



CASE NUMBER: 2023-057703

1. Reportable: No
2. Of interest to other judges: No
3. Revised: Yes

DATE: 28 October 2025

SIGNATURE: 
LINDEQUE AJ

In the matter between:

FIRSTRAND BANK LIMITED

Applicant

and

4 BEES INVESTMENTS (PTY) LIMITED

Respondent

In re:

4 BEES INVESTMENTS (PTY) LIMITED

Plaintiff

and

FIRSTRAND BANK LIMITED

Defendant

JUDGMENT

LINDEQUE AJ

1. The respondent ("4 Bees Investments") instituted action against the applicant (Firstrand Bank") for payment of damages in the amount of R65 700 000.00 plus interest and cost of suit.
2. The Firstrand Bank then brought this application in terms of Rule 33(4) of the Uniform Rules of Court to have its two special pleas raised against the action, namely prescription (paragraphs 4 to 8 of its plea) and 4 Bees Investments' lack of *locus standi* (paragraphs 9 to 14 of its plea) as well as 4 Bees Investments' replication to the special plea of prescription (paragraphs 1 and 2 of the replication) decided separately, prior to the remaining issues in the pleadings.
3. Just after this application was brought, 4 Bees Investments amended its replication to furnish a response to Firstrand Bank's special plea of lack of

locus standi by adding paragraphs 3.1 to 3.9 to its replication. It also brought a counter-application similarly seeking a separation of the issues of prescription and *locus standi* as well as to include its amended replication in respect of Firstrand Bank's special plea of *locus standi*.

4. 4 Bees Investments furthermore seeks the separation of 3 additional issues listed in paragraphs 1.5 to 1.7 of its counter-application ("the additional issues") and is of the view that the separation of the additional issues is convenient to both the parties and the court.

BACKGROUND

5. On 13 September 2021 Supply of Automotive Lubrication and Transmission (Pty) Limited ("SALT") was placed into winding-up in this court.

6. In April 2023 SALT's liquidators concluded an agreement with 4 Bees Investments in terms whereof SALT ceded and assigned an alleged damages claim against Firstrand Bank to 4 Bees Investments. The allegation is that Firstrand Bank unlawfully terminated credit facilities granted to SALT, resulting in SALT's final winding-up.
7. 4 Bees Investments purchased the damages claim for the sum of R8 000,00, which amount is deemed to be in full and final settlement of all further claims that 4 Bees Investments and SALT may have against each other.
8. 4 Bees Investments relies upon this agreement as *locus standi* to claim damages in the amount of R65 700 000,00 from Firstrand Bank.
9. 4 Bees Investments contends in its particulars of claim that SALT relied on the credit facilities in the carrying on of its day to day business and that SALT duly complied with its obligations in terms of the credit facilities.
10. During May and June 2016, Firstrand Bank terminated the credit facilities. 4 Bees Investments contends that as a result thereof, SALT was unable

to secure credit facilities with other financial institutions and unable to carry on its business, leading to its eventual ruin and winding-up.

SPECIAL PLEA OF PRESCRIPTION

11. In Firststrand Bank's first special plea, it contends that 4 Bees Investments' claim is founded upon damages allegedly suffered by SALT in consequence of Firststrand Bank's termination of SALT's credit facilities during May and June 2016, but that summons in the action was served during June 2023, more than three years after the termination by Firststrand Bank of SALT's credit facilities and that consequently the claim had prescribed in terms of the provisions of sections 11(b) and 12 of the Prescription Act, 68 of 1969.
12. In 4 Bees Investments' replication to Firststrand Bank's special plea of prescription, it replicates that in January 2017 SALT caused a notice to be delivered to the Companies and Intellectual Property Commission of South Africa as contemplated under section 129(3)(b) of the Companies Act 71 of 2008 ("the Companies Act"), that a business rescue practitioner was appointed and that when SALT's business rescue commenced, SALT constituted a person under curatorship, as contemplated under

section 3(1)(a) of the Prescription Act. It therefore contends that the running of prescription in respect of any debt owed to SALT was accordingly postponed as contemplated under section 3(1) of the Prescription Act and that its claim did not prescribe prior to service of summons.

