

REPUBLIC OF SOUTH AFRICA



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

DELETE WHICHEVER IS NOT APPLICABLE:

(1) REPORTABLE: YES/~~NO~~

(2) OF INTEREST TO OTHER JUDGES YES/~~NO~~

(3) REVISED:

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DATE: 8 DECEMBER 2025 SIGNATURE:

CASE NR: 2024-095983

In the matter between:

CUYSAV CC

APPLICANT

and

MOHOMANE LYDIA PITSOANE

RESPONDENT

Delivered: This judgment was prepared and authored by the Acting 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 of the judgment is deemed to be 9 September 2025.

JUDGMENT

MARUMOAGAE AJ

A INTRODUCTION

1. This is an opposed application wherein the Applicant seeks a provisional sequestration order against the Respondent on the basis that the Respondent committed two acts of insolvency. The court is required to determine whether the Applicant has made out a case for a provisional order to be granted against the Respondent's estate.

B PARTIES' ALLEGATIONS

i) Applicant's version

2. On 11 November 2019, the parties concluded an agreement where they agreed that the Applicant would sell to the Respondent two properties, Erf 2139 Roodepoort and Erf 719 Roodepoort, for the total purchase price of R 4 000 000.00. The parties agreed that the Respondent would pay monthly instalments of R 65 000.00. They also agreed that, should the Respondent fail to make payment of any instalment on the due date, the full amount outstanding at that time would become due and payable, subject to the Applicant giving the Respondent a seven-day notice to remedy her breach.
3. Between February and December 2020, January and April 2021, June and December 2021, and January 2022 and February 2024, the Respondent failed to pay the monthly instalments. Due to the Covid-19 lockdown, the Applicant agreed to reduce the monthly instalment to R 30 000.00. The Respondent was already

substantially in arrears on her obligations under the parties' agreement. According to the Applicant, this was not a formal written amendment to the monthly instalments, but a benevolent indulgence granted to the Respondent.

4. The reduction in instalments was a temporary measure to assist the Respondent because the school at which she worked as a principal was experiencing financial challenges. Notwithstanding this reprieve, the Respondent repeatedly defaulted on her payments. According to the Applicant, the Respondent defaulted in making any payment from December 2022 to April 2023 and continued to default from September 2023 to February 2024. On 14 February 2023, the Applicant requested the Respondent to bring her payments up to date, but this did not occur.
5. On 25 February 2023, the Respondent sent a letter to the Applicant's attorneys requesting a 'grace period' and indicating that she will not be able to settle the outstanding balance of her debt. The Applicant contended that the Respondent explicitly acknowledged her inability to pay her debts, which amounted to an act of insolvency in terms of section 8(g) of the Insolvency Act.¹ The Applicant alleges further that, in her letter, the Respondent also indicated that she could not settle the outstanding arrears and requested until 21 April 2023 to bring her account up to date. Further, the Respondent also attempted to arrange with the Applicant to be partially released from her debts, thereby committing an act of insolvency in terms of section 8(e) of the Insolvency Act.
6. The Respondent instructed her attorneys to write a letter to the Applicant which stated that the Respondent made payments to the Applicant in terms of the relaxed terms, and future payments due to the Applicant would be paid into the Respondent's attorneys' trust account. Since this was not what the parties agreed to, the Applicant demanded payment of the outstanding amount of R 3 733 161.89. The Respondent has not paid this amount, and the Applicant alleges that it would be in the advantage of creditors for the Respondent's estate to be placed under sequestration.

¹ 24 of 1936.

7. The Applicant alleges that the Respondent owns immovable property in Meadowlands, Soweto, which is not subject to any security. Further, the Respondent is also a director of about five companies, including the company that owns the school where she works as a principal, from which she may be receiving income. According to the Applicant, there is a reasonable prospect that some pecuniary benefit will result for creditors should the Respondent be placed under sequestration. A trustee will be appointed to investigate the Respondent's financial affairs, collect and realise them to satisfy the creditors' proven claims.

