

SAFLII Note: Certain personal/private details of parties or witnesses have been redacted from this document in compliance with the law and [SAFLII Policy](#)

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

Case no: 2023-109603

- (1) REPORTABLE: NO
- (2) OF INTEREST TO OTHERS JUDGES: NO
- (3) REVISED: NO

In the matter between:

SEMI CONDUCTOR SERVICES EXPORT DIVISION (PTY) LTD 1ST APPLICANT

(REG NO: 1979/06212/07)

MARIANNA VAN ZYL 2ND APPLICANT

And

ABSA BANK LTD RESPONDENT

JUDGMENT

Introduction

[1] This is an application brought by the Applicants for a mandatory interdict to compel the Respondent to:

[1.1] Cancel the mortgage bond registered over Erf 3[...] Beaufort West, in terms of a Settlement Agreement dated 28 July 2021 that was made an order of court on 3 August 2021; and

[1.2] Hand over the Original Title Deed of the above property to the First Applicant upon cancellation of the mortgage bond.

Background

[2] Preceding the signing of a Settlement Agreement, there existed numerous disputes between the Respondent and the First Applicant, the Second Applicant's late husband, Gerrit Geyser Van Zyl, and other entities namely, Westgate Motors (Pty) Ltd and Quantum Leap Investments 122 (Pty) Ltd.

[3] Prior to his death, Mr Van Zyl was a Director of the First Applicant.

[4] It appears that this application relates to the dispute between the Respondent and the First Applicant and Mr Van Zyl under case number 2019/34917.

[5] During 2007, Moto Trust (registration number: IT 2394/1999) obtained a loan from the Respondent under the loan account number 8[...] to finance the development of a Spar complex on Erf 6[...] and Erf 6[...] Beaufort West, by raising finance on Erven 6[...], 6[...], 5[...], 3[...], and 3[...] Beaufort West.

[6] As security for the loan, a second continuing covering mortgage bond for an amount of R12 000 000.00 was registered over Erf 3[...] Beaufort West and as a first charge over Erven 3[...], 5[...], 6[...], and 6[...] Beaufort West.

[7] The loan was further secured by a first continuing covering mortgage bond for an amount of R500 000.00 over Erf 3[...] Beaufort West.

[8] An unlimited joint and several suretyships were provided in respect of the above loan by the First Applicant and Mr Van Zyl.

- [9] Moto Trust was liquidated in 2014 and all the immovable property of Moto Trust except the property linked to the bond account number 8[...] was sold in about 2016.
- [10] The property under the bond account number 8[...] was eventually sold in 2022. However, there was a shortfall on the property due to accumulating interest.
- [11] The Respondent then sued the First Applicant and Mr Van Zyl during 2019 under case number 2019/34917 as sureties for the monetary sum of R8 892 987.37 plus interest and costs.
- [12] The action culminated in summary judgment proceedings, in which judgment was granted in favour of the Respondent for the above monetary sum including interest and costs.
- [13] The suretyship agreement annexed to the Combined Summons as Annexure “C” includes a provision in clause 5 for an additional / collateral Mortgage Bond over the Remainder Erf 3[...] Beaufort West for an amount of R1 400 000.00, and in clause 6.2., provision is made for the registration of a Notarial Bond for R500 000.00 to be registered over Fixture and Fittings for the Remainder Erf 3[...] Beaufort West.
- [14] On 28 July 2021, the parties (referred to below in para [15]) entered a written Settlement Agreement, in which the Second Applicant was joined as a Third Party because her husband, Mr Van Zyl was by that time deceased.
- [15] The parties to the Settlement Agreement included:
- ABSA Bank Limited (cited as Applicant/Plaintiff) v Marianna Van Zyl (cited as Third Party);
- ABSA Bank Limited (cited as Applicant) v Westgate Motors (Pty) Ltd (cited as Respondent) under case number: 2019/35662;
- ABSA Bank Limited (cited as Plaintiff) v Semi-Conductor Services Export Division (Pty) Ltd (cited as First Defendant) and Gerrit Geyser Van Zyl (cited as Second Defendant) under case number: 2019/34917; and

ABSA Bank Limited (cited as Applicant) v Quantum Leap Investments 122
(Pty) Ltd (cited as Respondent) under case number: 2019/3454.