SPECIAL PLEA OF *LOCUS STANDI* AND REPLICATION THERETO

13. In Firstrand Bank's second special plea, it pleads that SALT was precluded from ceding or encumbering any of its rights in terms of the credit facilities without the prior consent of Firstrand Bank. It further pleads that its written consent of the purported cession relied upon by 4 Bees Investments was neither sought nor granted and that consequently, the liquidators were not permitted contractually to cede any claim which SALT may have had against Firstrand Bank in terms of the credit facilities, wherefore 4 Bees Investments does not have the necessary *locus standi* to pursue its claim.
14. In paragraph 3.1 of 4 Bees Investments' amended replication, it denies Firstrand Bank's allegations that in terms of the credit facility agreements, SALT was not permitted to cede, encumber, pledge, assign or in any

other way alienate any of its rights, benefits and/or obligations without the prior written consent of Firstrand Bank.

15. It then proceeds to replicate in paragraph 3.2 that in the event that it is found that the relevant clauses in the facility agreements prohibit 4 Bees Investments from relying upon the cession, that it pleads as follows as per paragraphs 3.3 to 3.9 of the replication:

- 15.1 As a result of Firstrand Bank's unlawful termination of SALT's facilities, SALT *inter alia*:

- 15.1.1 became financially distressed;

- 15.1.2 entered into business rescue; and

- 15.1.3 was placed into final winding-up.

- 15.2 Accordingly, as a result of the termination Firstrand Bank caused the destruction of SALT and its business.

15.3 4 Bees Investments seeks to vindicate the damages which SALT has suffered as a result of the unlawful termination.

15.4 In invoking the relevant clauses of the credit facility agreements, Firststrand Bank seeks to escape accountability for its unlawful termination of SALT's facilities.

15.5 The effect of the clauses evokes a sense of shock.

15.6 The clauses therefore fall to be struck down by the court because they:

15.6.1 were exploitative of the weaker bargaining position that SALT was placed in at the outset of the facilities;

15.6.2 are so unreasonable on their face that they are contrary to public policy.

15.7 Alternatively, and in the event that the court finds that the clauses are reasonable, the clauses ought not to be enforced by the court because:

15.7.1 to enforce the clauses would be to allow Firstrand Bank to escape the consequences of its own unlawful conduct and that is unconscionable;

15.7.2 to enforce the clauses would run contrary to the spirit of Ubuntu;

15.7.3 to enforce the clauses would run contrary to public policy.

16. The amended replication therefore firstly creates a factual dispute by denying that Firstrand Bank's prior written consent of the purported cession relied upon by Firstrand Bank was neither sought nor granted.

17. Furthermore, the effect of the rest of the amended replication from paragraph 3.2 to 3.9 is that if a court finds that 4 Bees Investments cannot rely upon the cession, that there are facts in dispute relating to Firstrand Bank's conduct upon which 4 Bees Investments relies, *inter alia* whether the credit facilities were unlawfully terminated, whether SALT became financially distressed and entered into business rescue and was

placed into final winding-up as a result thereof and whether Firstrand Bank caused the destruction of SALT and its business.

RELIEF SOUGHT IN FIRSTRAND BANK'S APPLICATION FOR SEPARATION
IN RESPECT OF *LOCUS STANDI*

18. Firstrand Bank anticipated 4 Bees Investments' replication to be amended in its founding affidavit as it refers to the notice of amendment, the fact that the amended pages have not been delivered and requests that in the event that 4 Bees Investments eventually effects the amendment, that any portion thereof be included in the separation sought. Also, in Firstrand Bank's replying and answering affidavit, dated 29 July 2024, to the counterapplication, the deponent states that it is common cause that 4 Bees Investments' replication to Firstrand Bank's special plea of *locus standi* contained in paragraph 3 of 4 Bees Investments' replication as belatedly amended ought to be decided separately and that Firstrand Bank does not object to the amendment.

RELIEF SOUGHT IN 4 BEES INVESTMENTS' COUNTERAPPLICATION

19. In the counter-application's notice of motion, 4 Bees Investments also seeks to separate the issue of Firstrand Bank's special plea of prescription as well as Firstrand Bank's special plea of lack of *locus standi*, 4 Bees Investments' amended replication to Firstrand Bank's special plea of lack of *locus standi* as set out in paragraphs 3.1 to 3.9 thereof as well as the following additional issues:
 - 19.1 The issue of whether SALT breached the facility agreement(s) which existed between it and Firstrand Bank;
 - 19.2 the issue whether Firstrand Bank was consequently entitled to terminate the facility agreement(s) which existed between it and SALT due to such breach as per a letter from Firstrand Bank to SALT dated 6 May 2016 in terms whereof Firstrand Bank demanded immediate repayment of all outstanding amounts or that all facilities be repaid by 31 October 2016;
 - 19.3 whether Firstrand Bank was entitled to unilaterally terminate the facility agreement which existed between it and SALT absent any breach as per a letter of Firstrand Bank's attorneys of record to 4

Bees Investments' attorneys at the time, namely Itzikowitz Attorneys, dated 7 June 2016.