ii) Respondent's version

8. The Respondent alleges that she is a disabled and qualified woman teacher who is running a non-profit organisation that owns a school that educates about 102 learners from disadvantaged backgrounds. She alleges that she is a single woman who is taking care of her four unemployed children. The Respondent confirmed that she signed an instalment sale agreement with the Applicant on 1 November 2019. However, she denies that the deponent to the Applicant's affidavit is aware of the circumstances surrounding the instalment sale agreement, as he was not present when it was signed.
9. The Respondent contended that the signature of the deponent to the Applicant's founding affidavit, who is currently the only member of the Applicant, does not appear on the agreement, which was signed at the Applicant's attorney's office. The Respondent alleges that, at the time the contract was signed, there was a verbal agreement that the purchase price would be R 3 500 000.00. Further, no purchase price was agreed upon for ERF 719 Roodepoort. She alleged that she was not represented when the agreement was signed. According to the Respondent, the Applicant's attorney informed her that ERF 719 Roodepoort was sold as land but not as an actual physical building.
10. The Respondent contended that she did not have legal knowledge and understanding of the legal submissions made by the Applicant's attorney when the agreement was signed. Further, she informed him that she needed legal

representation before signing the agreement, but the Applicant's attorney led her to believe they would not mislead her, which led her to sign the contract. However, she claims that she was misled. According to the Respondent, she subsequently established that the properties subject to the instalment sale agreement were endorsed by the South African Bank of Athens for R 14 000 000.00, a factor that was not disclosed to her at the time the agreement was signed. The Respondent alleged that she was advised that, when a property is endorsed, it is used as security for a loan, which means the Applicant could not have owned the two properties at the time the agreement was signed.

11. According to the Respondent, the Applicant also refused to pay electricity to City Power. There was also an illegal connection at the properties, which City Power disconnected. This forced the Respondent to install and use a solar panel system. The Applicant owes City Power over R1 600 000.00 in rates and taxes. The Applicant's officials misled the Respondent into believing that the properties were in good condition.
12. The Respondent contended further that she made regular payments between December 2022 and April 2023. However, she admitted that from September 2023 to February 2024, she stopped making payments because the Applicant had misled her. The Respondent alleged further that the Applicant failed to provide proof that she is unable to pay her debts or that she committed acts of insolvency. The Respondent alleged that it is, in fact, the Applicant that has committed acts of insolvency by installing an illegal electric meter to frustrate the Respondent and City Power, and also by failing to pay rates and taxes to the municipality.

C LEGAL PRINCIPLES

i) Legislative Framework

13. In terms of section 10 of the Insolvency Act:

'[i]f the Court to which the petition for the sequestration of the estate of a debtor has been presented is of the opinion that prima facie—

- (a) the petitioning creditor has established against the debtor a claim such as is mentioned in subsection (1) of section 9; and
- (b) the debtor has committed an act of insolvency or is insolvent; and
- (c) there is reason to believe that it will be to the advantage of creditors of the debtor if his estate is sequestrated,
it may make an order sequestrating the estate of the debtor provisionally'.²

14. In terms of section 9(1) of the Insolvency Act:

'[a] creditor (or his agent) who has a liquidated claim for not less than 50 pounds, or two or more creditors (or their agent) who in the aggregate have liquidated claims for not less than 100 pounds against a debtor who has committed an act of insolvency, or is insolvent, may petition the Court for the sequestration of the estate of the debtor'.

ii) Relevant Case Law

15. In *First Rand Bank Ltd v Evans*, it was held that:

*'[o]nce the applicant for a provisional order of sequestration has established on a prima facie basis the requisites for such an order the court has a discretion whether to grant the order. There is little authority on how this discretion should be exercised, which perhaps indicates that it is unusual for a court to exercise it in favour of the debtor. Broadly speaking it seems to me that the discretion falls within that class of cases generally described as involving a power combined with a duty. In other words where the conditions prescribed for the grant of a provisional order of sequestration are satisfied then, in the absence of some special circumstances, the court should ordinarily grant the order. It is for the respondent to establish the special or unusual circumstances that warrant the exercise of the court's discretion in his or her favour'.*³

16. The Constitutional Court in *Stratford and Others v Investec Bank Limited and Others*, authoritatively held that:

² See *Standard Bank of South Africa v Vermeulen*, *Standard Bank of South Africa v Vermeulen* (1025/2011, 1027/2011) [2012] ZANWHC 6 (9 February 2012) para 8.

³ 2011 (4) SA 597 (KZD) (18 March 2011) para 27. This exposition of the law was endorsed in *AR v HR* (3565/2018) [2020] ZAECPHC 10 (19 May 2020) para 17.

