves insufficient.[5] The subrule must be strictly interpreted. It is applicable to a material change in the circumstances of either party or the children subsequent to the hearing of the original Rule 43 application. It is not permissible to utilise Rule 43(6) to reargue the application

[1] *Du Preez v Du Preez* 2009 (6) SA 28 (T).
[2] *CMSC v NC* [2021] ZAWCHC 227 (9 November 2021).
[3] *Taute v Taute* 1974 (2) SA 675 (E).
[4] *Taute* above.
[5] It is only in exceptional circumstances, when a Rule 43 order is patently unjust and erroneous, and no change in circumstances, however expansively interpreted exists, that there may be a need for a Court to exercise is inherent powers in terms of section 173 of the Constitution to fashion an appropriate remedy. See *S v S and Another* 2019 (6) SA 1 (CC) at para 58.

given rise to the order sought to be varied,[6] nor does the subrule permit or envisage an appeal or review of the initial order.

[9] A claim for a contribution towards costs in a matrimonial suit *is sui generis,* being an incident of the gender-neutral duty of support owed by spouses during the existence of their marriage. The guiding principle when a Court exercises its discretion when considering a claim for a contribution towards legal costs, was formulated in *Van Rippen*[7] and remains true to today:

> "… The court should, I think, have the dominant object in view that, having regard to the circumstances of the case, the financial position of the parties, and the particular issues involved in the pending litigation, the wife must be enabled to present her case adequately before the court."

[10] The purpose of the remedy is to enable the spouse who is comparatively financially disadvantaged in relation to the other, to adequately place his or her case before court. In so doing, and consistent with the constitutional dispensation, the objectives of the rules of court are met by ensuring a fair trial, and the expeditious completion of litigation and thus further the administration of justice.[8]

[11] "*Equality of arms*" is an inherent element of the due process of law in both civil and criminal proceedings. Both parties in a particular matter should be treated procedurally equally, meaning that the litigant in a weaker position should have an opportunity to present their case under conditions of equality.[9]

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[6] *Grauman v Grauman* 1984 (3) 477 (W) at 480C; *L v L* (2017/31153) [2022] ZAGPJHC 396 (8 June 2022) at para 14.
[7] *Van Rippen v Van Rippen* 1949 (4) SA 634 (C).
[8] *Eke v Parsons* 2016 (3) SA 37 (CC) at para 40.
[9] *S v S* above at para 40.

[12] But, without full and frank disclosure of all material facts, a court is hamstrung in making a determination of what is fair and reasonable in the circumstances of the case before it.[10]

THE HUSBAND'S CASE FOR A VARIATION OF THE MAINTENANCE ORDERS

[13] The husband instructed a forensic accountant, Mr Malcolm Campbell, to investigate and report on two key aspects for the purpose of this application, namely (a) the affordability of the January 2023 and (b) the wife's actual income from her company Blacklite Coaching, which he has long suspected that she is under-reporting.

[14] On the husband's calculations, his obligations under the January 2023 order currently amount to R 70 740.85 per month. Should the Court vary the January 2023 order as prayed for, the husband's obligations will decrease to approximately R 13 450.00 per month.[11]

[15] The Court having expressed its *prima views* at the commencement of the hearing, Ms Anderssen, who appeared for the husband, well-made certain concessions in relation to her client's case and the wife's tender.

[10] *Du Preez* above.
[11] Being the sum of the premium associated with retaining the wife on his comprehensive medical aid scheme (approximately R 9 000.00), the premiums in respect of the less comprehensive medical aid plan for each of the children (R 2 218.00 each).

The children's medical expenses

[16] The wife's tender contains three alternate proposals, each of which renders the husband liable for the children's medical and the like expenses until the children are self-supporting:

[16.1] Firstly, that the January 2023 order stands unchanged.

[16.2] Secondly, that the children are registered and retained separately as a main member of a standard medical aid plan (which plan includes benefits for medical, dental, surgical, hospital, orthodontic, ophthalmic, and pharmaceutical expenses), at the husband's costs, and that he makes payment of all reasonable medical and the like expenses not covered by the plan. In the event of the wife making payment for any such medical costs of the children, the husband reimburses her within three days of receipt of proof of payment.

