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

CASE NUMBER: 48230/2021

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

24 November 2025

In the matter between:

THE STANDARD BANK OF SOUTH AFRICA LIMITED

Applicant

and

ANASTASSIS CHRISTOPHOROU N.O.

First Respondent

ANASTASIOS PANYOTIS ZERVOS N.O.

Second Respondent

CATHERINE ZERVOS

Third Respondent

PANAYOTIS CHRISOVALANTOS ZERVOS

Fourth Respondent

Heard: 25 August 2025

Delivered: 24 November 2025

Headnote: Suretyship – Enforcement – Missing annexures and unsigned copies of loan agreements – Bank records admissible as prima facie proof – Dilatory defences – Principal indebtedness undisputed – Judgment granted against remaining sureties; claim against deceased surety postponed sine die.

JUDGMENT

WINDELL J:

Introduction

[1] This is an opposed application instituted by the Standard Bank of South Africa Limited (“the applicant”) for judgment against the respondents, jointly and severally, as sureties and co-principal debtors for the indebtedness of Peters Land CC (in liquidation). The applicant seeks payment of approximately R13.7 million, together with interest and costs. The National Credit Act does not apply to the proceedings.¹

[2] The application arises from three credit facilities concluded between the applicant and the principal debtor, Peters Land CC, between 2003 and 2004: a first home-loan facility (account number 2[...]); a second home-loan facility (account number 2[...]); and a Liberator facility (account number 2[...]). It is common cause that the facilities were granted to finance the acquisition and development of immovable properties over which mortgage bonds were registered. The principal debtor defaulted, and these very facilities formed the basis of the claim advanced in the liquidation proceedings. Peters Land CC was placed under final winding-up on 10 February 2020.

¹ Act 34 of 2005.

[3] The sureties were all members of the same family. The late Mr Anastasios Panayotis Zervos (Mr Zervos) executed an unlimited deed of suretyship; his wife, the late Mrs Catherine Zervos, executed a limited suretyship in respect of one of the facilities; and their son, Mr Panayotis Chrisovalantos Zervos (the fourth respondent), executed a suretyship limited to R3.5 million. It later emerged that Mr Zervos had already passed away when the application was instituted. The applicant subsequently brought a Rule 15(2) application to substitute Mr Zervos with the executors of his estate, who now appear as the first and second respondents.

[4] On the day of the hearing, the applicant was informed that the third respondent, Mrs Catherine Zervos, had also passed away. The claim against her is accordingly postponed *sine die* to enable the appointment of an executor. This judgment accordingly concerns the substituted first and second respondents, in their representative capacity as executors of the estate of the late Mr Zervos, and the fourth respondent in his personal capacity.

Background

[5] The first home-loan facility was concluded on 11 July 2003 in the amount of R2.5 million, secured by a mortgage bond registered over Erf 2[...], Bedfordview Extension 515 (Erf 2[...]). The signed agreement comprised the grant of loan letter dated 25 June 2003, a special conditions annexure, a disclosure annexure, a property details annexure, an interest rate annexure and the applicant's general terms and conditions applicable to loans secured by mortgage bonds. A complete copy of the first home loan agreement was attached to the founding affidavit.

[6] Approximately a year later, on 30 June 2004, a further advance of R1.5 million was granted on the first home loan and secured by a second mortgage bond over the same property (Erf 2[...]). Despite a diligent search, the applicant was unable to locate certain ancillary documents relating to the first further advance, including the disclosure, special conditions, property details and interest rate annexures. The applicant, however, explained that, in accordance with its standard practice, a further-advance facility would not have been opened unless the principal debtor had signed the standard-form home-loan agreement incorporating the applicable general terms and conditions. For present purposes, the further advance is evidenced by the letter of grant read with the standard terms signed on behalf of the principal debtor.

[7] The applicant's internal banking records and system-generated statements confirm the existence and operation of both the first home-loan facility and the further advance. These records, generated and maintained in the ordinary course of business, reflect the dates of disbursements, repayments, and the registration of both mortgage bonds over Erf 2[...]. The annexed statements covering the period August 2003 to November 2004, together with the account-information printout dated 26 October 2018, further show that the R1.5 million further advance was debited in two tranches on 25 and 31 August 2004.

