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

CASE NO: **2025/077960**

DELETE WHICHEVER IS NOT APPLICABLE

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

.....
SIGNATURE

DATE 1 October 2025

In the matter between:

INVESTEC BANK LIMITED
(Registration No. 1969/004763/06)

Applicant

and

DAWID CORNELIUS MAREE
(born 1[...] M[...] 1965)
(Identity No. 65[...])
(Marital status : married out of community of property
to Adele Maree, born on 2[...] M[...] 1969, with identity
number 69[...])
(Physical address : 1[...] P[...] C[...] Street, Centurion,
Residential Golf Estate, Highveld Extension 7,
Gauteng)

Respondent

JUDGMENT

THERON AJ:

[1] This is an application by Investec Bank Limited (“Investec”) seeking the provisional sequestration of the Respondent (“Maree”) on the basis that:

[1.1] it is a creditor of Maree with a liquidated claim exceeding R180 million; and

[1.2] Maree is factually insolvent (in that his liabilities exceed his assets) and/or has committed one or more acts of insolvency.

[2] Before dealing with the merits of the application, it is unfortunately necessary to deal with an application for my recusal which I refused.

[3] The main application came before me in the Insolvency Motion Court (“IMC”) piloted in terms of a notice issued by the Deputy Judge President on 10 March 2025. The Deputy Judge President also issued rules for the IMC.

[4] The Deputy Judge President’s notice says *inter alia* the following:

“The policy objective is to give recognition to the commercial imperative of expedition in this field of legal practice by

establishing procedures which can afford quick turnaround lead times within the broad framework of the existing litigation model.”

- [5] The policy objective is clearly furthered by the Rules for the IMC. Rule 5 reads as follows:

“5. Efforts to protract the preparatory stage of a case, such as the dilatory exchange of affidavits incommensurate with the urgency and exigencies of the matter, or efforts to delay the allocation of a hearing date or to delay or to postpone and/or delay the hearing of the matter shall expose a litigant and the practitioners to the risk of punitive costs being ordered. Practitioners are specifically referred to Article 60.1 and 60.2 of the Code of Conduct for all practitioners, GN 168 of 29 March 2019, as amended.”

- [6] Rule 9 reads in part as follows:

“9. Efforts by any party to procure a postponement of a hearing of the matter by a failure to collaborate with the other party or by some other cynical act of gamesmanship to prevent a matter being ripe for hearing in the IMC shall not be tolerated.”

- [7] It is necessary to expand on some procedural history in the main application.
- [8] The Applicant issued its notice of motion (“first notice of motion”) on 28 May 2025 and it was served on the Respondent personally on 31 May 2025.
- [9] The first notice of motion notified the Respondent that he had 10 days to enter an appearance to defend after service of it and that he had 15 days thereafter to file his answering affidavit, if any.
- [10] The notice of motion also contained the following notice:
- “TAKE NOTICE FURTHER in the event that the Respondent fails to oppose this application, the application will be set down on the unopposed Motion Roll of the above Honourable Motion Court for hearing on a date to be determined by the Registrar.”*
- [11] Although the *dies* for entering an appearance to defend expired on 6 June 2025, an appearance was only entered on 26 June 2025, 18 court days after service of the application.
- [12] In my view the clock started on 26 June 2025 and an answering

affidavit was due on 17 July 2025.

- [13] The Respondent, however, filed a notice in terms of Rule 30 and 30A on 27 June 2025 which states the following:

“KINDLY TAKE NOTE THAT the Applicant’s notice of motion, issued on Court Online on 28 May 2025 and served on the Respondent is an irregular step, alternatively does not comply with the Uniform Rules of Court (“the Rules”) in the following respects:

- *The Applicant failed to set forth a date on which the application will be heard should the Respondent fail to oppose same as required by Rule 6(5)(b)(iii).”*

- [14] Rule 6(5)(b)(3) reads as follows:

“(b) In a notice of motion the applicant shall-

...

- (iii) set forth a day, not less than 10 days after service thereof on the respondent, on or before which such respondent is required to notify the applicant, in writing, whether respondent intends to oppose such application, and shall further state that if no such*

notification is given the application will be set down for hearing on a stated day, not being less than 10 days after service on the said respondent of the said notice;”

[15] It is important to bear in mind that the Respondent had in fact already opposed the application at this stage.