- [16] The Settlement Agreement was made an order of court on 3 August 2021 under case number 2019/35662.
- [17] The Settlement Agreement was concluded on the basis that the Second Applicant would pay the settlement amount of R7 000 000.00 on behalf of all entities and/or individuals, in full and final settlement of all and any claims or counterclaims the parties had against each other.
- [18] The settlement amount was duly paid by the Second Applicant, and the Respondent cancelled the mortgage bonds relating to the properties of Westgate Motors and Quantum Leap Investments 122.
- [19] After the Settlement Agreement was made an order of court, the Respondent did not cancel the mortgage bond over the Beaufort property because it avers that the bond was under a separate facility under account number 8[...], which it claims was not contemplated by the parties at the time that they reached the Settlement Agreement and was therefore not included in the Settlement Agreement.
- [20] The Applicants contend that the mortgage bond over the Beaufort property was contemplated by the parties upon reaching the Settlement Agreement and was implicitly included therein under case number 34917/2019.
- [21] Prior to this application being lodged, the Applicants submitted a complaint to the ombudsperson who held that the Settlement Agreement did not include the account number 8[...] and that the Respondent could proceed against the Beaufort property as security.
- [22] The main issue in dispute relates to the intention of the parties when they entered the Settlement Agreement as to whether the suretyship provided by the First Applicant and the late Mr Van Zyl regarding a mortgage bond registered over the Beaufort property is included in the Settlement Agreement.

Determining the intention of the parties

- [23] In *Van der Westhuizen v Arnold*,¹ the Supreme Court of Appeal held that the golden rule of interpretation requires a court to determine the intention of the parties by considering the terms of the contract.²
- [24] In doing so, the Court found that regard must be given to the context within which the contractual words or phrases are used in relation to the contract as a whole. In other words, the nature and purpose of the contract must be considered as well as the background circumstances that provides insight into the origins and purpose of the contract. The Court described background circumstances as matters that were most likely present in the minds of the parties when they contracted.³
- [25] If the wording of the contract in relation to its context and background circumstances results in an ambiguous interpretation or lends itself to multiple interpretations, the Court held that consideration may be given to surrounding circumstances, which includes previous negotiations and correspondences and the conduct of the parties to provide insight into what they had intended when they contracted.⁴
- [26] In *Engelbrecht v Senwes Ltd*,⁵ the Supreme Court of Appeal provided further clarity on the golden rule of interpretation by finding that background information is always admissible, while surrounding circumstances are only admissible if a contextual interpretation of the contract fails to provide clarity or certainty.⁶
- [27] However, in *Masstores (Pty) Ltd v Murray & Roberts Construction (Pty) Ltd*,⁷ the Court decided that ambiguity is not needed to consider surrounding circumstances.⁸

¹ 2002 (6) SA 453 (SCA).

² *Ibid* para 2.

³ *Ibid* paras 1, 4.

⁴ *Ibid* paras 2, 4.

⁵ 2007 (3) SA 29 (SCA).

⁶ *Ibid* paras 6-7.

⁷ 2008 (6) SA 654 (SCA).

⁸ *Ibid* para 7.

[28] In fact, in *KPMG Chartered Accountants (SA) v Securefin Limited*,⁹ the Supreme Court of Appeal decided that the distinction between background and surrounding circumstances is artificial, so that everything can now be admitted.¹⁰

[29] By 2012, the Supreme Court of Appeal in *Natal Joint Municipal Pension Fund v Endumeni Municipality*¹¹ summarized the legal position regarding interpretation of documents including contracts as follows:¹²

“Interpretation is the process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as a whole and the circumstances attendant upon its coming into existence. Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax; the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all these factors. The process is objective not subjective. A sensible meaning is to be preferred to one that leads to an insensible or unbusinesslike results or undermines the apparent purpose of the document. Judges must be alert to, and guard against, the temptation to substitute what they regard as reasonable, sensible or businesslike for the words actually used ... In a contractual context, it is to make the contract for the parties other than the one they in fact made. The ‘inevitable point of departure is the language of the provision itself’, read in context and having regard to the purpose of the provision and the background to the preparation and production of the document.”

⁹ 2009 (4) SA 399 (SCA).

¹⁰ Ibid para 39.

¹¹ 2012 (4) SA 593 (SCA).

¹² Ibid para 18.