[8] The second home-loan facility was concluded on 24 July 2003 in the amount of R1.1 million, secured by a mortgage bond registered over Erf 1[...], B[...] Township (Erf 115). The documentation for this facility included a grant of loan letter, special conditions annexure, disclosure annexure, property details annexure, interest rate annexure and the applicant's general terms and conditions for mortgage-backed loans.

The applicant was unable to locate the signed agreement or certain annexures despite diligent searches. The applicant nonetheless explained that the second home-loan facility, like the first, was concluded on its standard-form mortgage documentation. An unsigned version of the original agreement was provided.

[9] On 19 July 2004, the principal debtor obtained a further advance of R1 million on the second facility (the second advance), which was secured by a second mortgage bond over Erf 1[...]. Unlike the primary agreement, an executed copy of the second advance agreement was located and attached to the pleadings.

[10] The applicant annexed account statements and internal printouts reflecting the advances, debits and repayments on the second facility. These records confirm that the account was opened on 26 September 2003 and that mortgage bonds were registered on 26 September 2003 and 4 August 2004. These records form part of the ordinary business records kept within the applicant's banking system.

[11] The Liberator facility was concluded in or about December 2004 in the amount of R3.5 million, repayable over a 20-year term and secured by a mortgage bond registered on 28 April 2005 over Erf 1[...], B[...] Township (Erf 1[...]). A signed version of the Liberator agreement could not be located, but an unsigned version was annexed to the papers.

[12] The applicant also produced statements of account and a system printout dated 24 October 2018, which show that the Liberator loan was advanced in tranches between April 2005 and April 2008, consistent with the structure of the facility. These records reflect the opening date of the account, the amount advanced, and the

repayment history. They were generated and maintained in the ordinary course of the applicant's business. The applicant explained that, due to the age of the accounts, the closure of the facilities and archiving of older documents, the original executed agreements could not be located.

[13] Each of the respondents executed a deed of suretyship. The deeds contain standard clauses providing that a certificate of balance signed by an authorised official constitutes prima facie proof of the amount due and that the sureties' liability is joint and several. The authenticity and scope of the suretyships are not disputed.

[14] Peters Land CC subsequently fell into arrears on all three facilities and was placed in final liquidation in February 2020. The liquidators disposed of the immovable properties Erf 2[...], Erf 1[...] and Erf 1[...] bonded in favour of the applicant, and a supplementary affidavit was filed setting out the progress of the transfers. A dividend of R1.77 million was received on 18 December 2020 in respect of the Liberator facility (Erf 1[...]) and credited to that account. It is further contended—correctly, in my view—that as additional transfers are finalised, the writ of execution may be amended to reflect the updated outstanding balances.

[15] The applicant launched these proceedings in October 2021. At that stage it sought judgment against the sureties for the outstanding balances, subject to the applicable limitations of liability in the following amounts:

- (a) In the sum of R4 640 983.54 together with interest thereon at the rate of the applicant's prime lending rate (prime), minus 2.200% per annum, calculated daily and compounded monthly in arrears, from 31 July 2021 to date of payment,

together with monthly insurance premiums in the sum of R1 783.35, (*in respect of the first home loan agreement and first further advance*).

(b) In the sum of R1 678 038.62 together with interest thereon at the rate of prime minus 2.000% per annum, calculated daily and compounded monthly in arrears, from 31 July 2021 to date of payment, together with monthly insurance premiums in the sum of R1 298.64. (*in respect of the second home loan facility and second further advance*).

(c) In the sum of R3 935 647.66 together with interest thereon at the rate of prime minus 2.06% per annum, calculated daily and compounded monthly in arrears, from 31 July 2021 to date of payment, together with monthly insurance premiums in the sum of R3 573.51 (in respect of the Liberators' agreement).

[16] In the course of these proceedings, and shortly before the hearing, the applicant delivered a supplementary affidavit attaching updated certificates of balance. These certificates reflect the position as at July 2025 and take into account the passage of time, accruing interest, and the proceeds received from the sale of the bonded properties in the liquidation of Peters Land CC. It was argued that the updated figures therefore represent the most accurate and current calculation of the outstanding indebtedness.

Respondents' Opposition

[17] In their initial answering affidavit, the respondents did not dispute the conclusion of the facilities or the registration of the mortgage bonds. Their objections were directed

instead at Ms Bentley's authority and personal knowledge, the missing loan documents and interest-rate annexures, and alleged inconsistencies in the certificates of balance.