[16] Even accepting that “*on a date to be determined by the Registrar*” is not “*a stated day*” and that the Applicant had not complied with Rule 6(5)(b)(iii), there simply was no hindrance to the future conduct of the litigation.¹

[17] The invocation of Rule 30 by the Respondent where there is absolutely no prejudice to him is an abuse of the Rule.²

[18] Before the Applicant responded to the Rule 30 notice in any way, the Respondent served a Rule 35(12) notice requesting documents.

[19] The service of the Rule 35(12) notice of course demonstrates that the Rule 30 “*complaint*” did not represent a hindrance to the further

¹ **SA Metropolitan Lewensversekeringsmaatskappy Beperk v Louw NO** 1981 (4) SA 329 (O) at 333 G-H; **BMW Financial Services South Africa (Pty) Limited v Doola** [2025] 2 All SA 107 (GP) at paragraph [17] and **Sasol South Africa Limited t/a Sasol Chemicals v Penkin** 2024 (1) SA 272 (GJ) at paragraph [46]

conduct of the application.

[20] The Rule 35(12) notice was demonstrably an abuse, seeking documents to which no reference is made in the founding affidavit.

[21] The documents sought were also clearly not relevant to the narrow issues of the application.³

[22] This abuse was further perpetuated by the service of a Rule 30A notice essentially seeking enforcement of the Rule 35(12) notice.

[23] The Applicant, on 17 July 2025, re-served the first notice of motion which had, inserted by hand, the date for hearing and a notice of set down.

[24] The Respondent, opportunistically, entered a second appearance to defend ostensibly to the re-served notice of motion. The second appearance to defend an application which was only issued once later served as the basis for an argument that the Respondent's answering affidavit was not yet due on the date of the set down.

² **BMW Financial Services South Africa (Pty) Limited v Doola** [2025] 2 All SA 107 (GP) at paragraph [16]

[25] I see the machinations of the Respondent as cynical gamesmanship which at the very least have the effect of being an abuse of the court's processes and rules.

[26] Against this backdrop, I deal with my interactions with counsel for the Respondent which formed the basis for the allegation that the Respondent had formed a reasonable apprehension of bias.

[27] When the matter was called on Tuesday, 18 August 2025, Mr Malherbe, acting for the Respondent, made the following submission:

"MR MALHERBE: And on that calculation, my instructions are, that the answering affidavit is only due on Thursday. So, this being the first appearance of the matter with the intention to oppose, my instructions are to seek a removal from the roll, firstly, with that failing, to seek that the matter stands down until Friday, if the court is sitting, for the papers to be filed on Thursday and then that would really be the litmus test of whether the Respondent is actually intent upon filing.

If he does not file on Thursday then the matter must be dealt

³ **Centre for Child Law v Hoërskool Fochville** 2016 (2) SA 121 (SCA) at paragraph [17]

with on Friday on whatever basis Your Lordship sees fit. If there is an answering affidavit filed on Thursday, I believe Your Lordship will still have a discretion to deal with it as we are seated on but that is about as far as I can take it for present purposes, M'Lord."

[28] The suggestion to stand the matter down was thus one of two alternatives suggested by the Respondent's own counsel.

[29] After consideration, I ordered that the matter stand down until Friday 22 August 2025. Before doing so, I made the following remark:

"COURT : Mr Malherbe, please convey it to the attorneys that the steps taken, although maybe, maybe, I'm not saying that they are, maybe, strictly, in accordance with the rules available to your client, it is abusive of the court's process, and I told you in chambers and I will say that in open court, I do not take kindly to my court being abused in this fashion and we are not talking about an unsophisticated litigant with no money, so be aware, very aware, I'm hearing this matter on Friday if there is an affidavit filed, and whoever is here must be ready to argue it."

[30] The Respondent filed his answering affidavit late afternoon on

Thursday, 21 August 2025.