'[i]n terms of the Insolvency Act, a court may grant a sequestration order, either provisionally or finally, if "there is reason to believe that it will be to the advantage of creditors of the debtor if his estate is sequestrated". It is the petitioner who bears the onus of demonstrating that there is reason to believe that this is so'.⁴

D EVALUATION

i) Overview

17. It is common cause that on 11 November 2019, an instalment sale agreement was entered into between the parties. It does not matter who was representing the Applicant. There is no suggestion that the person representing the Applicant lacked authority to do so. There is a valid contract between the Applicant, as a juristic person, and the Respondent. It is also clear that, from this date, the Applicant assumed control of the properties subject to this contract and began making payments in terms thereof. It is undisputed that the Respondent has, on different occasions, made payments under this contract. This means there is a valid contract between the parties that mandates, among other things, that one party make monthly payments to the other. If monthly payments are not made in accordance with the agreement, that would constitute a breach of contract, which gives the seller the right to use not only contractual remedies but also insolvency law remedies.
18. The Applicant decided to pursue an insolvency law-related remedy of sequestration following a breach of contract based on the Respondent's failure to settle the outstanding money owed in terms of the parties' contract. Now, the Respondent seeks to raise incompetent defences to defeat the sequestration claim. The first attempted defence is that she was misled when she was signing the instalment sale agreement. However, there is no indication that the Respondent was 'tricked' into signing the agreement. The Respondent wanted to purchase the properties and committed herself to doing so on credit. It cannot be that when she is experiencing payment difficulties, she is now claiming to have been misled without providing any proof of misrepresentation.

⁴ 2015 (3) BCLR 358 (CC); 2015 (3) SA 1 (CC); (2015) 36 ILJ 583 (CC) para 43 (footnotes omitted).

19. If indeed any of the officials who had authority to represent the Applicant when the contract was signed misrepresented themselves, that would be a valid 'tool' to use to challenge the validity and enforceability of the contract. However, such a challenge would be separate from the current proceedings, unless the Respondent brought a counterclaim, which this court would have been forced to entertain. This would have also led to the Applicant being granted an opportunity to respond to the counterclaim. No such application was made, and the court is requested to consider untested allegations that raise a host of material factual disputes.
20. For instance, the Respondent refers to several verbal agreements that were made between the signatories of the instalment sale agreement and the Applicant's attorneys, which the Applicant disputes. The Respondent also claims that because there was an endorsement on the property by another bank, the Applicant was not the owner of the Bank at the time the contract was concluded. If indeed the properties were endorsed at the time the instalment sale agreement was concluded, and this had any effect on the contract itself or would have led the Respondent not to contract at all or to contract on different terms, once this was established, the Respondent ought to have taken steps if she believed it amounted to misrepresentation.
21. Similarly, the dispute relating to who was responsible for the payment of municipal rates and taxes is not relevant to the fulfilment of the other terms of the instalment sale agreement, unless compliance with any of the other terms was contingent on any of the parties paying the municipal rates and taxes. In fact, clause 6.1 of the instalment sale agreement clearly states that the Respondent, as the purchaser, shall be responsible for all rates, charges, and fees payable to the seller or the municipality. The allegation that the Applicant, as the seller, would be responsible for municipal rates and taxes is without merit and contrary to the objective evidence before the court. In any event, while the Respondent tried to make payment arrangements, there is no indication that she took any steps to address any of these other concerns before she was served with the sequestration application papers. This cannot be used as a defence in an insolvency matter. In my view, there is no merit to this submission. The reality is that there is an uncontested

contract between the parties, the terms of which have not been fully complied with. The Applicant demanded payment, and the Respondent has not paid.

ii) Requirement for Provisional Sequestration

22. Apart from ultimately relieving the debtor from her debts, a sequestration order changes the status of a person and fundamentally limits the activities in which such a person can engage. However, it is essential to note that it is the estate of the person that is sequestrated and not the person herself. An order sequestrating a person effectively declares that person to be insolvent. This is a legal confirmation that such a person's assets are exceeded by her liabilities. This will empower the Master of the High Court to appoint the trustee after a prescribed meeting of creditors, who will be legislatively responsible for collecting, protecting, and quantifying all the assets that fall within the insolvent person's estate to realise and equitably distribute them to all the creditors who have proved their claims against the insolvent's estate in accordance with their rankings.

