

REPUBLIC OF SOUTH AFRICA



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

Case Number: 2022/3312

(1)	REPORTABLE: YES
(2)	OF INTEREST TO OTHER JUDGES: YES
(3)	REVISED: NO
16/09/2025	
DATE	SIGNATURE

In the matter between:

**ABSA HOME LOANS GUARANTEE
COMPANY (RF) PROPRIETARY LIMITED**

First Plaintiff/Applicant

ABSA BANK LTD

Second Plaintiff/Applicant

and

MAPHANGA, PHESHAYA NKULULEKO

Defendant/Respondent

JUDGMENT

BRICKHILL AJ:

Introduction

- [1] This is an application for summary judgment and for an order in terms of Rule 46A declaring the immovable property of the respondent/defendant specially executable.
- [2] The applicants (plaintiffs in the underlying action) are Absa Home Loans Guarantee Company (RF) Pty Ltd and Absa Bank Ltd. The respondent is Mr Pheshaya Nkululeko Maphanga. I refer to the applicants/plaintiffs jointly as “Absa”, save where it is necessary to distinguish between them, and to the respondent (defendant in the underlying action) as Mr Maphanga. Mr Maphanga, who had previously been represented by Legal Aid South Africa (“LASA”), was unrepresented and appeared in person at the hearing of the matter.
- [3] Absa instituted action in this court against Mr Maphanga for breach of a mortgage loan agreement, guarantee agreement and indemnity agreement concluded by the parties.
- [4] The property against which execution is sought is Section No. 84, CITI View, situated at Henderson Road, Moffat View Extension 3, Johannesburg (“the property”). The property is also the home of Mr Maphanga, his wife and his two minor children, aged one year and five months and nine years at the time of the hearing.

Factual background

- [5] On 16 April 2018, Absa Bank Ltd (the second plaintiff) and Mr Maphanga concluded a written mortgage loan agreement. The first plaintiff, Absa Home Loan Guarantees Company (RF) Pty Ltd guaranteed his indebtedness, and Mr Maphanga in turn granted an indemnity to the first plaintiff. Two months later, on 20 June 2018, the bond was registered.
- [6] Mr Maphanga revealed that he became unemployed in August 2018.
- [7] In January 2021, the second plaintiff delivered a notice in terms of section 129 of the National Credit Act 34 of 2005 to Mr Maphanga, and a further such notice in March 2021. Absa then issued a combined summons on 31 May 2022, seeking

payment of the sum of R423,443.47 plus interest, an order that the property be declared executable, and costs on an attorney and client scale.

- [8] In the plea, delivered in September 2022, Mr Maphanga admits the relevant agreements and admits that he was in arrears, but records that he found new employment in 2022 and expected to be in a position to make the required payments.
- [9] Absa nevertheless applied for summary judgment on 19 October 2022. In the application, Absa recorded that Mr Maphanga had disclosed in his plea that he had secured employment from 1 August 2022 and that he had submitted that it would be in the best interests of all parties if the terms of the loan agreement were amended and the duration of his obligations extended. Absa stated in the application that Mr Maphanga had not raised any bona fide defence to the application, but said nothing more about Mr Maphanga's employment situation and proposal to amend the terms of the loan agreement.
- [10] In Mr Maphanga's answering affidavit, dated 31 October 2022, he records that at the beginning of October 2022, he received a call from 'Thulisile' from Absa's attorneys, asking whether he was prepared to enter into a payment arrangement in terms of which he would pay R4 700 per month. He states further that he confirmed that he was willing to enter into the agreement and asked that it be effected from the end of November 2022. He states that he understood this to be the agreed position. He adds that accordingly "the Plaintiff can still recover the debt that I owe it by simply extending the loan term and levying necessary costs", and prays in the affidavit that the summary judgment application be dismissed with costs.
- [11] Absa did not deliver a replying affidavit.
- [12] Accordingly, on the papers the position is that the parties entered into a new payment arrangement to make payments of R4 700 per month with effect from November 2022.
- [13] Counsel for Absa confirmed that an arrangement was reached with Mr Maphanga to resume repayments, that he indeed made further payments but

claimed from the bar that Mr Maphanga had subsequently fallen behind again. However, Absa did not place any of these further factual developments before the court.