- [31] Mr van Rensburg SC appeared for the Respondent on the Friday and indicated that he was not ready to argue the matter. I was further presented with a counter-application for postponement *sine die* and an alternative basis for a postponement and a stay of the application.
- [32] Mr van Rensburg's statement to me that he was not ready to argue, and that he required time to prepare resonated and I enquired from Mr Sawma SC what I should do in the face of it.
- [33] Mr van Rensburg thereafter made the following submissions:

"MR VAN RENSBURG: If, if Your Lordship is in this division again, postpone it to two weeks, three weeks or whatever the case is, have the parties file heads with time limits and then hear the matter, today, today's costs can be reserved, I do not know ... I have not gotten instructions for, for tendering the costs but we are not at fault, the Applicant elected to put it down, maybe it trust in the courts, I do not know, but I cannot tell you with the open transit, well, let us pay the costs because we, we were supposed to file the affidavit yesterday, which we now did and we are now in court and we do not have heads, and it is

because of what?”

And:

“MR VAN RENSBURG : So, my suggestion is, M’Lord, give it a short postponement, I ..., if this court is set down for expeditious hearing of sequestrations, well, we can do it in two weeks, then there is time to do heads, there is time to properly consider the matter, get it done but to have the matter on the unopposed roll ...

COURT: ... and I am looking at your attorney, are you going to raise any objection in me ‘keeping the matter’, [intervened]

MR VAN RENSBURG : I will not, M’Lord. Your Lordship is not ..., I [indistinct] says that Your Lordship would, would prejudice any of the parties, I am confident that Your Lordship will have an open mind.

COURT: Because the, the thing I want to, the thing I want to ... the thing I do not want to cause is that another judge, and the judicial time in having to read all of this again ...”

[34] I postponed the matter for hearing on 12 September 2025 after specifically enquiring whether it suited the parties and their counsel and made ancillary orders relating to the filing of heads of argument and a practice note.

[35] After granting the postponement, ensuring that there was no objection to me hearing the matter and senior counsel giving an assurance (after taking instructions) that he was confident that I would have an open mind, I was flabbergasted to receive an application for my recusal.

[36] The test for recusal is objective and constitutes an assessment of whether a reasonable litigant in possession of all the relevant facts would have a reasonable apprehension that the judge is biased and unable to bring an impartial mind to bear on the issues in dispute.⁴

[37] The onus rests on the applicant in an application for recusal.⁵

[38] The point of departure when applying the test is a presumption of

⁴ **South African Human Rights Commission obo South African Jewish Board of Deputies v Masuku and Another** 2022 (4) SA 1 (CC) at paragraph [64]

⁵ **President of the Republic of South Africa and Others v South African Rugby Football Union and Others** 1999 (4) SA 147 (CC) at paragraph [48]

impartiality which can be displaced with “*cogent evidence*”.⁶

[39] Neither Mr Sawma nor Mr van Rensburg are shrinking violets.⁷

[40] My remarks, which were used to attempt to satisfy the onus, although robust, related to procedure and not to the merits of the application in any way.

[41] It is clear from the typed record that I in fact indicated to the parties that I required argument at the postponed hearing date on the nature of the guarantee and intercession.

[42] After due consideration of the application for my recusal and the submissions made by Mr van Rensburg, I was of the view that the application did not satisfy the test for recusal.

[43] I therefore refused the application for my recusal.

[44] As stated at the outset, this is an application for the provisional sequestration of Maree by Investec. Maree raised three defences:

⁶ **South African Human Rights Commission obo South African Jewish Board of Deputies v Masuku and Another** 2022 (4) SA 1 (CC) at paragraph [60]

⁷ **S v Gibson** 1979 (4) SA 115 (D) at page 130 C

[44.1] firstly, that his liability is disputed insofar as a written guarantee signed by him stands to be declared void in terms of the National Credit Act 34 of 2005 (“NCA”) as it constituted reckless credit;

[44.2] secondly, Investec had instituted proceedings against Santam for recovery of the same debt, and therefore it would be unjust for Maree to be sequestrated whilst those proceedings were being determined; and

[44.3] thirdly, that there was no benefit to creditors as Maree’s estate is valued at under R1.5 million.

[45] I deal shortly with the facts.

[46] On or about 18 December 2020, Investec entered into a written loan agreement with Viturwell pursuant to which it advanced Viturwell an amount of approximately R182 million.

[47] Viturwell was to repay the amounts to Investec by no later than 1 May 2024 but failed to do so.

[48] Viturwell was liquidated at the instance of Investec on 6 December

2024.

[49] As security for Viturwell's liability to Investec, Maree and Investec concluded an agreement titled "*Guarantee and Indemnity*" ("the Maree guarantee").

