

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO: 113444-2025

DATE: 2025-11-13

DELETE WHICHEVER IS NOT APPLICABLE
(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES : NO
(3) REVISED

In the matter between



SIGNATURE

DATE: 13 November 2025

JBNP

Applicant

and

NRM

Respondent

J U D G M E N T E X T E M P O R E

WILSON, J: The parties in this Rule 43 application were in a relationship for a very short time. But during that time they conceived their baby daughter, I.

Having sued for divorce, Ms P now approaches me for an order for interim maintenance for I, and a contribution to the medical costs incurred during I's birth. She also asks for an order that Mr. M pay her retrospective maintenance. In a counter-application, Mr M seeks an order regulating his contact with I.

Relief under rule 43 is intended to be capable of

prompt and definitive determination pending a divorce action. The question as far as maintenance goes is whether the maintenance is reasonably required, and whether the person responsible for the maintenance is reasonably able to afford it. There are perhaps matters in which the question of maintenance is more complicated than that, but this is not one of them. In relation to care and contact with a minor child, the sole question is what is in the child's best interests. Generally speaking it will be in the child's best interests to build a healthy, stable and loving relationship with both parents. Again, there may be cases in which the question is more complicated than that, but this is not one of those cases.

Having made my *prima facie* views on this matter clear to both parties who are present in court, I asked the parties to engage to see if they could not agree on an appropriate maintenance and contact regime. It is fair to say that although the parties did not find each other completely, they moved closer to each other during the negotiations.

I encourage both parties to continue to communicate with each other in the best interests of their child, recognizing their reasonable needs - both financial and emotional - and each other's capacity, both financial and emotional, to meet them. It is in my view generally undesirable, especially in a case like this, for a High Court

Judge to determine such intimate details of a family's life. Be that as it may, to the extent that the parties have not been able to reach agreement, it is my duty to make an appropriate order.

I will start with the question of maintenance. Mr. M has a net income of approximately R45000 per month. Ms. P does not seek maintenance for herself. She seeks merely a contribution towards I's maintenance.

Mr. M does not suggest that he is not obliged to make such a contribution. He does suggest that he does not have the money necessary to make the contribution Ms. P wants. The parties started quite far apart in their papers. Mr. M wanted to contribute R3500 a month, and Ms. P wanted a monthly amount in excess of R14000. After some negotiation, Mr. M raised his tender to R5500 per month, and Ms. P lowered her requirements to R9000 per month.

In a case like this where neither of the parties is particularly wealthy, and neither party is significantly richer than the other, the primary question is what it is practical in the circumstances to expect the contributing party to do.

I need not determine with precision what Mr M is capable of contributing to I's maintenance. But I am satisfied on all the facts before me that he is reasonably capable of a contribution of R7000 per month. I shall direct him to make such a contribution, pending the outcome of the divorce

action. The first such payment in will be made on 30 November 2025, and then on or before the last day of each month thereafter, during the divorce action.

I now turn to the question of the reimbursement of Ms. P's medical costs incurred during I's birth. The initial amount Ms. P sought was in excess of R90000. Mr. M suggested that amount was inflated. But whether or not that is true, the primary question in this case is what Mr. M can reasonably afford.

It is no part of my function to direct Mr. M to pay what he is unable, objectively, to pay. Having regard to Mr. M's income, which is undisputed before me, and to his criticisms of the way the initial contribution Ms. P sought was calculated, I am satisfied that it is reasonable to expect Mr. M to contribute the sum of R25000 to Ms. P's medical expenses incurred during I's birth, and to expect that amount be paid on or before 31 March 2026.

Now I turn to the question of the care of and contact with I. The parties were agreed that I's primary residence should remain with Ms. P for the time being, and that the matter should be referred to the Family Advocate for a report to be produced with all deliberate speed, on I's future best interests. Given that agreement, I will make an order only pending the delivery of the Family Advocate's report.

I have assumed in my order that the Family Advocate

will take no more than 18 months to deliver that report. I think that is a fairly generous assumption. But in the event that I am wrong, the order I am about to make will govern the parties' relationship with I until she is 18 months old - whereafter a further agreement can be reached based on the Family Advocate's recommendations, or the court may be approached again.

The main bone of contention between the parties is whether Mr. M ought to be given unsupervised contact with I. I am not satisfied that Ms. P has advanced any reason why Mr. M ought not to be given unsupervised contact as soon as reasonably possible. To the extent that Ms. P criticized Mr. M's capacity to care for I, they were criticisms that could be directed at any new parent.

There is no suggestion that Mr. M is any less competent than any new parent to look after his child. And in the circumstances of this case, that means that Mr. M has a right, to the extent that it is reasonable, to time with I alone. Accepting, I think, that immediate unsupervised contact was impractical given the child's age, and the extent to which Mr. M has been prevented from making unsupervised contact with I in the past, Mr. M has tendered that, for a period of 2 weeks from the date of any order I might make, he will exercise contact with I at his residence in Ms. P's presence.

Thereafter Mr. M has, in his counter-application, set

out a regime of unsupervised contact with I, which strikes me as eminently reasonable. Ms. P was unable to point to any consideration that would lead me to believe that the regime Ms. M suggests is unreasonable. Accordingly I have in the order I shall presently make, made provision for the referral of the matter to the Family Advocate and to contact between Mr. M and I on the terms most recently suggested by him, until I is 18 months old.

To sum up, I have directed Mr. M to pay R7000 per month in a maintenance contribution to I, commencing at the end of this month. I have directed Mr. M to pay R25000 as a contribution to the medical expenses incurred during I's birth - which must be paid on or before 31 March 2026. I have made provision for unsupervised contact between Mr. M and I to commence in two weeks' time. Those provisions are set out in detail in an order drafted by me with counsel's assistance. I have signed that order, dated it, and marked it "X". I now hand it down.

A black rectangular box redacting the signature of the judge.

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WILSON, J
JUDGE OF THE HIGH COURT