[14] Absa through its counsel invited the court to place Mr Maphanga in the stand to extract further relevant factual information from him, to confirm that he is currently unable to make his payments. Given that Mr Maphanga was unrepresented and expressed the wish to secure legal representation, it was not appropriate to do so. In any event, Absa had every opportunity to supplement its papers prior to the hearing to ensure that the court had before it the full factual picture, including the later resumption of bond repayments and alleged further default by Mr Maphanga. As the applicant for summary judgment, it was incumbent on Absa to do so once material developments took place after the summary judgment papers were filed.

[15] On 28 October 2024, the same date on which Absa delivered its heads of argument and practice note, LASA withdrew as Mr Maphanga's attorneys of record. LASA stated in the notice that all future process, notices and documents should be served on him personally and provided an address for such service. From the bar, Mr Maphanga stated that he was not aware that LASA had formally withdrawn as his representatives.

[16] Mr Kock on behalf of Absa indicated that, in his experience representing banks in matters of this nature, LASA tends to provide assistance with an answering affidavit or plea but then tends to withdraw prior to hearing. There is no evidence before the court to confirm such a trend, but if true, it would be a matter of concern.

Rule 46A: requirements and the duties of the court

[17] Rule 46A has its roots in the right to housing in the Constitution and the foundational decisions of the Constitutional Court in *Jaftha*¹ and then

¹ *Jaftha v Schoeman and Others, Van Rooyen v Stoltz and Others* [2004] ZACC 25; 2005 (2) SA 140 (CC); 2005 (1) BCLR 78 (CC).

Gundwana.² The central principle established in those matters is that the Constitution requires judicial supervision over the execution of people's homes, and that such execution must itself be proportionate in the circumstances.

[18] In *Jaftha*, in the context of execution against homes in the magistrates' court, the Constitutional Court held that:

“there will be circumstances in which it will be unjustifiable to allow execution. The severe impact that the execution process can have on indigent debtors has already been described. There will be many instances where execution will be unjustifiable because the advantage that attaches to a creditor who seeks execution will be far outweighed by the immense prejudice and hardship caused to the debtor.”³

[19] Mokgoro J emphasised that debtors in these circumstances “are a vulnerable group whose indigence and lack of knowledge prevents them from taking steps to stop the sales in execution.”⁴ The Constitutional Court accordingly declared invalid the relevant provisions of the Magistrates' Courts Act 32 of 1944 and introduced a requirement of judicial supervision.

[20] In *Gundwana*,⁵ the Constitutional Court declared that although the mechanism of execution is generally constitutionally sound, it is unconstitutional for the registrar to declare immovable property specially executable under rule 46(1)(a)(ii) when ordering default judgment in terms of rule 31(5) *to the extent that this permits the sale in execution of the home of a person*. The effect of this decision is that only a court is competent to declare a judgment debtor's primary residence (ie the debtor's usual or ordinary residence) specially executable.

[21] In *Gundwana*, the Court established that execution is subject to an overall proportionality inquiry:

² *Gundwana v Steko Development* 2011 (3) SA 608 (CC)

³ *Jaftha* (note 1 above) para 43.

⁴ *Id* para 47.

⁵ *Gundwana* (note 2 above).

“It must be accepted that execution in itself is not an odious thing. It is part and parcel of normal economic life. It is only when there is disproportionality between the means used in the execution process to exact payment of the judgment debt, compared to other available means to attain the same purpose, that alarm bells should start ringing. If there are no other proportionate means to attain the same end, execution may not be avoided.”⁶

[22] In terms of Rule 46A(8)(d), a court may order execution against the primary residence of a judgment debtor “if there is no other satisfactory means of satisfying the judgment debt”.

[23] The courts have developed procedural guidelines and substantive criteria to determine whether execution is constitutionally permissible. In *Absa Bank Ltd v Mokebe*, the full court held:

“Courts have dealt with matters where banks exercise their rights in terms of the loan agreements and mortgage bonds for many years. They were dealt with as ordinary commercial matters. However, since the right to adequate housing is a fundamental human right enshrined in the Bill of Rights of our Constitution, the orders to levy execution against property, which are primary residences, are required to be in harmony with the Constitution, which applies to all law.”⁷

[24] In *FirstRand Bank Ltd v Folscher and Another*,⁸ the full court of the North Gauteng High Court identified an extensive list of considerations to guide the decisions of courts regarding execution against homes on the basis of default on mortgage bonds, including:

- “Whether the mortgaged property is the debtor’s primary residence;
- The circumstances under which the debt was incurred;

⁶ Id para 54.