[50] The terms of the guarantee that bear repeating for the purpose of this judgment are the following:

"1. This guarantee and indemnity (guarantee) is made by the Guarantor Group in favour of Investec and its successors or assigns. The Guarantor Group hereby unconditionally and irrevocably guarantees as a principal obligation:

1.1 the due and punctual payment of all and any monies which Viturwell (Pty) Limited (debtor) may now or from time to time in the future owe to Investec from whatsoever cause and howsoever arising, including any judgment debt against the debtor; and

1.2 the due and punctual performance and discharge by the debtor of each of the debtor's obligations to Investec under or arising from all contracts or agreements entered

into or to be entered into in the future between Investec and the debtor,

on the basis that the amount(s) to be paid under this guarantee shall be unaffected by any compromise of any claim that Investec may have against the debtor, whether pursuant to the adoption of a business rescue plan or otherwise, and accordingly the claims of Investec hereunder shall be for the amount owing by the debtor prior to any such compromise.”

and:

“1. The guarantor understands that this guarantee will secure not only one transaction but also any and all future transactions entered into between the debtor and Investec as provided for in this guarantee and indemnity unless clause 1 indicates that the guarantee expressly applies only in respect of the obligations of the debtor under or in connection with the specific loan agreement.”

and:

“4. The guarantor understands that its liability in terms of the

guarantee will be continuous until all the debtor's existing and future obligations have been met as provided for in this guarantee."

[51] Maree thus undertook to satisfy upon demand the obligations of Viturwell to Investec in terms of specifically, the underlying loan agreement.

[52] On 11 October 2024, Investec delivered a demand to Maree seeking payment under and in terms of the Maree guarantee.

[53] In response, Maree issued a summons seeking an order declaring the Maree guarantee to be reckless credit and setting aside his rights and obligations under the Maree guarantee, alternatively suspending the force and effect of the Maree guarantee for a period of 2 years ("the summons").

[54] In the summons, Maree alleges that:

"Since Plaintiff was called upon to honour the guarantee, he is over-indebted, as contemplated by section 79 of the NCA, in that he will not be able to satisfy the debt as per the terms of the guarantee having regard amongst others, to his financial means,

prospects and obligations.”

[55] In the summons, Maree alleges that the Maree guarantee is one as contemplated in section 8(1) of the NCA, to wit, a “*credit guarantee*” as defined in section 8(5).

[56] In the answering affidavit in the main application, Maree testifies that:

“It cannot be disputed that the credit guarantee is an [sic] credit agreement that falls within the ambit of the Act – section 8(1)(c) of the Act expressly provides that a credit guarantee is a credit agreement for the purposes of the Act.

[57] Maree seeks to invoke the Badenhorst rule as a basis to avoid his sequestration.

[58] The Badenhorst rule, however, only finds application in the realm of factual disputes, it does not apply to purely legal disputes.⁸

[59] The dispute raised by Maree is a legal question, namely does the Maree guarantee stand to be set aside, alternatively, is liability thereunder suspended on the basis that it constitutes reckless credit in

⁸ **Orestisolve (Pty) Limited t/a Essa Investments v NDFT Investment Holdings (Pty) Limited and Another** 2015 (4) SA 449 (WCC) at paragraph [12]

terms of Section 79 of the NCA.

[60] Section 4(1) of the NCA provides that:

“(1) Subject to sections 5 and 6, this Act applies to every credit agreement between parties dealing at arm's length and made within, or having an effect within, the Republic, except-

(a) a credit agreement in terms of which the consumer is-

(i) a juristic person whose asset value or annual turnover, together with the combined asset value or annual turnover of all related juristic persons, at the time the agreement is made, equals or exceeds the threshold value determined by the Minister in terms of section 7 (1);

....

(b) a large agreement, as described in section 9(4), in terms of which the consumer is a juristic person whose asset value or annual turnover is, at the time the agreement is made, below the threshold value determined by the Minister in

terms of section 7(1);”

[61] A “*large agreement*” is one in which the principal debt under the transaction exceeds R250 000,00.⁹

[62] Section 4(2)(c) reads as follows:

“this Act applies to a credit guarantee only to the extent that this Act applies to a credit facility or credit transaction in respect of which the credit guarantee is granted;”

[63] Section 8(5) of the NCA reads as follows:

“An agreement, irrespective of its form but not including an agreement contemplated in subsection (2), constitutes a credit guarantee if, in terms of that agreement, a person undertakes or promises to satisfy upon demand any obligation of another consumer in terms of a credit facility or a credit transaction to which this Act applies.”