23. Once the court has granted either a provisional or final order of sequestration, a *concurso creditorum* will be established and the trustee or provisional trustee, as the case may be, will be duty-bound to start the process that will lead to the winding up of the insolvent person's estate in a way that will enable creditors who proved their claims to be equitably paid from the insufficient assets collected and placed in the insolvent estate.⁵ This demonstrates that Insolvency law is, by design, not intended to relieve the insolvent person from her debts, even though ultimately such a debtor will be released from her debts. The main purpose of a sequestration order is to ensure that creditors are paid from the insolvent's available assets. This

⁵ See *Richter N.O v Riverside Estates (Pty) Ltd* 1946 OPD 209 at 223, where the court quoted Glück *Pandecten* 16:2.934, vol. 15, p. 105 was quoted with approval, that '... [t]he expression, *concurso creditorum* ... [denotes] the object of lawfully distributing the insufficient assets in the estate of the debtor among a number of pressing creditors in accordance with the rights of priority of each creditor. Concurso, therefore, presupposes: (1) conflicting interests (Collision) of a number of creditors who pursue their claims against his property (Gutermasse); (2) insufficiency of the debtor's means to satisfy all his creditors in full; and it requires, (3) when the Court has satisfied itself, upon inquiry, that the assets are not sufficient to discharge the debts, an order of Court opening and commencing the concurso. In regard to the assets in the insolvent estate, the creditors entered into a kind of community . . . It is a consequence of this community that, until the Court has determined upon the correctness and priority of the creditors' liquidated claims, no creditor may be satisfied out of the assets to the prejudice of other creditors'.

is achieved by removing these assets from the insolvent person's control and vesting them in the trustee, who will equitably distribute their proceeds among the creditors who proved their claims.

24. A sequestration order can be granted when either the insolvent person voluntarily surrenders her estate or one or more of her creditors apply to the court for the sequestration of her estate. When the creditor seeks a sequestration order, the court must first consider whether a *prima facie* case has been established to place the estate of the person sought to be sequestrated provisionally under sequestration. Three legislative requirements should be satisfied to make out a *prima facie* case. First, the sequestrating creditor must demonstrate that s/he or it has a liquidated claim of not less than 50 Pounds against the person sought to be sequestrated. I indicated in *Steyn v Steyn N.O and Others*, that:

'[i]t is disappointing that despite a Rand being adopted as the South African currency in 1961 and thirty (30) years into democracy this section still refers to Pounds as opposed to Rands. The danger with this is that the value of the Rand is much less than that of the British pound which was the South African currency before it was replaced by the Rand. Without any justification and serious consideration of the differences in the value of the Rand and the British Pound, South African courts have generally interpreted this provision as requiring that the creditor must demonstrate that he, she, or it has a liquidated claim of not less than R 100. It is not clear why the Legislature has not 'modernised' the Insolvency Act to reflect the applicable South African currency'.⁶

25. Be that as it may, it appears that the insolvency law practitioners and the courts generally, despite the apparent difference in the values between the South Africa Rand and the United Kingdom Pound, which was once the currency of the 'Union of South Africa', generally view the liquidated amount to be R 100.00, when sequestration applications are made to the court.⁷ It is interesting to note that, just like in this matter, most practitioners, when representing only one creditor, present to the court that their clients have a liquidated claim of not less than R100.00.

⁶ 2024 (4) SA 285 (GP) (10 January 2024) para 39.

⁷ See generally *Bana v Georgiou* (3759/2023) [2024] ZAFSHC 336 (21 October 2024) para 2; *R.D.M v M.T.M* (M608/22) [2023] ZANWHC 216 (21 November 2023) para 40; and *Jordaan and Another v Le Roux and Others* (070088/23) [2025] ZAGPPHC 651 (20 June 2025) para 36.

26. This leads courts occasionally to state, without reliance on any authority, that a single creditor must have a liquidated claim of over R 100.00 to succeed with a sequestration application. For instance, in *L.M.V v M.V*, the former husband brought an application for the sequestration of her former wife. In assessing whether a *prima facie* case has been established, the court casually held that it was required to assess whether the ‘... [a]pplicant has established against the debtor a liquidated claim of not less than R100.00’.⁸ Again, in *Shapiro v Wolpe*, where the court was dealing with only one creditor in an application for provisional sequestration, it was held that the amount referred to in section 9(1) of the Insolvency Act is R 100.00.⁹ This legal exposition, which, from the clear wording of section 9(1) of the Insolvency Act, appears to be incorrect, is not restricted to the courts. In academic cycles, there is also a consistent, and incorrect narrative, that:

*‘if application is made by a single creditor his claim must be for a liquidated amount of not less than R 100; if by two or more creditors their claims in the aggregate must be for a liquidated amount of not less than R 200’.*¹⁰

27. This cannot be correct because section 9(1) explicitly states that a liquidated claim by a single creditor should not be less than 50 Pounds and that of two or more creditors in the aggregate should not be less than 100 Pounds. To my knowledge, there has been no legislative amendment that provides for the conversion of Pounds to Rands. However, it appears to be acceptable to effect a ‘direct’ conversion for practical purposes. Assuming that such a conversion is sound in law, then the liquidated claim should not exceed R 50.00 when a single creditor has brought a sequestration application and R 100.00 in aggregate when more than one creditor brings such an application.