⁷ *Absa Bank Ltd v Mokebe; Absa Bank Ltd v Kobe; Absa Bank Ltd v Vokwani; Standard Bank Ltd v Colombrick and Another* [2018] ZAGPJHC 485; 2018 (6) SA 492 (GJ) para 3.

⁸ *FirstRand Bank Ltd v Folscher and Another, and Similar Matters* 2011 4) SA 314 (GP).

- The arrears outstanding under the bond when the latter was called up;
- The arrears on the date default judgment is sought;
- The total amount owing in respect of which execution is sought;
- The debtor's payment history;
- The relative financial strength of the creditor and the debtor;
- Whether any possibilities exist that the debtor's liabilities to the creditor may be liquidated within a reasonable period without having to execute against the debtor's residence;
- The proportionality of prejudice the creditor might suffer if execution were to be refused compared to the prejudice the debtor would suffer if execution went ahead and he lost his home;
- Whether any notice in terms of section 129 of the National Credit Act 34 of 2005 was sent to the debtor prior to the institution of action;
- The debtor's reaction to such notice, if any;
- The period of time that elapsed between delivery of such notice and the institution of action;
- Whether the property sought to have declared executable was acquired by means of, or with the aid of, a State subsidy;
- Whether the property is occupied or not;
- Whether the property is in fact occupied by the debtor;
- Whether the immovable property was acquired with monies advanced by the creditor or not;
- Whether the debtor will lose access to housing as a result of execution being levied against his home;
- Whether there is any indication that the creditor has instituted action with an ulterior motive or not;

- The position of the debtor's dependants and other occupants of the house, although in each case these facts will have to be established as being legally relevant."⁹

[25] The Practice Directive on applications in terms of Rule 46(11) issued by the Judge President with effect from 18 April 2019 provides further guidance within this division regarding the requirements that an application in terms of Rule 46A must meet, including confirming that such an application must comply with the requirements set out in the full court decision in *Mokebe*¹⁰ and listing averments that an affidavit founding such application must contain. The required averments specified in the Practice Directive include all the relevant facts relating to the debt and repayments, as well as any other relevant facts.

[26] The Practice Manual for this division further provides, inter alia, as follows:

“When arrears are low, and/or the period of non-payment is a few weeks/months, the court may, in its discretion, postpone the matter with an order that it may not be set down before the expiry of 6 months and that notice of set down should again be served. At the adjourned date, an affidavit should be filed, setting out what efforts the Bank has made to effect settlement and/or prevent foreclosure.”¹¹

[27] The Practice Manual further requires that “the affidavit shall contain details of attempts made by the applicant to contact the respondent in order to negotiate terms of settlement to prevent foreclosure.”¹² The Practice Manual provides that the “ideal objective of the court’s enquiry under R46A... must be to establish a payment plan for the arrears, thereby attaining the reinstatement of the arrears, and so nullify the accelerated total balance.”¹³

[28] In the present matter, it is significant the property is the home of Mr Maphanga, his wife and their two minor children and that, according to Mr Maphanga, they

⁹ Id para 41.

¹⁰ *Absa Bank Ltd v Mokebe; Absa Bank Ltd v Kobe; Absa Bank Ltd v Vokwani; Standard Bank Ltd v Colombrick and Another* [2018] ZAGPJHC 485; 2018 (6) SA 492 (GJ).

¹¹ Practice Manual, Johannesburg, section 10.17 (“Foreclosure (and execution when property is, or appears to be, the defendant’s primary home)” para 3.

¹² Id para 5.

¹³ Id para 3[2].

face a risk of homelessness if they lose their home; that Mr Maphanga and Absa reached agreement to resume repayments on a re-negotiated basis after the summary judgment application was made and that he resumed repayments (though allegedly defaulting again subsequently).

[29] In the circumstances, there are indications that execution may not be proportionate and that there may be alternatives available, in particular by extending the loan term and agreeing new repayment arrangements. Mr Maphanga expressed the desire, with the assistance of legal representation, to explore alternatives to execution. In any event, the full relevant factual details are not before the court and it is not possible to come to the conclusion that execution, as a last resort, is proportionate in the circumstances.