[64] The loan to Viturwell is demonstrably a large agreement. Maree guarantees the obligations of Viturwell in terms of a large agreement to

⁹ Section 9(4) of the NCA read with “*Determination of Thresholds*” published in terms of the NCA under General Notice 713 in Government Gazette 28893 of 1 June 2016

which the NCA does not apply.

[65] Part D of the NCA applies only to credit agreements and consumers as defined in the NCA.

[66] The Maree guarantee is an undertaking or promise to satisfy upon demand the obligations of Viturwell in terms of the underlying loan agreement, which is a large agreement. I therefore find that the provisions of Part D of the NCA are not applicable to the Maree guarantee.

[67] As a second string to this bow, Maree alleges that the Maree guarantee is “*self-contained contract that creates a principal obligation, and not an accessory obligation*” and therefore remains governed by the NCA.

[68] It is clear to me from the wording of the Maree guarantee that he interceded as co-principal debtor with Viturwell for the amounts owing to Investec by Viturwell. In doing so, Viturwell was not liberated from its obligations. Rather, both Maree and Viturwell became liable *in solidum* for the debt.¹⁰

¹⁰ **Total South Africa (Pty) Limited v Bekker NO** 1992 (1) SA 617 (A) at 627 G to 628 C

- [69] The purpose of the Maree guarantee was not for Investec to provide credit to Maree. Although Maree points to the phraseology of the Maree guarantee which speaks to a “*principal obligation*”, what is recorded to be that principal obligation is the guarantee of the due and punctual payment by Viturwell to Investec, which Maree guarantees.
- [70] Indeed, no credit was ever advanced to Maree, and he cannot and does not assert for the converse.
- [71] No credit provider – consumer relationship was established between Maree and Investec and the Maree guarantee thus, factually, could not be a credit facility or credit transaction in its own right.¹¹
- [72] Alternatively, a further assertion was made in the answering affidavit, but not advanced during argument, that the Maree guarantee is not a credit guarantee because it “*makes no reference whatsoever to the Loan Agreement*” and therefore the “*exclusion contained in section 4(2)(c) of the NCA does not apply ...*”.
- [73] Maree’s argument would mean Maree’s argument would mean that every continuing and covering security given by a surety or guarantor would not (and could not) constitute a “Credit Guarantee” in relation to a loan

¹¹ **Shaw v McIntosh and Another** 2019 (1) SA 398 (SCA) at paragraphs [12] and [13]

agreement if such was not specifically referred to in the suretyship/guarantee, even though it is manifest that section 8(5) of the NCA was directed at the regulation of this very type of agreement.

[74] Not only is this argument absurd, but it would also profoundly (and adversely) affect the entire financial and banking sector.

[75] A purposive approach must be adopted to ascertain whether an agreement constitutes a credit guarantee.¹²

[76] It is not disputed that the Maree Guarantee was given as security for Viturwell's indebtedness to Investec under and in terms of the Loan Agreement.

[77] The Maree Guarantee and the Loan Agreement were executed on the same day.

[78] If the Maree Guarantee was not issued in respect of the Loan Agreement, it begs the question for what debt it was "*granted*"? Only one debt of Viturwell to Investec is advanced by Investec, and no other debts are referenced. Indeed, Investec confirms that only one loan facility was granted by it to Viturwell.

¹² **Ratlou v Man Financial Services SA (Pty) Limited** 2019 (5) SA 117 (SCA) ("Ratlou")

[79] I consequently reject any argument that the Maree guarantee was not a credit guarantee as defined the NCA.

[80] A suggestion by Maree in his papers that the action instituted by him renders the application for sequestration *lis alibi pendens* is simply wrong.¹³

[81] Maree contends that his sequestration would be “*unfair, unreasonable, and/or unduly harsh*” in that Investec has brought proceedings against Santam to recover the same amount or the same debt.