20. Firstrand Bank takes issue with these additional issues which 4 Bees Investments also seeks to have decided separately. Firstrand Bank contends in its answering and replying affidavit that the additional issues cannot be separated due to them fundamentally forming part of the merits of the action and being intertwined with other issues which form part of the action. Furthermore, it contends that the additional issues are not purely legal issues, such as that of prescription and lack of *locus standi* and that in addition these issues will require evidence to be presented which will ultimately amount to conducting a trial on the merits thus duplicating the evidence in the event that such trial is heard in the future.
21. Firstrand Bank further contends that the separation of the additional issues will defeat the purpose of the separation due to the voluminous evidence to be presented in determining these additional issues, the increased amount of legal costs to be incurred in preparing for and arguing the additional issues and that the additional issues sought to be

separated do not encompass the element of convenience which is central to a separation as contemplated in Rule 33(4).

22. In 4 Bees Investments' replying affidavit in support of its counter-application, it contends that Firstrand Bank premises its application upon the allegation that the separation it proposes will "*require little to no oral evidence when being presented before the Court*" and that the allegation appears to have been made absent a proper analysis of the pleadings as they now stand. 4 Bees Investments contends that in particular, Firstrand Bank does not consider the content of 4 Bees Investments replication as amended. 4 Bees Investments further contends that it has to prove the allegations in its replication when the matter is heard and hand-in-hand with this is the question of the lawfulness of the termination of the agreement(s) by Firstrand Bank. 4 Bees Investments therefore contends that unless Firstrand Bank admits all of the allegations contained in the 4 Bees Investments' replication, evidence will be required and that the evidence will probably be substantial given the allegations at play. 4 Bees Investments further anticipates that Firstrand Bank would wish to cross-examine any witnesses called and may also need to call its own

witnesses to rebut any adverse testimony by 4 Bees Investments' witnesses.

FIRSTRAND BANK'S SUBMISSIONS

23. In Firststrand Bank's heads of argument, it is submitted that it is common cause that the following issues should be decided separately:

23.1 Firststrand Bank's special plea of prescription as set out in paragraphs 4 to 8 of its plea;

23.2 Firststrand Bank's special plea of *locus standi* contained in paragraphs 9 to 14 of its plea;

23.3 4 Bees Investments' replication to Firststrand Bank's special plea of prescription contained in paragraphs 1 and 2 thereof;

23.4 4 Bees Investments' replication to Firststrand Bank's special plea of lack of *locus standi* contained in paragraph 3 of 4 Bees Investments' replication as amended belatedly.

24. In its heads of argument Firststrand Bank furthermore takes issue with the additional issues which 4 Bees Investments also seeks to separate as listed above.
25. At the hearing hereof, Firststrand Bank changed its stance somewhat, in that Advocate Bham SC on behalf of Firststrand Bank, submitted that in respect of Firststrand Bank's special plea of *locus standi* as pleaded in paragraphs 9 to 14 of Firststrand Bank's plea and 4 Bees Investments' amended replication thereto, only paragraph 3.1 of 4 Bees Investments' amended replication should be separated. An updated draft order to that effect was also filed after the hearing.
26. Advocate Bham SC submitted that if the whole of paragraph 3 of 4 Bees Investments' amended replication is included in the separation, that the purpose of separation of issues in terms of Rule 33(4) would be undermined.
27. He further submitted that argument on the prescription and *locus standi* issues will be less than a day on both points and as they are points of law, no evidence will be needed.

28. Advocate Bham SC also referred to paragraph 17.8 of 4 Bees Investments' particulars of claim where it pleaded one of the terms of the credit facility agreement, namely that SALT would not cede or encumber any of its rights in terms of the credit facility agreement and general terms and conditions thereof without the prior consent of Firststrand Bank. He submitted that 4 Bees Investments does not plead why it could go beyond the provisions thereof.
29. Advocate Bham SC further submitted that in the event that I find that it is not convenient to separate the lack of *locus standi* issue to be heard prior to the remaining issues, that I only separate the prescription issue.