- [30] The Court therefore re-confirmed its position that contractual interpretation requires consideration of the wording of the contract with regard to the ordinary rules of grammar and syntax, the context of the contractual provisions, which would include headings, sub-headings, definitions sections etc., the purpose of the contractual provisions, and correspondences and pre-contractual negotiations between the parties that resulted in the contract.
- [31] Applying the above approach to this matter, it means that the language of the Settlement Agreement must first be considered.

Settlement Agreement

- [32] The parties agree that the language of the Settlement Agreement is clear enough to ascertain the intention of the parties, and that consideration of the Settlement Agreement alone is sufficient to do so.
- [33] Having regard to the wording of the Settlement Agreement, it is clear that it binds the parties under case numbers 2019/35662, 2019/34917, and 2019/34545.
- [34] Nowhere in the Settlement Agreement is explicit reference made to the Beaufort property under account number 8[...].
- [35] The Settlement Agreement also does not contain a specific section addressing its purpose. Yet, this can be gleaned from clauses 10 and 20, which read:

“SETTLEMENT

10. Whereas the parties have agreed to settle the matter on the basis that the Third Party pays the settlement amount and costs on behalf of all entities and/or individuals for all and any claim or counterclaims the parties may have against one another herein, in full and final settlement and wish to record the terms thereof in writing.

FULL AND FINAL SETTLEMENT

20. This agreement is in full and final settlement of all and any claims or counter claims between Absa Bank Limited and Westgate Motors (Pty) Ltd, Semi-Conductor Services Export Division (Pty) Ltd and Quantum

Leap Investments 122 (Pty) Ltd as well as against the estate of Gerrit Geyser Van Zyl arising from the cause of action as set out in the pleadings under the aforesaid case numbers [2019/35662, 2019/34917, and 2019/34545].”

[36] The Settlement Agreement was therefore intended to fully and finally settle all and any claims between the parties and arising from the cause of action as contained in the Combined Summons under case numbers 2019/35662, 2019/34917, and 2019/34545.

[37] The cause of actions is described in clause 9 of the Settlement Agreement as follows:

“9.1. Westgate Motors (Pty) Ltd for a Commercial Property Finance Agreement under account number 701 002 4855 and mortgage bond number B49987/2007.

9.2. On Semi-Conductor Services Export Division (Pty) Ltd and Gerrit Geyser Van Zyl for a loan agreement, mortgage bonds and continuing covering mortgage bonds for Moto Trust in favour of Absa Bank Limited an unlimited joint and several suretyships (incorporating a cession of claims or loan accounts) by these two entities and Westgate Motors (Pty) Ltd.

9.3. On Quantum Leap Investments 122 (Pty) Ltd in respect of a Mortgage Loan Agreement under account number 806 451 1631 and mortgage bond number B117370/2006.”

[38] In relation to this application, the relevant cause of action relates to the matter under case number 2019/34917, which the Respondent instituted against the First Applicant and the late Mr Van Zyl, both of whom held unlimited joint and several suretyships in respect of a loan agreement, mortgage bonds and continuing covering mortgage bonds for Moto Trust in favour of the Respondent.

[39] Further relevant provisions of the Settlement Agreement include:

“11.2. [The amount of R7 000 000.00] is for all and any claims, counter claims and/or deed of sureties forming the subject matter of such claims from Absa Bank Limited in respect of the entities namely, Westgate Motors (Pty) Ltd, Semi-Conductor Services Export Division (Pty) Ltd and Quantum Leap Investments 122 (Pty) Ltd as well as against the estate of Gerrit Geyser Van Zyl.

...

23 Absa Bank Limited will appoint their Attorney of record or Bond Cancellation Attorneys to cancel all bonds and loans with all the aforesaid entities without any further costs apart from the cancellation costs and provide the original title deeds to the entities after receipt of the capital amount and costs, without delay as soon as practically possible having received the settlement by Absa Bank Limited’s Attorneys of record.

24. This agreement does not amount to a novation of Absa Bank Limited’s original causes of action only to the extent that should the amount and costs not be paid in terms of this settlement, Absa Bank Limited may proceed with the legal matters against Westgate Motors (Pty) Ltd, Semi-Conductor Services Export Division (Pty) Ltd and Quantum Leap Investments 122 (Pty) Ltd as well as the estate of Gerrit Geyser Van Zyl and the Third Party may not use this settlement in any application or action and is this settlement agreement then null and void and without prejudice to any of Absa Bank Limited’s rights in aforesaid case numbers under litigation or any other legal process that Absa Bank Limited may institute.”