[16.3] Thirdly, that the children are registered and retained separately as a main member of the Discovery *Essential Smart Plan*, at the husband's costs, and that he makes payment of all reasonable medical and the like expenses not covered by the plan. In the event of the wife making payment for any such medical costs of the children, the husband reimburses her within three days of receipt of proof of payment.

[17] Both children are young, fit, and generally healthy. Based the medical aid claims history in respect of each of the children, presented by the husband, the Court accepts that the premiums associated with retaining the children on a comprehensive medical aid scheme far exceed the claims made against the

scheme. It appears that the children's medical costs are relatively low, and they do not, at this juncture, require membership of a comprehensive medical aid scheme, at premiums applicable to "adult" dependants.

[18] By registering the children on less comprehensive scheme, the premiums will be reduced to approximately R 2 218.00 per month per child, which "saving" the husband can apply towards those medical and the like expenses not covered by a scheme offering less comprehensive cover.

[19] Ms Anderssen conceded that the husband's liability to contribute towards the children's medical needs, including those costs not covered by a medical aid scheme, cannot and should not be limited to them reaching the age of 25 years.

[20] Accordingly, paragraph 1.2.1 of the January 2023 stands to be varied to allow for the children's membership of the Discovery *Essential Smart Plan,* a less comprehensive medical aid scheme, at the husband's costs, and that he make payment of all reasonable medical and the like expenses not covered by such scheme.

The short-term insurance in respect of the wife's vehicle and household contents.

[21] As the wife consents to the deletion of paragraphs 1.2.5 and 1.2.6 of the January 2023, such an order shall be made.

[22] This will result in a "saving" of R 1 559.78 per month for the husband.

The cash maintenance

[23] The husband contends that Mr Campbell's findings demonstrate that the husband's financial position has deteriorated, whereas the wife's income has

increased substantially. Although dated 13 June 2025, Mr Campbell's report covers historic data, and not the present day circumstances of the parties. This diminishes the evidentiary weight to be attached to Mr Campbell's findings and report.

[24] In respect of a review of the husband's "inflows" and "outflows", the report covers the 22-month period between 1 November 2022 and 30 September 2024. According to Mr Campbell, the husband's expenditure, which includes his obligations in terms of the January 2023 order, exceeds his income from all sources by R 142 294.00 per month.

[25] A comparison done by Mr Campbell of the husband's asset and liabilities as at 30 September 2022 and 30 September 2024, shows an increase is in net asset value of about 2.1% over the two year period.

[26] In relation to the financial records of Blacklite Coaching (Pty) Ltd, of which the wife is the sole shareholder and director, Mr Campbell had limited records but concluded that over the period of three financial years (February 2021, February 2022 and February 2023) the wife earned a monthly income of R 76 280.77, as opposed to the R 16 271.48 she claimed in the initial Rule 43 application.

[27] I am not satisfied that the husband has demonstrated a <u>material</u> change in circumstances, whether his own, that of the wife, or for that matter the children.

<u>The husband's position</u>

[28] At the time of the January 2023 order:

[28.1] The husband's disclosed income from all sources amounted to R 100 815.00 and his monthly expenses were R 164 783.14.

[28.2] His net asset value was R 9 070 636.00.

[29] Mr Campbell found that:

[29.1] The husband's regular monthly income from all sources were about R 165 052.00[12] and his regular monthly expenses (excluding the obligations in terms of the January 2023 order) being approximately R 195 350.00.[13]

[29.2] The husband's net asset value as at 30 September 2024 amounted to R 9 921 112.00.

[30] According to the husband's *ipse dixit* as contained in his founding affidavit:

[30.1] His monthly income from all sources is R 130 593.77, and his monthly expenses amount to R 164 784.14.

[30.2] Since January 2025, both he and the wife each receive a monthly distribution of R 40 000.00 from the Bogo Trust. The husband transfers his distribution to the wife as payment of the cash maintenance payable in terms of the January 2023 order.