[18] Three days before the hearing, the respondents filed a supplementary answering affidavit in which they expanded their opposition. In essence, they raised the following additional disputes:

- (a) that the applicant's inability to produce certain original loan agreements and annexures, particularly the interest rate annexures, renders the principal indebtedness unproven, the suretyships unenforceable, and the particulars insufficient to sustain a cause of action under Rule 18(6);
- (b) that, without the original agreements, the applicant has failed to establish the interest rates applicable to the facilities;
- (c) that the certificates of balance are unreliable because they do not reproduce the underlying interest-rate calculations; and
- (d) that the reliance on system-generated bank records amounts to prejudicial hearsay.

[19] The respondents accordingly contend that the applicant has not discharged its onus of proving the existence of the indebtedness, the applicable contractual interest rates, or the precise quantum of the claim.

Authority and personal knowledge

[20] Ms Bentley is a manager in the applicant's division known as "Business Support and Recoveries, Business and Commercial Clients Credit". The respondents dispute her authority and personal knowledge to depose to the founding and supplementary founding affidavits. They submit that no documentary proof has been furnished of her appointment, nor of her authority to institute proceedings on behalf of the applicant. They further contend that the affidavits contain no facts from which such authority or personal knowledge can be inferred and that, in consequence, the application was not properly authorised or instituted. They indicate an intention to dispatch a Rule 7(1) notice in terms of the Uniform Rules of Court to the applicant's attorneys to dispute their authority to act on behalf of the applicant.

[21] This challenge is misconceived. A deponent need not be authorised to depose to an affidavit; what requires authorisation is the institution of the proceedings, not the making of the affidavit.² No Rule 7(1) notice was in fact delivered to challenge the authority of the applicant's attorneys, and the founding papers include an internal delegation confirming Ms Bentley's mandate to represent the applicant. The respondents' argument therefore lacks both factual and procedural foundation.

[22] As to personal knowledge, Ms Bentley explained her role within the applicant, her access to its computer systems and records, and her familiarity with the accounts in issue. It is settled law that a bank official need not have first-hand knowledge of every transaction in order to depose to an affidavit based on institutional records generated and maintained in the ordinary course of business (See *Rees and Another v Investec*

² *Ganes and Another v Telecom Namibia Ltd* 2004 (3) SA 615 (SCA) para [19].

*Bank Ltd*³). Her evidence therefore constitutes admissible institutional knowledge, and there is no basis upon which to reject it.

Existence of the agreements

[23] A conspectus of the respondents' affidavits shows that they do not dispute that the facilities were concluded, that the loan amounts were advanced, that the accounts operated for many years, or that the mortgage bonds were registered as security. Their only remaining contention under this heading is that the applicant did not identify the specific officials who represented it when the agreements were concluded. That complaint does not advance their case. There is nothing in the papers to suggest that the agreements were improperly executed, that the applicant's representatives lacked authority, or that the transactions were irregular in any respect. In the absence of any evidence casting doubt on the validity of the agreements themselves, this point is without substance.

[24] The substance of the respondents' opposition instead relates to the absence of certain original documents and annexures, particularly older signed copies of the agreements. The applicant, however, produced reconstructed records generated from its internal systems together with historical statements reflecting each advance, debit and repayment.

[25] Moreover, the loss of original documents, particularly where the facilities were concluded more than twenty years ago, does not extinguish the underlying obligations. Sections 29 and 30 of the Civil Proceedings Evidence Act 25 of 1965 permit the

³ 2014 (4) SA 220 (SCA) paras [13] to [15].

admission of reproductions and electronic records kept in the ordinary course of business as prima facie proof of their contents, and the applicant produced detailed contemporaneous statements and system-generated reports for each facility. The court in *Absa Bank v Zalvest*⁴ confirmed that where an agreement is lost, its terms may be proved by secondary evidence such as unsigned copies, business records and other reliable documentation. The respondents have adduced no evidence to challenge the reliability or accuracy of these records.