4 BEES INVESTMENTS' SUBMISSIONS

30. Advocate Bosman on behalf of 4 Bees Investments, submitted that whichever way the court may rule, that at some stage a court will have to deal with prescription and that Advocate Bham SC's submission that prescription alone be separated, is a surprise. He submitted that a separation on prescription only would not be convenient and that the parties are *ad idem* that separation of both the special pleas will be convenient.

31. Advocate Bosman submitted that the parties depart from each other as to precisely what issues should be separated and that the special plea in relation to lack of *locus standi* is not as discreet as submitted by Firstrand Bank. He submitted that Firstrand Bank's attempt to now limit the separation to paragraph 3.1 of the amended replication, which only contains the denial in respect of the provisions of the facility agreements, namely that SALT is not permitted to cede, encumber, pledge, assign or otherwise alienate any of its rights, benefits, interests and obligations in terms of the facility agreements and the denial of the allegation that Firstrand Bank's prior written consent of the purported cession relied upon was neither sought nor granted, is an exception through the backdoor.
32. Advocate Bosman submitted that as Firstrand Bank argued that only paragraph 3.1 should be separated from the remaining issues and that the rest of paragraph 3 is an absurdity, that this court should therefore have to decide that same is an absurdity in the event of only separating paragraph 3.1 of the amended replication.

33. Advocate Bosman referred me to *Beadica 231 CC and Others v Trustees, Oregon Trust and Others* 2020 (5) SA 247 (CC), paragraphs 36 to 37 where the Constitutional Court referred to the majority judgment in the Supreme Court of Appeal discussing an indirect application of the Bill of Rights to contractual terms where the majority stated that determining fairness in the context of weighing the validity of contractual obligations involves a two stage inquiry, the first being whether the clause itself is unreasonable and, secondly, if the clause is reasonable, whether it should be enforced in light of the circumstances which prevented compliance with a time limitation clause. The first stage involves a consideration of the clause itself. The question is whether the clause is so unreasonable, on its face, as to be contrary to public policy. If the answer is in the affirmative, the court will strike down the clause. If, on the other hand the clause is found to be reasonable, then the second stage of the inquiry will be embarked upon. The second stage involves an inquiry whether, in all the circumstances of the particular case, it would be contrary to public policy to enforce the clause. The onus is on the party seeking to avoid the enforcement of the clause to *'demonstrate why its enforcement would be unfair and unreasonable in the given circumstances'*. The majority of the Supreme Court of Appeal

emphasised that particular regard must be had to the reason for non-compliance with the clause.

34. Advocate Bosman also referred me to *Molotlegi v Mokwalase* 2010 JDR 0360 (SCA) at paragraph 20 where it was held that there should be due cognisance of whether separation is appropriate and fair to all the parties and that the court is obliged in the interests of fairness to consider the advantages and disadvantages which may flow from such separation. Where there is a likelihood that such separation might cause the other party some prejudice, the court may, in the exercise of its discretion, refuse to order separation.
35. Advocate Bosman submitted that where Firstrand Bank has pleaded an absolute defence of lack of *locus standi* to 4 Bees Investments' claim, it would not be fair to amputate a portion of its replication furnished in reply thereto. He submitted that in finding that it is appropriate to only separate the issues as proposed by Firstrand Bank, the court will in effect find that an exception is good against the part of the replication not to be separated prior to the hearing of the remaining issues.

36. He submitted that 4 Bees Investments' answer to the special plea of lack of *locus standi* represents a significant overlap in respect of the broader merits, insofar as the lawfulness of the termination of the credit facilities is concerned and that it is at the heart of the merits of the action proper. He submitted that this terrain will unavoidably need to be canvassed in properly considering 4 Bees Investments' answer to the special plea of lack of *locus standi*.

LEGAL PRECEDENT

37. Rule 33(4) provides as follows:

"If, in any pending action, it appears to the court mero motu that there is a question of law or fact which may conveniently be decided either before any evidence is led or separately from any other question, the court may make an order directing the disposal of such question in such manner as it may deem fit and may order that all further proceedings be stayed until such question has been disposed of, and the court shall on the application of any party make such order unless it appears that the questions cannot conveniently be decided separately."