[82] Maree’s attempts to rely upon Investec’s application against Santam are wholly disingenuous considering that on the very documents put up by Maree in his answering affidavit:

[82.1] he seeks to vitiate and withdraw from his guarantee and suretyship to Santam;

[82.2] he caused Viturwell to have a summons issued against Investec and Santam seeking to have the Santam guarantee declared unenforceable and/or void; and

¹³ **Collett v Priest** 1931 (AD) 290 at 299

[82.3] he cannot simultaneously contend that he has a contingent liability in Santam in circumstances where he disputes this liability.

[83] The quantum of the two debts is also different and even if Santam were to be held liable in terms of the guarantee, Maree will still be indebted to Investec for approximately R4 million.

[84] In the summons, Maree says: *“He will not be able to satisfy the debt as per the terms of the guarantee ...”*.

[85] The summons unequivocally notifies any reasonable person reading it, that Maree is unable to pay his debts as and when they fall due.¹⁴

[86] I find that this is an act of insolvency in terms of Section 8(g) of the Insolvency Act.

[87] Maree’s assertion that *“There would not be a dividend of any real value payable to any of the creditors, not even mentioning the concurrent creditors.”*¹⁵ puts it beyond doubt that that Maree is factually insolvent.

¹⁴ **Court v Standard Bank Limited; Court v Bester NO and Others** 1995 (3) SA 123 (A) at 134 A

¹⁵ Answering affidavit, paragraph 104

[88] Maree contends that there will not be an advantage for creditors as opposed to Investec's analysis of his assets and liabilities which suggests that a dividend of up to R0,75 may be achieved. The difference lies mainly in the value of shares in various in various companies. Maree puts up various share registers showing that the shareholders of the companies which Investec asserts belongs to him, belongs to others.

[89] He alleges that he made it "*expressly clear*" to Investec that the shares did not belong to him. This assertion was shown to be palpably false in reply. The replying affidavit also, *prima facie*, shows the possible misappropriation of large amounts of money which should have been paid to Investec.

[90] There are reasonable grounds for concluding that upon a proper investigation by way of an enquiry under section 65 of the Insolvency Act, a trustee may be able to unearth assets which might be attached, sold and the proceeds disposed of for distribution amongst creditors (for example the shares).¹⁶

[91] I need not be satisfied that there will be an advantage to creditors in

¹⁶ See **Dunlop Tyres (Pty) Limited v Brewitt** 1999 (2) SA 580 (W) at 583 E; **Liberty Group v Moosa** 2023 (5) SA 126 (SCA) at paragraph [27]

the sense of immediate financial benefit. The court need be satisfied only that there is reason to believe, not necessarily a likelihood, but a prospect not too remote, that as a result of investigation and enquiry, assets might be unearthed that will benefit creditors.¹⁷

[92] I am indeed satisfied that advantage in this sense has been established on the papers.

[93] At the hearing of the application and after my refusal of the recusal application, Mr van Rensburg, on behalf of the Respondent, very faintly contended that there is no advantage to creditors.

[94] Mr van Rensburg did not meaningfully engage the central disputes, i.e. whether the Maree guarantee was a credit guarantee in terms of the National Credit Act or not and what the consequences would be.

[95] In the result I am of the view that a provisional sequestration order should follow.

It is hereby ordered that:

¹⁷ **Commissioner, South African Revenue Services v Hawker Air Services (Pty) Limited; Commissioner, South African Revenue Services v Hawker Aviation Partnership and Others** 2006 (4) SA 292 (SCA) at paragraph [29]

1. The estate of the Respondent is placed under provisional sequestration.
2. The Respondent and any other party who wishes to avoid such an order being made final are called upon to advance reasons, if any, why the court should not grant a final order of sequestration of the said estate on the 9th day of March 2026 at 10:00 or as soon thereafter as the matter may be heard.
3. A copy of the order must forthwith be served:
 - 3.1 on the Respondent personally;
 - 3.2 on the employees of the Respondent, if any;
 - 3.3 on all trade unions of which the employees of the Respondent are members, if any;
 - 3.4 on the Master; and
 - 3.5 on the South African Revenue Services.
4. The costs of this application are costs in the sequestration of the Respondent's estate.

THERON AJ

Acting Judge of the High Court

Date of hearing: 12 September 2025

Date of judgment: 1 October 2025

Appearances:

Counsel for Applicant : A G Sawma SC
J M Hoffman

Attorneys for Applicant : TWB – Tugendhaft Wapnick

Counsel for Respondent : S J Van Rensburg SC

Attorneys for Respondent : Machobane Kriel Inc