[30.3] His net asset value as at June 2025 is R 10 200 908.82.

[31] It is of concern to this Court that subsequent to the granting of the January 2023

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[12] The aggregate of "inflows" over the 22 month period between 1 November 2022 and 30 September 2024 being R 3 631 164.00.

[13] The aggregate of "regular monthly expenses" over the 22 month period between 1 November 2022 and 30 September 2024 being R 4 297 703.00.

order, the husband *inter alia*:

[31.1] Caused the wife to be retrenched from her employment with Black Lite Consulting (Pty) Ltd, of which he is the director and shareholder, a mere 33 days after the January 2023 order, resulting in her losing her monthly income of R 39 269.95.

[31.2] Bought himself a new vehicle, the monthly costs of which amount to just short of R 11 500.00 per month.[14]

[31.3] Saw fit to permit an increase of nearly R 17 700.00 per month in the premiums he pays towards his retirement funding, life assurance, and income and disability protection, to a current aggregate of more than R 81 700.00.

[31.4] Failed to make payment of N's educational expenses, resulting in the wife having to issue at writ of execution, whereafter he paid an amount in settlement of the claim only marginally less than the amount under the writ.

[32] It is evident from the documentary evidence provided by the wife, that the husband is a talented photographer whose works were exhibited at the *Borders Art Fair* in Venice, Italy during July/August 2025. His works are advertised for sale internationally, at prices quoted in US Dollars, and transactions take place via his *PayPal* account. By all accounts the husband has been less than forthcoming about the transactions on his *PayPal* account. Whilst the husband denies the allegations in this regard, there is reason to believe that the husband

[14] Being the annual license, parking, fuel and oil, the monthly instalment payable to the finance house, the short-term insurance premium,

may in fact earn income from sources he did not disclose.

[33] In sum, the Court is not satisfied that the husband has made a full and frank disclosure of his current financial position, nor that there has been a material change in his financial position since the January 2023 order.

<u>The wife's position</u>

[34] At the time of the January 2023 order:

[34.1] The wife's was employed by Black Lite Consulting, earning a monthly salary of R 39 269.25.

[34.2] She also received a historic monthly contribution of R 40 000.00 from the husband, being an aggregate "income" of R 79 269.25.

[34.3] She calculated her and the children's monthly expenses to be R 110 367.97.

[35] Less than a month later, the wife was retrenched and was forced to litigate in the CCMA. The dispute was settled, and the wife received a net amount of R 173 608.41 in July 2023.

[36] The wife alleges that since her retrenchment:

[36.1] She relies on drawings via loan account from Blacklite Coaching to pay for her personal expenses. Over a period of 28 months, the wife has drawn on average, R 30 801.15 per month from the company's gross monthly income. For the first quarter of 2025, Blacklite Coaching had a gross monthly income of R 34 887.20.

[36.2] Additionally, she receives a monthly distribution of R 40 000.00 from the Bogo Trust, albeit that the trustees initially resolved to grant the distributions only until Augus 2025. During argument, it was confirmed that the trustees recently resolved to continue paying the distributions to the husband and wife until further notice.

[36.3] Thus, she has an average “income” of just short of R 75 000.00 per month, excluding the cash maintenance payable by the husband.

[36.4] Her and the children’s reasonable maintenance needs amount to R 124 657.11, leaving a shortfall of about R 49 700.00.

<u>The children’s position</u>

[37] The parties are *ad idem* that neither of the children is financially independent from their parents at present.

[38] N is a final year LLB student, who will hopefully enter into a Practical Vocation Training Contract (“articles”) in 2026. With which firm and at what salary this will be, are unknown.

[39] R completed a degree in Sports Management, but the husband has no personal knowledge of R’s employment position, According to the wife, R is not gainfully employed currently.

[40] Thus, there has been no material, positive change in the children’s own financial positions.

Conclusion on the aspect cash maintenance

[41] But for the wife's tender, as accepted during argument, the husband has failed to demonstrate the material changes he contends for. This Court is not inclined to reduce the amount to R 27 000.00 in respect of the children only, as contended for by Ms Anderssen during argument. Thus, there is no reasonable basis to interfere with the quantum of the cash maintenance contribution payable in terms of the January 2023 order.