[40] The wording of the Settlement Agreement indicates that the parties intended for all and any claims by the Respondent against the Applicants in respect of their suretyship obligations to be included in the settlement.

[41] Notably, clause 9.2. does not specify loan account and bond numbers linked to the First Applicant and the late Mr Van Zyl. In contrast, clauses 9.1. and 9.3.

indicate specific loan account and bond numbers relating to Westgate Motors (Pty) Ltd and Quantum Leap Investments 122 (Pty) Ltd.

[42] It cannot be a pure coincidence that the bond and loan account numbers were omitted from clause 9.2., especially when the loan account and bond numbers were specified in clauses 9.1. and 9.3. in relation to the other entities. The omission of specific loan account and bond numbers indicates that the parties had intended for all and any of the Respondent's claims against the Applicants to be covered by the Settlement Agreement, which necessarily would have included their claim in respect of the Beaufort property.

[43] This conclusion is further fortified by the correspondences between the parties during the pre-contractual negotiations.

Correspondences and pre-contractual negotiations

[44] The pre-contractual negotiations included the below correspondence between the Applicants' and Respondent's attorneys.

[45] In a letter dated 22 June 2021, the Respondent's attorneys informed the Applicants' attorneys

“that it would consider an offer of R8.5 million in respect of the indebtedness on account numbers 7[...], 8[...] and 8[...], plus a contribution towards costs in the amount of R420 000.00.”¹³

[46] In a letter dated 1 July 2021, the Applicants' attorneys refer to the above letter of 22 June 2021 and indicate the following case numbers in their subject line: 2019/35662, 2019/34545, 34917/2019. In this letter, they tendered an amount of R6 420 000.00 and indicated that they would be willing to sign a settlement agreement

“that includes all entities and all claims from the [Respondent] and the settlement must be in full and final settlement of all claims on all accounts as well as suretyships.”

¹³ Own emphasis.

[47] To this, the Respondent's attorneys advised in an email dated 7 July 2021 that the Respondent was

“prepared to accept the amount of R7 420 000.00 from the family of the late Mr van Zyl in full and final settlement of the indebtedness forming the subject of the matters dealt with by our firm. However, our client is not prepared to sign a settlement agreement with the related companies against which liquidation applications are pending. As you are undoubtedly aware, such a settlement agreement may prejudice our client's liquidation applications in the event of the family's failure to make payment of the settlement amount. Inevitably, payment would not result from the solvency of the companies but rather the advance by the members of the family. Our client would be more amenable to settle with the executor of the deceased estate. The conditions of such settlement may then rather include [the Respondent's] withdrawal of any pending litigation on receipt of payment.”¹⁴

[48] A Settlement Agreement was consequently drafted and signed by the parties for R7 000 000.00.

Parties' arguments

[49] The Applicants contend that after Mr Van Zyl passed away, his wife, the Second Applicant instructed her attorney to try and settle all the matters between the Respondent and the other entities including her late husband and the First Applicant.

[50] The Second Applicant further argues that given that the mortgage bond on account number 8067412194 for Moto Trust and the suretyship in respect thereof, was registered in 2007, the bond and suretyship formed part of the Settlement Agreement.

[51] During oral argument, counsel for the Applicants, Mr Steyn, pointed out that the only companies that were explicitly excluded from the settlement negotiations

¹⁴ Own emphasis.

were those against which liquidation applications were pending. Here, reference was made to the Respondent's attorneys' letter of 7 July 2021 where they clearly state that companies against which liquidation applications are pending will be excluded from the settlement agreement. Since Moto Trust had already been liquidated at that point, its exclusion from the Settlement Agreement could not have been contemplated by the parties.