[26] The respondents' denials are further undermined by the fact that the winding-up court necessarily accepted the applicant's claims and the existence of the facilities when granting the final winding-up order. The applicant's claims were also proved at the second meeting of creditors. The existence and validity of the facilities were essential elements of those proceedings and accordingly give rise to issue estoppel: the respondents cannot now re-litigate matters already determined. As explained in *Smith v Porritt*,⁵ the doctrine applies where the same parties seek to revisit an issue of fact or law that was fundamental to an earlier judgment:

'Following the decision in *Boshoff v Union Government* 1932 TPD 345 the ambit of the exceptio rei judicata has over the years been extended by the relaxation in appropriate cases of the common-law requirements that the relief claimed and the cause of action be the same (eadem res and eadem petendi causa) in both the case in question and the earlier judgment. Where the circumstances justify the relaxation of these requirements those that remain are that the parties must be the same (idem actor) and that the same issue (eadem quaestio) must arise. Broadly stated, the latter involves an inquiry whether an issue of fact or law was an essential element of

⁴ *Absa Bank Ltd v Zalvest Twenty (Pty) Ltd and Another* 2014 (2) SA 119 (WCC).

⁵ 2008 (6) SA 303 (SCA) para [10].

the judgment on which reliance is placed. Where the plea of res judicata is raised in the absence of a commonality of cause of action and relief claimed it has become commonplace to adopt the terminology of English law and to speak of issue estoppel. But, as was stressed by Botha JA in *Kommissaris van Binnelandse Inkomste v Absa Bank Bpk* 1995 (1) SA 653 (A) at 669D, 670J - 671B, this is not to be construed as implying an abandonment of the principles of the common law in favour of those of English law; the defence remains one of res judicata. The recognition of the defence in such cases will however require careful scrutiny. Each case will depend on its own facts and any extension of the defence will be on a case-by-case basis. (*Kommissaris van Binnelandse Inkomste v Absa Bank* (supra) at 670E - F.) Relevant considerations will include questions of equity and fairness not only to the parties themselves but also to others. As pointed out by De Villiers CJ as long ago as 1893 in *Bertram v Wood* (1893) 10 SC 177 at 180, 'unless carefully circumscribed, [the defence of res judicata] is capable of producing great hardship and even positive injustice to individuals'. (Emphasis added).

[27] No considerations of equity or fairness militate against applying issue estoppel in this case. The first and second respondents' legal representatives were present at the second meeting of creditors when the applicant's claims were proved, and no objection was raised. Nothing suggests that holding the respondents to the earlier determinations would cause unfairness or injustice.

[28] In the result, the respondents' challenge to the existence and validity of the agreements cannot succeed. The facilities were performed, secured by registered mortgage bonds, accepted in the winding-up proceedings and proved at the creditors' meeting. The records produced are admissible and reliable, and no contrary evidence has been advanced. There is no basis to dispute the agreements.

Interest Rates

[29] The respondents' principal contention concerns the alleged inability to verify the contractual interest rates. They argue that the interest-rate annexures to certain loan agreements are missing, that the rates reflected in some of the available agreements differ from those in the certificates of balance, and note that the certificates issued in 2021 and again in 2025 record different rates. On this basis, they submit that the certificates of balance are unreliable or defective.

[30] The applicant produced reconstructed rate schedules drawn from archival data and cross-referenced with historical system records. These reconstructions show that the weighted average interest rates for the first and second home-loan facilities were 13.6% and 13.8% respectively, and that the initial weighted average rate applicable to the Liberator facility was 8.94%.

[31] The certificates of balance set out the capital, interest, and outstanding amounts and were issued by authorised officials in accordance with the certificate clauses in the agreements. It is well established that such certificates constitute prima facie proof of the indebtedness. A party who disputes their correctness must place before the court positive evidence showing error; mere assertions of uncertainty or confusion are insufficient. In *Bank of Lisbon International Ltd v Venter en 'n Ander*,⁶ the Court held that reliance on a certificate of balance becomes problematic only where "other evidence" emerges capable of casting doubt on its correctness. The evidentiary burden—though not the overall onus—accordingly rests on the respondent to disturb the prima facie weight of the certificate. If no such evidence is tendered, the fact in issue

⁶ [1990] 2 All SA 14 (A).

must be taken as proven, and unrebutted prima facie proof becomes conclusive at the close of the case.