[42] In sum, but for the variation of paragraphs 1.2.1, 1.2.5 and 1.2.6 of the January 2023, on the basis as tendered by the wife, the husband's application stands to be dismissed.

THE WIFE'S CASE FOR A FURTHER CONTRIBUTION TOWARDS COSTS

[43] By virtue of the January 2023 order, the wife received contributions in an aggregate of R 300 000.00 towards her past and future legal costs. She now seek a contribution of R 143 595.79 in respect of her past legal costs as at 17 July 2025, and R 539 412.22 in respect of her anticipated costs.

[44] The wife presented a detailed exposition of how the previous contributions have been applied, albeit that some of the monies were utilised for litigation in the CCMA which was extraneous to the divorce action.

[45] At the time of the January 2023 order, the trustees of the three trusts were joined to the action, and the disputes on the pleadings now include the question of whether the trusts are the husband's *alter egos.*

[46] At a meeting of trustees of the Bogo Trust in March 2025, the majority (the husband and the independent trustee) resolved to make distributions of R 150 000.00 to each of the husband and wife in respect of their respective

legal costs. It is evident that the wife paid that amount to her attorneys, who transferred the amount from their trust account to their business account on 7 April 2025 thereby making good at least a part of the R 260 455.54 owed by the wife to her attorneys on 4 April 2025.

[47] In his answering affidavit to the counterapplication, the husband revealed that at a meeting on 25 July 2025 (being a date after the delivery of her counter-application), the trustees resolved to make further equal distributions of R 250 000.00 to each of the parties, and that the payment was made to the wife on 29 July 2025. On this basis, the husband contents that the wife is not entitled to a contribution towards her legal costs from him.

[48] The trustees of the Bogo Trust are not parties to this application, and this Court cannot make any order binding the trustees. It is the husband who owes a duty of support to the wife *stante matrimonio*, and not the trustees.

[49] The Court is satisfied that the additional distribution of R 250 000.00 paid to the wife on 29 July 2025 is insufficient to enable her to prepare for trial, and that she does not have the financial wherewithal to fund her own legal costs.

[50] A copy of the business ledger account of the wife's attorneys in respect of the divorce action reflects all transactions from date of inception on 8 December 2021 to 17 July 2025. The ledger reflects debits of R 1 071 510.26, credits of R 927 914.47, leaving a balance due by the wife to her attorneys of R 143 595.79. Axiomatically, the additional distribution is to be set off against

the fees owing to the wife's attorneys, leaving a balance of R 106 404.21[15] for future legal costs.

[51] Given the issues to be determined by the trial Court, there is no reasonable basis to suggest, as the husband does, that the wife must simply accept the findings and reports of the industrial psychologist and forensic accountant he had appointed. The wife is entitled to engage experts of her choosing, to enable her to properly present her case at trial.

[52] In support of her claim for future legal costs, the wife relies on a *pro forma* bill of costs amounting to R 539 412.22 (including VAT). The bill includes the costs of an industrial psychologist at R 49 309.97, in respect of a forensic auditor R 100 000.00 for preparation fees and R 24 000.00 as a day fee at trial, and counsel's fees in an aggregate amount of R 77 500.00 (all excluding VAT). None of the costs or disbursements listed in the bill of costs appear out of kilter with the present day costs of litigation in a divorce action. In fact, the bill is drawn on a moderate and reasonable basis.

[53] On the husband's version, he has thus far expended some R 1 472 230.28 on legal fees. He does not state the extent of the charges of the industrial psychologist he appointed. The fact that the husband obtained the services of Mr Campbel at a reduced rate does not translate to the wife not being entitled to also engage a forensic accountant, whose anticipated charges will not be at a reduced rate.