38. In Denel (Edms) Bpk v Vorster 2004 (4) SA 481 (SCA) at 484J-485B, Nugent JA remarked that:

“Rule 33(4) of the Uniform Rules – which entitles a Court to try issues separately in appropriate circumstances – is aimed at facilitating the convenient and expeditious disposal of litigation. It should not be assumed that that result is always achieved by separating the issues. In many cases, once properly considered, the issues will be found to be inextricably linked, even though, at first sight, they might appear to be discrete. And even where the issues are discrete, the expeditious disposal of the litigation is often best served by ventilating all the issues at one hearing, particularly where there is more than one issue that might be readily dispositive of the matter. It is only after careful thought has been given to the anticipated course of the litigation as a whole that it will be possible properly to determine whether it is convenient to try an issue separately.”

39. In Consolidated News Agencies (Pty) Ltd (in liquidation) v Mobile Telephone Networks (Pty) Ltd and Another 2010 (3) SA 382 (SCA), paragraphs [89]-[90], the majority of the court held as follows:

[89] ... *Piecemeal litigation is not to be encouraged. Sometimes it is desirable to have a single issue decided separately, either by way of a stated case or otherwise. If a decision on a discrete issue disposes of a major part of a case, or will in some way lead to expedition, it might well be desirable to have that issue decided first.*

[90] *This court has warned that in many cases, once properly considered, issues initially thought to be discrete are found to be inextricably linked. And even where the issues are discrete, the expeditious disposal of the litigation is often best served by ventilating all the issues at one hearing. A trial court must be satisfied that it is convenient and proper to try an issue separately."*

EVALUATION OF APPLICATION IN RESPECT OF SPECIAL PLEA OF PRESCRIPTION

40. The issue of prescription is a crisp legal issue which is not linked to the other issues to be determined in the action. The legal question is whether in the circumstances where SALT commenced business rescue

proceedings as contemplated under the Companies Act and a business rescue practice practitioner was appointed, SALT constituted a person under curatorship, as contemplated under section 3(1)(a) of the Prescription Act and whether the running of prescription in respect of any debts owing to SALT was accordingly postponed, as contemplated under section 3(1) of the Prescription Act.

41. In the event that Firstrand Bank succeeds with its special plea of prescription, it would be dispositive of the matter, which would save a lengthy trial to determine *inter alia* whether the termination of the credit facilities was unlawful, the extent to which the termination of the credit facilities prejudiced or ruined 4 Bees Investments, whether Firstrand Bank's prior written consent was sought or granted for the cession relied upon by 4 Bees Investments and the damages suffered, if any.
42. Although an appeal against the ruling in respect of the special plea of prescription may delay the trial on the remaining issues, which is a disadvantage that may flow from the separation, Advocate Bham SC in my view correctly submitted that the possibility of an appeal almost always exists where there is a separation. It remains a possibility and not

a certainty to be anticipated when considering an application for separation of issues.

43. It will be fair and to the advantage of all the parties concerned if the issue of prescription is separated from the remaining issues in that if it succeeds it will obviate the need for a trial on the merits and save both parties substantial legal costs. I do not agree with Adv Bosman's submission that it would be inconvenient if the special plea in respect of prescription is separated on its own, without the other special plea of lack of *locus standi*.
44. In the circumstances, I find that it will be convenient and expeditious to separate the special plea of prescription to be adjudicated prior to the remainder of the issues between the parties.

EVALUATION OF APPLICATION IN RESPECT OF SPECIAL PLEA OF LACK
OF LOCUS STANDI

45. Although at first glance it seems as if the special plea for lack of *locus standi* is a distinct discreet legal issue, some evidence would have had to be led in respect of the factual dispute created in paragraph 12 of Firstrand Bank's special plea where it pleaded that its prior written consent of the cession relied upon by 4 Bees Investments was neither sought nor granted.
46. 4 Bees Investments further contends in its counter-application that Firstrand Bank has admitted the content of the cession agreement, including clause 3.4 thereof, which records that the creditors of SALT had consented to the sale of SALT's damages claim against Firstrand Bank to 4 Bees Investments. It further contends that as Firstrand Bank is such a creditor, it is impermissible for Firstrand Bank to deny such consent in the face of its admission of the written cession and its terms. It further contends that a Mr Reuben Miller, one of SALT's liquidators, sought and deemed to have received consent for such sale from the applicant.