28. Given the fact that the Respondent in this case admitted in her answering affidavit that she did not make payment for the period between September 2023 and February 2024, this clearly demonstrates that there is an amount over R 50.00 that

⁸ (7833/2016) [2018] ZAGPPHC 505 (6 July 2018)

⁹ (2024/060632) [2025] ZAGPJHC 752 (30 July 2025)

¹⁰ See Bertelsmann et al ‘Mars *The Law of Insolvency in South Africa* 10ed (Juta 2019) 119. See also Smith et al *Hockly’s Law of Insolvency Winding Up & Business Rescue* 10ed (Juta 2022) 42, where identical statements are made without reference to any authority that seem to justify this position.

the Respondent owes the Applicant. This means that the Applicant has a liquidated claim against the Respondent, and the first requirement is met.

29. The second requirement is that the sequestrating creditor must establish that the person sought to be sequestrated has either committed an act of insolvency or is in fact insolvent. It will be almost impossible for the sequestrating creditor or any creditor to establish as a matter of fact that the person sought to be sequestrated is, in fact, insolvent. Factual insolvency would be established when the assets of the person sought to be sequestrated, after being fairly valued, are determined to be less than that person's accumulated liabilities. Satchwell J in *Cohen v Jacobs (Stand 675 Dowerglen (Pty) Ltd intervening)*, explained that factual '*... insolvency may be established directly by evidence of the respondent's liabilities and the market value of his assets*'.¹¹ It has been correctly held that:

'... in order for the applicant to establish factual insolvency, it must put up evidence of the debtor's liabilities and the market value of his assets. Actual insolvency means that the debtor's liabilities actually exceed the value of his assets'.¹²

30. In this case, there is no direct evidence of the Respondent's insolvency. In fact, it was argued on behalf of the Applicant that the Respondent is the only party that can effectively provide evidence to the court of her solvency or factual insolvency. However, this does not mean that the Applicant is left without a remedy. Because establishing factual insolvency is difficult, the Legislature created a mechanism that allows creditors to apply to sequester their debtors even when they cannot establish factual insolvency. This was done by inserting section 8 into the Insolvency Act, which provides for eight different grounds of 'indirect' insolvency.

31. Any of the acts of insolvency provided for in section 8 of the Insolvency Act can be understood as conduct by the person who owes another, which, when it occurs, creates a legal impression that such a person may be insolvent. When such conduct occurs, the creditor's impression that the debtor may be insolvent would

¹¹ [1998] 2 All SA 433 (W) para 51.

¹² See *Sedwin Investments (Pty) Ltd v Datnow and a related matter* [2023] 2 All SA 525 (ECP) para 37, where the approach adopted in *Absa Bank Ltd v Rhebokskloof (Pty) Ltd and others* 1993 (4) 436 (C) at 443 was followed.

be sufficient to justify a sequestration application to the High Court. The creditor can rely directly on this conduct, and there will be no need to provide proof that the debtor is in fact insolvent. In this case, the Applicant relies on two acts of insolvency. The first act of insolvency relied upon is that the Respondent arranged with the Applicant as her creditor to release her partially from her debts. In terms of section 8(e) of the Insolvency Act, a debtor commits an act of insolvency if he *'... makes or offers to make any arrangement with any of his creditors for releasing him wholly or partially from his debts'*.

32. On 25 February 2023, in the letterhead of her school, the Respondent wrote a letter to the Applicant. In this letter, the Respondent first stated that the instalment was reduced and that whenever she missed a payment, she made arrangements for subsequent payments. She explained that she wanted to meet the Applicant's officials to 're-look' at the repayments due to the financial difficulties she was experiencing with the Department of Education in Gauteng. Secondly, the Respondent indicated that she was asking for grace while her school was trying to find its footing after COVID-19.

33. Thirdly, she explained that the school was still financially constrained, and load shedding worsened its financial situation, which is her primary source of income. It is clear from this letter that the Respondent was making payment arrangements, as opposed to attempting to be released wholly or in part from her debts. There is no indication of the Respondent asking for any part of her debt to be extinguished. On the contrary, she was pleading for patience as she tried to improve her school's financial situation, presumably to pay. In fact, it is common cause that despite her financial challenges, the Respondent made some payments to the Applicant. I am not convinced that the Applicant proved that the Respondent committed an act of insolvency mentioned in section 8(e) of the Insolvency Act.