- [52] The Applicants view is therefore that had the Respondent intended to exclude the Beaufort property from the Settlement Agreement, it would have done so explicitly.
- [53] The Second Applicant further submits that had the property linked to the above mortgage bond and suretyship been sold soon after Moto Trust's liquidation, there would not be any shortfall arising from the accumulating interest therefore the Second Applicant cannot be held liable for the Respondent's negligence in this regard.
- [54] The Respondent informed the Court that it was not responsible for the sale of the property. The executor of the deceased estate had managed the process of the sale.
- [55] The Respondent argues that neither a description of the Beaufort property nor the account number to which it is linked (8[...]) appears in the Settlement Agreement, which is an indication that the parties had not intended to include it.
- [56] The Respondent claims that the correspondence between their attorneys and the Applicants' attorneys dated 22 June 2021 and 1 July 2021 is a further indication that the Beaufort property was not included in their precontractual negotiations. To this end, the Respondent refers specifically to the account numbers listed in their communication of 22 June 2021, which does not include the account number linked to the Beaufort property, and to the Applicants' letter of 1 July 2021, which lists the case numbers: 2019/35662, 2019/34545, and 34917/2019.

- [57] The Respondent is of the view that the above correspondence illustrates that the parties were discussing settlement in respect of the above accounts and case numbers and not in respect of all related entities.
- [58] The Respondent suggests that clause 20 of the Settlement Agreement, which is titled “Full and Final Settlement”, refers only to matters “arising from the cause of action as set out in the pleadings under the aforesaid case numbers”, namely 35662/2019, 34917/2019 and 34545/2019.
- [59] The Respondent’s interpretation of the above is that the claim against Moto Trust under account number 8[...] was thus not included in clause 9 of the Settlement Agreement and therefore did not form part of the Settlement Agreement.
- [60] The Respondent contends that had the Applicants intended to include the Beaufort property in the Settlement Agreement, they would have done so explicitly.

Conclusion

- [61] Although the Respondent’s letter of 22 June 2021 does not include the Beaufort property account number 8[...], the Applicant’s response set out in their letter of 1 July 2021 makes it clear that they intend for all claims on all accounts as well as suretyships, to be covered by the Settlement Agreement. This is reinforced in the wording of clauses 10, 11.2. and 20 of the Settlement Agreement.
- [62] Furthermore, the Respondent’s letter of 7 July 2021 advises that any settlement does not include related companies against which liquidation applications are pending. Yet, Moto Trust was liquidated in 2014, seven years before the parties shared the above correspondences with each other.
- [63] Therefore, liquidation applications in respect of the Beaufort property could not have been pending at that stage, which means that the Respondent could not have intended for the Beaufort property to be excluded from the Settlement Agreement. If they had, they would have explicitly excluded it in the pre-contractual negotiations and in the Settlement Agreement itself.

[64] The Second Applicant's instructions to her attorneys were also to settle all claims on all accounts with the Respondent. If she had intended for the Beaufort property to be excluded from the Settlement Agreement, it would have similarly been done so explicitly.

[65] I must therefore conclude that the parties intended for the suretyship in respect of the Beaufort property to be included in the Settlement Agreement.

[66] Having determined that the Settlement Agreement included the Beaufort property, I now turn to the Applicants' claim for a mandatory interdict.

Mandatory interdict

[67] The requirements for an interdict are trite. They include a) the establishment of a clear right, b) an injury actually committed or reasonably apprehended, and c) the absence of any other satisfactory remedy.¹⁵

[68] I deal with each requirement in turn.

a) Clear right

[69] While the Applicants do not deal with the requirements for a mandatory interdict in their papers, during oral argument, Mr Steyn submitted that a clear right arises from the Settlement Agreement.

[70] The Respondent contends that a clear right is only established if the Settlement Agreement makes provision for the relief that the Applicants seek.

[71] The Respondent further argues that the Applicants have failed to establish a clear right on a balance of probabilities.

[72] In *Equistock Properties 8 (Pty) Ltd v Oosthuizen*,¹⁶ the Supreme Court of Appeal held that whether an applicant has a clear right, is a question of substantive law. But whether the right has been established, is an evidential question. The Court goes on to say,

¹⁵ *Francis v Roberts* 1973 (1) SA 507 (RA) at 511E where Beadle CJ referred to *Setlogelo v Setlogelo* 1914 AD 221 at 227.

¹⁶ (738/2023; 739/2023) [2025] ZASCA 6 (29 January 2025).

“Where the point is genuinely in dispute in opposed application proceedings, the applicant can only succeed if the facts averred by the respondent, together with the facts in the applicant’s affidavits, which the respondent admits, establishes that right.”