[32] Measured against this standard, the respondents have adduced no evidence capable of disturbing the prima facie proof of their indebtedness. Their denials are bald and unaccompanied by any competing calculations, expert analysis, historical statements, or system records. They place nothing before the court to suggest that the capital amounts, interest calculations or applied rates reflected in the certificates are incorrect. In the absence of such evidence, the certificates of balance stand as sufficient proof of the amounts owing.

[33] There was some initial confusion regarding the interest rate applicable to the Liberator facility. The most recent certificate of balance, dated 24 July, reflects an applied rate of 8.9% from 18 February 2025. At that time, the prime lending rate was 11%, meaning that the concession applied was prime minus 2.1%. This is consistent with the highest concession historically applicable under the Liberator agreement. Far from prejudicing the respondents, the applied rate is in fact more favourable to them than the alternative margin of prime minus 2.06% reflected in earlier documentation. Their complaint regarding a beneficial interest rate is therefore without merit. Nothing in their papers raises a genuine or bona fide dispute of fact capable of triggering a referral to oral evidence under the principles set out in *Room Hire Co (Pty) Ltd v Jeppe Street Mansions (Pty) Ltd*.⁷

⁷ 1949 (3) SA 1155.

[34] The respondents further argue that the certificates of balance contradict one another because an earlier certificate expresses the interest rate as “prime minus ...”, whereas a later certificate reflects a fixed percentage. This contention is unsustainable. The updated certificates show that the interest rates applied correspond to the applicant’s prime lending rate less the concession historically applicable to each facility. The calculations reflected in the certificates are consistent with those concessions and result in the most favourable rates to the respondents.

[35] The fixed percentage is simply the numerical result of applying the agreed concession (“prime minus ...”) at the prevailing prime rate on the date of calculation. The two certificates therefore describe the same interest rate in different — but entirely reconcilable — ways: one by stating the formula, the other by reflecting the resulting percentage. The respondents have produced no evidence suggesting that either calculation is wrong.

[36] When the reconstructed rate schedules, historical system records, and certificates of balance are considered together, they establish the applicable interest rates with sufficient clarity and reliability. The respondents, by contrast, have placed no evidence before the court capable of casting doubt on those rates or disturbing the prima facie evidential weight of the certificates.

Updated Certificates of Balance and the Need for Amendment

[37] Shortly before the hearing, the applicant delivered a supplementary affidavit attaching updated certificates of balance reflecting the indebtedness as at July 2025. These certificates account for the passage of time since October 2021, the accrual of

interest, and the proceeds received from the sale of the mortgaged properties during the liquidation of Peters Land CC. The respondents submit that, because the updated amounts exceed those originally claimed in the notice of motion, the court cannot grant judgment in the increased amounts and applicant was required to amend its notice of motion in terms of Rule 28.

[38] That submission is unsustainable. In *Rossouw and Another v Firststrand Bank Ltd (Rossouw)*⁸ the Supreme Court of Appeal held that an updated certificate of balance does not constitute new evidence for purposes of Rule 32(4). The Court explained that such a certificate is “merely an arithmetical calculation based on facts already before the court that the court would otherwise have to perform itself... Such calculations are better performed by a qualified person in the employ of a financial institution... Certificates of balance handed in at the hearing (whether a quo or on appeal) perform a useful function and are not hit by the provisions of rule 32(4).”

[39] The same reasoning applies in motion proceedings. An updated certificate does not alter the cause of action, introduce new contractual terms, or expand the relief sought. It merely quantifies the outstanding indebtedness as at a later date by applying the contractual interest rate and deducting credits that have subsequently been received. As *Rossouw* makes clear, where a later certificate reflects additional credits, this constitutes an admission in favour of the debtor—an admission that a creditor is entitled to make without invoking Rule 28.

⁸ 2010 (6) SA 439 (SCA) para [48].

[40] This approach has been consistently followed in this Division. In *Absa Bank Ltd v Tebeila NO and Others*⁹ the court accepted and relied upon updated certificates of balance attached to a supplementary affidavit. The practice is also recognised in paragraph 10.17(4) of this Division's Practice Manual, which expressly permits the use of updated certificates in mortgage-enforcement matters without requiring amendment.

[41] Were the law otherwise, an applicant would be compelled to file amended notices of motion whenever a day's interest accrued or a liquidation dividend was received. Such a requirement would be impractical, procedurally burdensome, and would serve only to promote technical objections and delay. The respondents have offered no principled basis for imposing such an obligation in this case.