34. The second act of insolvency relied upon by the Applicant is that the Respondent notified the Applicant in writing that she is unable to pay her debts. In terms of section 8(g) of the Insolvency Act, a debtor commits an act of insolvency *'if he gives notice in writing to any one of his creditors that he is unable to pay his debts'*. While the Respondent's letter dated 25 February 2023 may not amount to an effort to be

released from paying the amount due, it does constitute an acknowledgement in writing that the Respondent was unable to pay the amount she owed. In this letter, the Applicant clearly stated that she did not have the amount claimed. This essentially means that she admitted in writing that she was unable to pay her debts. In this respect, the Respondent committed an act of insolvency provided for in section 8(g) of the Insolvency Act. This entitles the Respondent to bring a sequestration application against the Respondent.

35. The third requirement is that the Applicant must demonstrate that there is reason to believe that the sequestration will be to the advantage of creditors. In *Meskin & CO v Friedman*,¹³ it was held that the phrase 'reason to believe':

'... indicates that it is not necessary, either at the first or at the final hearing, for the creditor to induce in the mind of the Court a positive view that sequestration will be to the financial advantage of creditors. At the final hearing, though the Court must be "satisfied", it is not to be satisfied that sequestration will be to the advantage of creditors, but only that there is reason to believe that it will be so'.¹⁴

36. Because sequestration is fundamentally about what the creditors will benefit from the process, the court must be satisfied that there is reason to believe that such an advantage will materialise. In the context of provisional sequestration applications, there is a need for the sequestrating creditor to place sufficient and satisfactory facts and evidence before the court that establishes that some benefit will be derived by the creditors should a provisional sequestration order be granted. The Applicant in this case demonstrated that the Respondent owns a bond-free property in Soweto, which can be sold and its proceeds used to settle creditors' proven claims.
37. There is also evidence before the court that the Respondent holds directorship in various companies. Should the trustee be appointed, he or she would be in the position to investigate and determine whether there is any pecuniary benefit that the creditors can benefit from the Respondent's directorships and shareholding, if any. In my view, there is reason to believe that creditors will derive some benefit if the sequestration order is granted. Thus, there is no reason why a provisional

¹³ [1948] 2 All SA 416 (W).

¹⁴ [1948] 2 All SA 416 (W) 559.

sequestration order should not be granted. The Respondent did not raise any valid defence that justifies the order not being granted. In my view, the Applicant has established a *prima facie* case for the Respondent's estate to be placed under provisional sequestration.

E CONCLUSION

38. It is trite that once the Applicant who has approached the court for a provisional order of sequestration has established a *prima facie* case that warrants such an order to be granted, the court has a discretion whether to grant such an order.¹⁵ Such a discretion must be exercised judiciously based on an adequate assessment of all the facts and evidence before the court. I am of the view that such discretion must be exercised in favour of the Applicant in this case.

ORDER

39. In the result, I make the following order:

39.1. the estate of the Respondent, Mohomane Lydia Pitsoane, is placed under provisional sequestration;

39.2. the Respondent and any other party who wishes to avoid such an order being made final are called upon to advance the reasons, if any, why the court should not grant a final order of sequestration of the said estate on the 26th day of January 2026 at 10.00 or as soon thereafter as the matter may be heard.

39.3. a copy of this order must be served:

39.3.1. on the Respondent, personally;

39.3.2. employees of the Respondent, if any;

¹⁵ *Solid Living Homes (Pty) Ltd v Dhlomo* (37086/2022) [2025] ZAGPPHC 295 (17 March 2025) para 29.

- 39.3.3. on all trade unions of which the employees of the Respondent are members, if there are any;
- 39.3.4. on the Master of the High Court, Johannesburg; and
- 39.3.5. on the South African Revenue Service.
- 39.4. a copy of this Order must be published in one edition of the local or national paper that is readily circulated around the place of the Respondent's residence and in the Government Gazette;
- 39.5. Costs of the Application in the sequestration of the Respondent's Estate.

C MARUMOAGAE
ACTING JUDGE OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION
JOHANNESBURG

Counsel for the applicant : Adv W Bava

Instructed by : Stan Fanaroff & Associates

Counsel for the respondent : Mr Phethedi Kabu

Instructed by : Masina Attorneys and Conveyancers

Date of the hearing : 1 September 2025

Date of judgment : 9 December 2025