[30] It is necessary to grant an order that ensures that the full factual circumstances are placed before the court to enable it to determine the application. Absa bears a duty to place all the relevant facts before the court.¹⁴ An appropriate order directing the parties to supplement the papers will accordingly be made. The order contemplates that it will be necessary for Absa to re-engage with Mr Maphanga before delivering its supplementary affidavit. However, the need to supplement the papers is inextricably linked to Mr Maphanga's right to legal representation, which I now turn to address.

Mr Maphanga's right to legal representation

[31] Mr Maphanga initially had state-funded legal representation through LASA, but after assisting him with his plea and answering affidavit in the summary judgment application, LASA withdrew as his attorneys of record for reasons that are unclear on the papers. Mr Maphanga expressed that he needs legal representation, is unable to secure representation at his own expense and was concerned that he was unable to fully understand the proceedings or to protect his rights without representation. He also asserted that the matter threatens his

¹⁴ *FirstRand Bank v Folscher* (note 8 above) para 43. Although the court in *Folscher* addressed this duty in the context of default proceedings, a similar duty applies in an opposed summary judgment application against an unrepresented debtor.

constitutional right to housing, as the property against which execution is sought is also his home and that of his wife and their two minor children.

[32] Section 34 of the Constitution guarantees, as part of the right of access to courts, a right to a fair hearing. In some circumstances, the provision of legal representation at state expense will be necessary in order to ensure a fair hearing.¹⁵

[33] In order to give effect to the constitutional right to representation at state expense in civil matters in terms of section 34 of the Constitution, Parliament passed the Legal Aid South Africa Act 39 of 2014 (“Legal Aid Act”). The Minister of Justice and Correctional Services subsequently made Regulations under the Legal Aid Act.¹⁶

[34] Under this scheme, the right to civil legal aid may be realised in a range of ways, including by direct provision of representation by LASA, indirect provision through LASA funding private representation, or by accessing pro bono representation through public interest law centres or private attorneys.

[35] LASA is the primary organ of state created for the purpose of discharging the state’s constitutional obligations to provide legal aid. The state’s obligations are given content in the Legal Aid Act and its regulations. Regulation 9 deals with the provision of legal aid in civil matters generally, and regulation 10 with the provision of legal aid in civil matters engaging constitutional rights.

[36] In *Magidiwana and Another v President of the Republic of South Africa*, Makgoka J reviewed and set aside LASA’s decision not to provide legal representation at state expense to the applicants and directed LASA to provide funding for their

¹⁵ *Magidiwana and Another v President of the Republic of South Africa and Others* [2013] ZAGPPHC 292; [2014] 1 All SA 76 (GNP). See also *Nkuzi Development Association v Government of the Republic of South Africa and Another* [2001] ZALCC 31; 2002 (2) SA 733 (LCC), holding that persons who have a right to security of tenure in terms of the Extension of Security of Tenure Act 62 of 1997 and the Land Reform (Labour Tenants) Act 3 of 1996 and whose tenure is threatened or has been infringed, have a right to legal representation or legal aid at State expense.

¹⁶ Legal Aid South Africa Act, 2014: Regulations No. R 745, *Government Gazette* 26 July 2017, as amended.

participation in the proceedings of the Marikana Commission of Inquiry.¹⁷ Makgoka J held that the question whether a person is legally entitled to civil legal aid will depend on the context,¹⁸ and that while it is not appropriate to lay down a closed list of relevant considerations, the court in that matter considered the following as relevant:

- a. the substantial and direct interest of the applicants in the outcome;
- b. the vulnerability of the applicants as participants in the proceedings;
- c. the complexity of the proceedings and the capacity of the applicants to represent themselves;
- d. the procedures adopted;
- e. equality of arms; and
- f. the potential consequences of the findings and recommendations for the applicants.¹⁹

[37] Although Makgoka J applied these factors in the specific context of legal representation for a commission of inquiry, they are broadly applicable in considering whether state-funded representation is constitutionally required in all civil matters. Indeed, the Legal Aid Regulations have adopted a similar set of considerations in Regulation 10 dealing the provision of legal aid in civil cases for the protection of constitutional rights, providing that in deciding whether to provide legal aid in such matters LASA will consider:

- “(a) the seriousness of the implications for the legal aid applicant;
- (b) the complexity of the relevant law and procedure;

¹⁷ *Magidiwana* (note 17 above). The Supreme Court of Appeal and the Constitutional Court both dismissed appeals against the High Court decision on the basis that it had become moot. See *Legal Aid South Africa v Magidiwana and Others* [2014] ZASCA 141; 2015 (2) SA 568 (SCA); and *Legal Aid South Africa v Magidiwana and Others* [2015] ZACC 28; 2015 (6) SA 494 (CC).