[73] Erasmus, in his commentary in the Superior Court Practice, notes that “to establish a clear right the applicant has to prove on a balance of probability the right which he seeks to protect.”¹⁷

[74] Given my above finding that the Beaufort property is included in the Settlement Agreement and therefore in terms of clause 23 that the bond relating to the property must be cancelled and the original title deed returned to the parties to the Settlement Agreement, it is my finding that a clear right on the part of the Applicants has been established.

b) An injury actually committed or reasonably apprehended

[75] During oral argument, Mr Steyn submitted that there is a reasonable apprehension of harm should the interdict not be granted because the bond will continue to not be released by the Respondent.

[76] The Respondent argues that the Applicants have not provided any evidence to satisfy the requirement of harm.

[77] In V&A Waterfront Properties (Pty) Ltd v Helicopter and Marine Services (Pty) Ltd,¹⁸ the Supreme Court of Appeal noted that “to prove the necessary injury or harm it is enough to show that a right has been invaded.”

[78] In his commentary in the Superior Court Practice, Erasmus observes that this requirement involves providing

“proof of some act actually done showing interference with the applicant’s rights, or of a well-grounded apprehension that acts of the kind will be committed by the respondent.”¹⁹

¹⁷ RS 26, 2025, D6-19.

¹⁸ 2006 (1) SA 252 (SCA) para 21.

¹⁹ RS 26, 2025, D6-20.

[79] Erasmus contends that the word “injury” refers to an “act of interference with, or an invasion of, the applicant’s right, and resultant prejudice”. According to Erasmus, “it is sufficient to establish potential prejudice”. Furthermore, the threat must be continuous and “a threatened invasion of the rights under the agreement” suffices as “proof of injury reasonably apprehended.”²⁰

[80] An objective test is employed to determine whether the threat is reasonably apprehended. On a balance of probabilities, the applicant must show “that it is reasonable to apprehend that injury will result.”²¹

[81] Failure to grant the mandatory interdict will most likely result in the bond and original title deed to the Beaufort property continuing to be withheld by the Respondent, thus at the very least, a reasonable apprehension of harm to the Applicant exists.

c) No other satisfactory remedy

[82] Mr Steyn informed the Court that there is no other satisfactory remedy. Moreover, he submitted that a variation order is not required because the Settlement Agreement clearly sets out in clause 23 that the bond should be cancelled and the original title deed returned to the parties to the Settlement Agreement.

[83] As with the previous requirement, the Respondent argues that the Applicants have not provided any evidence to show that no other suitable remedy exists.

[84] To succeed on this requirement, the Applicant must show on a balance of probabilities that there is no suitable alternative remedy.²²

[85] To my mind, it is clear that no other suitable remedy is available to the Applicants other than to give effect to clause 23 of the Settlement Agreement, which requires the Respondent to cancel the bond over the Beaufort property and to deliver the original title deed over the property to the Applicants.

²⁰ RS 26, 2025, D6-20.

²¹ Ibid.

²² Erasmus Superior Court Practice RS 25, 2024, D6-21.

Order

Having perused the papers filed on record and having heard the parties, a rule nisi is hereby ordered:

- [86] To compel the Respondent to cancel the mortgage bond registered over Erf 3[...] Beaufort West (under account number 8[...]), in terms of the Settlement Agreement dated 28 July 2021 that was made an order of court on 3 August 2021.
- [87] To compel the Respondent to hand over the original title deed to the said property to the First Applicant upon cancellation of the mortgage bond.
- [88] A return date of 31 January 2026 is issued, on which date the Respondent must show cause as to why this order should not be made final.
- [89] The Respondent to bear the costs of this application on an attorney client scale B.

W AMIEN

ACTING JUDGE OF THE HIGH COURT

JOHANNESBURG

APPEARANCES:

Counsel for the Applicants:	Mr WP Steyn
Instructed by:	MW Nothnagel Attorneys
Counsel for the Respondent:	Mr N Alli
Instructed by:	J Mothobi Inc.

Judgment number: 2023-109603

Date heard: 9 September 2025

This judgment has been delivered by uploading it to the court online digital data base of the Gauteng Division, Pretoria and by e-mail to the attorneys of record of the parties. The deemed date and time for the delivery is 24 October 2025. .