47. Wherefore, even if I only refer paragraph 3.1 of 4 Bees Investments' amended replication to be adjudicated separately, it would not be pure legal argument and some evidence and cross-examination would be necessary to dispose of the issue.
48. In the event that a court finds that certain clauses in the credit facility agreements prohibit 4 Bees Investments from relying upon the cession, purely on an interpretation of the wording thereof, 4 Bees Investments seeks to evade the consequences thereof by replicating that as a result of Firstrand Bank's alleged unlawful termination of SALT's credit facilities, SALT became financially distressed, entered into business rescue, was placed in final winding-up and that the clauses therefore fall to be struck down by the court because they were exploitative of the weaker bargaining position that SALT was placed in at the outset of the facilities. Furthermore, that the clauses are so unreasonable on their face that they are contrary to public policy, alternatively and in the event that they are found to be reasonable, that they ought not to be enforced as it would be unconscionable, that they are contrary to the spirit of Ubuntu and to enforce the clauses would be contrary to public policy.

49. Over and above for what is pleaded in 4 Bees Investments' replication, 4 Bees Investments seeks to introduce the 3 additional issues to be separated, namely whether SALT breached the facility agreement(s) which existed between it and Firstrand Bank, whether Firstrand Bank was consequently entitled to terminate the credit facility agreement(s) due to a breach of the agreement and whether Firstrand Bank was entitled to unilaterally terminate a facility agreement which existed between it and SALT absent any breach.
50. It is clear from 4 Bees Investments' replying affidavit in support of the counter-application that it is of the view that unless Firstrand Bank admits all the allegations in 4 Bees Investments' replication, substantial oral evidence will be required to prove same as well as possible rebuttal witnesses. If the counter-application is granted, the separated issues will result in a full-blown trial where the separated issues would be inextricably linked with the remaining issues between the parties and possibly also the quantum of the alleged damages.
51. In the event that I limit the separation of issues in respect of the special plea of *locus standi* to paragraph 3.1 of 4 Bees Investments amended

replication only, as asked for by Adv Bham SC during argument, the effect thereof might be to prevent 4 Bees Investments from ventilating all the issues pleaded in its replication as well as the additional issues it deems relevant, which might be unfair to 4 Bees Investments.

52. I cannot see any advantages flowing from a separation of the lack of *locus standi* special plea as it is not a distinct separate issue on the pleadings as it currently stands and will probably lead to a duplication of evidence when the remaining issues are adjudicated thereafter.
53. Wherefore I find that it would not be convenient to separate the special plea of lack of *locus standi* from the remaining issues in terms of Rule 33(4).

COSTS

54. Firstrand Bank was substantially successful in bringing the application for separation in terms of Rule 33(4). In as far as it was unsuccessful in respect of its special plea of lack of *locus standi* to be separated, at the time of the launch of the application, it seemed like a discreet limited

issue which required little evidence before the replication was formally amended.

55. The situation changed as set out above when 4 Bees Investments amended its replication, which caused the question of lack of *locus standi* to be inextricably linked with the merits of the case. Furthermore, in the counter-application 4 Bees Investments seeks to include the additional issues in the separation, which forms part of the merits at the heart of its claim.
56. In as far as 4 Bees Investments seeks the separation of the prescription issue, same is substantially the same relief claimed by Firstrand Bank in 1.1 and 1.3 of its notice of motion.

WHEREFORE I make the following order:

1. The following issues are to be decided separately in terms of Rule 33(4) of the Uniform Rules of Court, prior to the remaining pleaded issues in the pleadings:

- 1.1 The issue of the applicant's special plea of prescription, as pleaded in paragraphs 4 to 8 of the applicant's plea in the action.
 - 1.2 The respondent's replication to the applicant's special plea of prescription, as pleaded in paragraphs 1 and 2 of the respondent's replication (as amended).
2. All further proceedings are stayed until the special plea of prescription has been disposed of.
3. Prayers 1.3 to 1.7 of the respondent's counter-application is dismissed.
4. The respondent is ordered to pay the costs of the application and the counter-application, including the costs consequent upon the employment of two counsel on scale C.



I M LINDEQUE

**Acting Judge of the High Court
Gauteng Division, Johannesburg**

DATE OF HEARING: 29 JULY 2025

JUDGMENT DELIVERED: 28 OCTOBER 2025

APPEARANCE FOR THE APPLICANT: ADV A E BHAM SC with
ADV L V SWANDLE

ATTORNEYS FOR THE APPLICANT: WERKSMANS ATTORNEYS

APPEARANCE FOR THE RESPONDENT: ADV R BOSMAN

ATTORNEYS FOR THE RESPONDENT: LESLIE COHEN & ASSOCIATES