¹⁸ *Magidiwana* (note 17 above) para 37.

¹⁹ *Magidiwana* (note 17 above) para 38.

- (c) the ability of the legal aid applicant to represent himself or herself directly without a lawyer;
- (d) the financial means of the legal aid applicant;
- (e) the legal aid applicant's chances of success in the case;
- (f) whether the legal aid applicant has a substantial disadvantage compared to the other party in the case; and
- (g) whether the other requirements of these regulations are met."

[38] In the present matter, all of these considerations weigh in favour of Mr Maphanga receiving legal aid, either directly on an indirect basis through LASA providing funding for legal assistance.

[39] As to factor (a), the matter has serious implications for Mr Maphanga's rights, including his constitutional right to housing as Absa seeks to execute against his home. Regarding factor (b), the law and procedure relating to such executions remains relatively complex, as the rule is new and the principles regarding its application entail a careful proportionality assessment and several procedural requirements. Regarding his ability to represent himself (factor (c)), Mr Maphanga repeatedly stated during the hearing that he could not understand the proceedings and was unable to represent himself. In *Duma v Absa Bank Ltd* 2018 (4) SA 463 (GP),²⁰ in the context of a Rule 46A application to declare a home specially executable, Rautenbach AJ specifically observed in relation to Rule 46A proceedings that "[t]he people affected are lay people who in the nature of their predicament find it difficult to defend themselves against proceedings of this nature".²¹ The court added that "[t]his is why these people defaulting on the payments are almost always unable to obtain legal advice or legal assistance in court."²²

[40] Mr Maphanga's financial means (factor (d)) are, on the papers, modest and presumably he satisfied LASA's means test when originally provided with legal aid. His chances of success (factor (e)) need to be assessed, not in relation to

²⁰ *Duma v Absa Bank Ltd* 2018 (4) SA 463 (GP)

²¹ *Id* para 21.

²² *Id*.

whether he has an overall defence to the claim, but rather whether there is a prospect that an outcome other than execution against the home is possible. At this stage, it does appear possible. Finally, Mr Maphanga is certainly at a substantial disadvantage to Absa (factor (f)), which enjoys representation through specialist attorneys and counsel.

[41] In the circumstances, Mr Maphanga has requested legal representation and stated that he requires such representation to safeguard his constitutional rights in the context of execution against his and his family's home. The needs of a litigant differ. While some litigants, such as senior government officials or people with legal qualifications, may be capable of representing themselves, a party who appears in person may be "an indigent or bewildered litigant, adrift on a sea of litigious uncertainty, to whom the courts must stand a procedural-circumventing lifeline."²³

[42] Mr Maphanga was previously represented by LASA, up to the time of delivering his answering affidavit in the summary judgment application and until immediately before the hearing. In the circumstances, it is neither necessary nor appropriate to grant an order directing LASA to resume its representation of him or to providing funding towards other legal representation. It suffices at this stage to refer the matter back to LASA. In addition, I will direct that the judgment be provided to ProBono.Org, which is a clearing house that facilitates pro bono representation by private attorneys, and to public interest law centres that assist with housing matters in this division in the event that LASA is unable to represent Mr Maphanga.

Conclusion and costs

[43] Rule 46A(8) confers a broad remedial discretion on courts considering applications to declare the homes of debtors specially executable, in order to safeguard the constitutional rights of vulnerable debtors. In terms of Rule

²³ *MEC for Health, Eastern Cape and Another v Kirland Investments (Pty) Ltd* [2014] ZACC 6; 2014 (5) BCLR 547 (CC); 2014 (3) SA 481 (CC) para 82; *Public Protector of South Africa v Chairperson of the Section 194(1) Committee and Others* [2024] ZASCA 131; [2024] 4 All SA 693 (SCA); 2025 (4) SA 428 (SCA) para 29.