[42] Accordingly, and consistently with *Rossouw and Tebeila*¹⁰ the applicant was entitled to rely on the updated certificates of balance without amending its notice of motion. The court is therefore entitled to determine the quantum of the indebtedness on the basis of the most recent certificates.

Liability of the Sureties

[43] The respondents rely on *Dormell Properties 282 CC v Bamberger (Dormell)*¹¹ to contend that the suretyships cannot be enforced. In *Dormell*, the suretyship was accessory to a principal lease agreement that was itself invalid because it had not been properly concluded. As the principal obligation never came into existence, the suretyship failed.

⁹ 2022 [2022] ZAGPJHC 945 (29 November 2022)

¹⁰ See also *Firststrand Bank Ltd v Seema* 2024 JDR 1726 (GP), *Investec Bank Ltd v Abada* 2020 JDR 0721 (GP), and *SB Guarantee Company (RF) (Pty) Ltd v Muhammad* 2020 JDR 2472 (GJ).

¹¹ [2015] ZASCA 89 (29 May 2015).

[44] The present matter is fundamentally different. As established above, the principal debts unquestionably existed: the respondents do not dispute that the facilities were concluded, advanced, operated for many years and secured by mortgage bonds. The absence of certain annexures does not render the agreements invalid or non-existent. The applicant has produced contemporaneous business records reflecting each transaction, which constitute prima facie evidence under the Civil Proceedings Evidence Act. The respondents have placed no evidence before the court to challenge those records.

[45] Each respondent executed a deed of suretyship binding themselves as sureties and co-principal debtors for the indebtedness of Peters Land CC. The principal debtor's default is undisputed, and its indebtedness was formally proved in its liquidation. The sureties' liability follows upon that default, in accordance with the express terms of the suretyships.

[46] The respondents' remaining objections—relating to the absence of certain annexures, the unavailability of older signed agreements, and the deponent's alleged lack of authority—are procedural in character and do not constitute a substantive defence. They raise no real, genuine, or bona fide dispute of fact and do not engage with the existence, validity, or operation of the underlying loan facilities. These objections amount to dilatory defences that do not create a triable issue. None of them casts doubt on the indebtedness of the principal debtor or the enforceability of the suretyships. The applicant is accordingly entitled to judgment.

[47] In the result the following order is made:

As against the first, second and fourth respondents, jointly and severally, the one paying the other(s) to be absolved, as follows:

1. The parties' respective supplementary affidavits are admitted into the record.
2. Payment in the sum of R6 486 645.15, together with interest thereon at the rate of prime minus 2.2% per annum, calculated daily and compounded monthly in arrears, from 24 July 2025 to date of payment, together with monthly insurance premiums in the sum of R2 422.33, in respect of the first home loan account;
3. Costs of the application on the attorney and client scale; and
4. The application in regard to this claim as against the third respondent is postponed *sine die*.

As against the first, second and fourth respondents, jointly and severally, the one paying the other to be absolved, subject to the proviso that the fourth respondent's indebtedness is limited to R3 500 000.00 plus interests and costs, as follows:

1. Payment in the sum of R2 601 792.16, together with interest thereon at the rate of prime minus 2% per annum, calculated daily and compounded monthly in arrears, from 24 July 2025 to date of payment, together with monthly insurance premiums in the sum of R2 209.94, in respect of the second home loan account;
2. Payment in the sum of R4 244 080.71, together with interest thereon at the rate of prime minus 2.10% per annum, calculated daily and compounded monthly in arrears, from 18 February 2025 to date of payment, in respect of the liberator account; and
3. Costs of the application on the attorney and client scale.

L WINDELL

Judge of the High Court

Gauteng Division, Johannesburg

Delivered: This judgement was prepared and authored by the Judge whose name is reflected and is handed down electronically by circulation to the Parties/their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines. The date for hand-down is deemed to be 24 November 2025.

Appearances

For the applicant:	M De Oliveira
Instructed by:	LVH Attorneys
For the defendants:	Petra van Niekerk
Instructed by:	GJ Brits Attorneys
Date of Hearing:	25 August 2025
Further arguments filed:	10 September 2025
Date of Judgment:	24 November 2025