[54] On the basis of the recent additional distribution by the Bogo Trust to each of

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[15] In respect of the CCMA proceedings involving Blacklite Consulting (of which the husband is the director), the wife paid her attorneys R 61 834.88, but this is extraneous to the divorce action, and the contribution towards costs the wife seeks.

the husband and the wife, this Court views is just and equitable that the husband be ordered make a further contribution towards the wife's future legal costs up to and including the first day of trial, in the amount of R 350 000.00, payable on ten equal monthly instalments.

COSTS OF THE APPLICATION AND COUNTERAPPLICATION

[55] The husband has not achieved substantial success in this application, whereas the wife has. It is plain to see that the husband, with the cooperation of the independent trustee, attempted and managed to obtain financial distributions from the Bogo Trust to finance <u>his</u> maintenance obligations towards his wife and children, at least in part. Whether the Bogo Trust is cash-flush or not, is irrelevant for purposes of this application and the counterapplication.

[56] The stance adopted in this application by the husband in towards his maintenance obligations vis-a-vis his wife and children speaks to an unwillingness to implement his lawful obligations. Whilst Ms Anderssen made a number of prudent concessions, her client's case remained marred by selective disclosure of his own financial position, and conjecture and speculation in respect of the wife's position. The increase in the husband's net asset value since the January 2023 order does not support his complaints that the order is unaffordable. His application was doomed to failure, and his refusal to engage meaningfully with the wife's formal tender, underscores the unreasonableness of his stance.

[57] By contrast, the wife's counterapplication was presented in a reasonable fashion, with a full disclosure of the relevant facts. Had it not been for the recent additional distribution of R 250 000.00 from the Bogo Trust to each of the

parties, this Court would have ordered a larger contribution to be paid.

[58] Mindful that mulcting a litigant with costs may fuel the acrimonious fires in divorce litigation, this Court, in the exercising of the true discretion in relation to costs, views it just that the husband be mulcted for the costs of his failed application, whereas the costs of the wife's counterapplication be costs in the cause of the divorce action.

ORDER

[59] Accordingly, the following order is made:

1. The order granted by this Court on 19 January 2023 under case 14331/2022 is varied by the deletion of paragraph 1.2 in its totality, and replacing it with the following:

"1.2 The respondent is further ordered to:

1.2.1 Continue to retain the Applicant as a dependent on his comprehensive medical aid plan and to pay the monthly contributions in respect thereof.

1.2.2 Register and retain each of Nikhil and Rahul as a main member of the Discovery *Essential Smart Plan*, to pay the monthly contributions in respect thereof, and by payment of all reasonable medical, dental, surgical, prescribed pharmaceutical, hospital, orthodontic, ophthalmic, incurred in respect of Nikhil and/or Rahul which are not covered by the plan. In the event of the Applicant making payment for any such medical costs of the children, the Respondent shall reimburse her within three days of receipt of proof of payment.

1.2.3 That Nikhil will continue to use the Toyota Yaris registered in the name of the Respondent and the Respondent will continue to pay the maintenance and repair costs, licence fees and insurance premiums in respect thereof; and

1.2.4 That Rahul will continue to use the Citi Golf registered in the name of the Respondent and the Respondent will continue to pay for maintenance and repair costs, licence fees and insurance premiums in respect thereof."

2. Save as aforesaid, the Rule 43(6) application is dismissed.

3. The applicant/plaintiff is ordered to pay the costs of the Rule 43(6) application, including counsel's fees on scale B.

4. The applicant / plaintiff is ordered to pay a further contribution towards the legal costs of the respondent/defendant in the sum of R 350 000.00, by way of ten equal monthly instalments, the first instalment to be paid on 1 November 2025 and monthly thereafter on or before the 1st day of each month, into the trust account of the wife's attorneys.

5. The costs of the respondent/defendant's counterapplication shall be costs in the cause of the divorce action.

SARITA LIEBENBERG

ACTING JUDGE OF THE HIGH COURT,

GAUTENG DIVISION, JOHANNESBURG

Heard on 17 September 2025

Judgment on 3 October 2025

For the applicant/plaintiff (the husband):

Adv J Anderssen

Instructed by: Mandy Simpson Attorneys

For the respondent/defendant (the wife):

Adv R Andrews

Instructed by: Vermeulen Attorneys