46A(8)(f), a court considering an application under this rule may postpone the application on such terms as it may consider appropriate and, under Rule 46A(8)(i), make any other appropriate order. Rule 46A(5), which sets out the information that an applicant must provide in a Rule 46A application, also provides that a court may call for any other document that it considers necessary.

[44] In *Absa Bank Ltd v Mokebe*, the full court in this division held that a bank seeking a money judgment and an order declaring immovable property executable must do so in a single proceeding and that, should the matter require postponement for any reasons, the entire matter must be postponed and no piecemeal adjudication undertaken.²⁴ Accordingly, it is not appropriate at this stage to decide any portion of the relief sought.

[45] I have determined that the just and equitable remedy in this matter must include postponing the matter to enable the full details of the factual position to be placed before the court and to enable Mr Maphanga to secure legal representation. In order to facilitate Mr Maphanga obtaining representation, it is appropriate to direct that the order be brought to the attention of LASA, his erstwhile representatives and the primary organ of state responsible for discharging the state's obligations to provide legal aid in civil matters. However, to cater for the contingency that LASA is unable to represent him, the order will also be brought to the attention of public interest law centres that provide free legal services in matters relating to the right to housing.

[46] Mr Kock, who appeared for Absa in these proceedings, sought determinedly to secure an order on behalf of his clients, as is his primary ethical duty, but also discharged his duties as an officer of the court in view of the fact that Mr Maphanga was unrepresented. He engaged with Mr Maphanga and sought to explain the proceedings to him outside of court. That, however, is no substitute for Mr Maphanga being legally represented so that his rights and interests are adequately protected in this matter affecting a property that is also home to him and his family.

²⁴ *Mokebe* (note 10 above) para 29.

[47] In matters of this nature, it cannot fall to counsel for the executing bank to protect the interests of debtors against whose homes execution is sought. And while courts have a duty to conduct proceedings involving unrepresented litigants so as to safeguard their rights, that duty is also no substitute for legal representation where it is constitutionally required. In appropriate cases, courts must take appropriate steps both to protect the rights of debtors and to facilitate their access to pro bono legal representation.

[48] In relation to costs, this postponement has been occasioned by the conduct of both parties. Absa failed to place before the court the factual developments that took place relating to the loan agreement and additional repayments after the initial affidavits were filed; and Mr Maphanga failed to secure legal representation to enable his proper participation in the proceedings. In the circumstances, I determine that the appropriate approach to costs is that each party must be directed to bear their own costs.

Order

[49] Accordingly, I make the following order:

1. The application is postponed sine die;
2. The applicants are directed to deliver a supplementary affidavit, within twenty (20) days of the date of this judgment, setting out:
 - a. The further developments subsequent to the delivery of the founding and answering papers in the summary judgment application, including the agreement to resume repayments of the loan agreement from in or around November 2022, such further payments as were made, and any other relevant facts;
 - b. The steps taken by the applicants to engage with the respondent regarding alternatives to execution;
 - c. What alternatives to execution against the property are currently available, if any; and

- d. If the applicants consider that execution as a last resort is necessary, their reasons for coming to this conclusion.
3. The respondent may deliver a supplementary answering affidavit within fifteen (15) days of the delivery of the supplementary affidavit of the applicant referred to in paragraph 2.
4. The applicants may deliver a supplementary replying affidavit within ten (10) days of the delivery of the respondent's supplementary answering affidavit.
5. A copy of this judgment shall be provided to Legal Aid South Africa, ProBono.Org, Lawyers for Human Rights, the Legal Resources Centre and the Socio-Economic Rights Institute of South Africa, with a view to securing pro bono legal assistance for the respondent in these proceedings.
6. There is no order as to costs.



J BRICKHILL
ACTING JUDGE OF THE HIGH COURT
JOHANNESBURG

Type text here

This judgment is handed down electronically by circulation to the parties or their legal representatives by email, by uploading it to the electronic file of this matter on Caselines, and by publication of the judgment to the South African Legal Information Institute. The date for hand-down is deemed to be 16 September 2025.

DATE OF HEARING: 5 June 2025

JUDGMENT SUBMITTED FOR DELIVERY: 15 September 2025

APPEARANCES:

For the Applicants: Adv CJS Kock, instructed by Tim Du Toit & Company Inc.

For the Respondent: In person