



**IN THE HIGH COURT OF SOUTH AFRICA  
(WESTERN CAPE DIVISION, CAPE TOWN)**

**CASE NO: 2026-020335**

In the matter between:

**K T D**

**Applicant**

**And**

**Z K**

**Respondent**

**Neutral citation:** *KTD v ZK* (Case no 20206-020335) [2026] ZAWCHC...(25 February 2026)

**Coram: LEKHULENI J**

Heard: 18 February 2026

Delivered: Electronically on 25 February 2026

**Summary:** Hague Convention on the Civil Aspects of International Child Abduction. Two minor children from the United Kingdom visiting the respondent in August 2025 - Parties discussing possible relocation of applicant and children from United Kingdom to South Africa – Relocation agreement not reached – Respondent asserting that applicant consented to the relocation of children. Reliance on Article 13(a) and (b). Acquiescence and grave risk of harm in terms of Article 13(a) and (b) of the Convention not established. Application for the immediate return of children to their habitual residence in the United Kingdom granted.

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## JUDGMENT

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**LEKHULENI J:**

### **Introduction**

[1] This is an urgent application in terms of art 12 of the Hague Convention on the Civil Aspects of International Child Abduction 1980 (The Hague Convention), in which the applicant seeks the immediate return of two minor children, namely SED (7 years old boy) and RZD (3 years old boy), to the United Kingdom, which the applicant asserts is their place of habitual residence. The applicant states that the children travelled to Cape Town, South Africa, in August 2025 to visit the respondent temporarily and are now being wrongfully retained there against the applicant's express wishes. The respondent, on the other hand, denied that the minor children were sent to South Africa temporarily. The respondent contended that the parties agreed that the young boy, RZD, would reside permanently with the respondent in South Africa. In support of this contention, the respondent asserted that discussions were held between the parties regarding the children's schooling options in South Africa. According to the respondent, RZD resided continuously with him since August 2025, during which time he exercised full parental responsibilities. In the respondent's view, the applicant knowingly and voluntarily consented to RZD residing with him. This consent remained in effect until recently, when the applicant unilaterally withdrew it.

### **The Parties**

[2] The applicant, KTD, is an adult female tax administrator born in South Africa and currently residing in Craydon, United Kingdom (UK). The applicant has indefinite Leave to Remain (EU settlement Status) in the UK, granted after proving lawful residence, tax contributor and continuous residence in the UK.

[3] The respondent, ZK, is an adult male residing in Woodstock, Cape Town. The dispute between the parties involves two minor children, SED and RZD, who are domiciled in the UK. The two minor children are British citizens and were born in the

UK. Prior to August 2025, the children lived their entire lives in the UK, where they attended school and nursery and received all primary medical care.

[4] The applicant is the biological mother of two minor children. The respondent is the biological father of the youngest child, RZD. However, the respondent is not the biological father of the eldest child, SED. According to the applicant, the biological father of SED is not involved in his life. Since the start of her relationship with the respondent, the respondent has assumed the role of a father figure for SED and has taken on this responsibility with commitment.

[5] The applicant chose to keep the children together as siblings and did not want to separate them. The respondent accepted this arrangement.

### **Background Facts**

[6] The applicant and the respondent were friends for approximately 12 years before entering a relationship during the COVID-19 pandemic in 2021. Pursuant to this relationship, the youngest child, RZD, was born on 3 February 2022 in the UK. After the child was born in 2022, the parties agreed that the respondent would exercise contact with RZD at least once a year and that this contact would be either in South Africa or in the UK.

[7] In 2023, the parties agreed that the applicant would take the children to Cape Town to visit the respondent. The arrangement was that the applicant would fly back home to the UK and return to South Africa to collect the children after a month or so. This arrangement included the eldest child who visited the respondent in South Africa. Indeed, the children visited the respondent and were later returned to the UK by the respondent. In August 2024, the two children visited the respondent in Cape Town. The respondent returned the children to the UK on 25 September 2024 and stayed with the applicant and the children for a week.

[8] The applicant stated that she discussed with the respondent the possibility of relocating to and immigrating to South Africa. This included making enquiries about schooling for the children, but, more importantly, about housing for them and

employment for her. The applicant stated that no final agreement was reached for her and her children to move to South Africa. She stated that this is evidenced by the fact that she has no home in South Africa, and she does not have a job to support them.

[9] The applicant further asserted that at this moment, the respondent is unemployed and that, should they relocate to South Africa, they cannot look to him for accommodation or support. Accordingly, the applicant contended that it is simply impossible for her to have agreed to a permanent relocation to South Africa, given that none of the formalities for such relocation has been complied with, particularly because the applicant and the children do not have a home in South Africa. She emphasised that she never consented to the permanent relocation or retention of the two minor children, or to their independent relocation to South Africa without her. The applicant further averred that on 24 November 2025, she commenced new employment with the UK Government at HM Revenue and Customs as an ad hoc HMRC DRT customer service.

[10] The applicant stated that in August 2025, the parties agreed that the applicant would bring the minor children to South Africa, with the intention that they would spend at least one to two months with the respondent. The parties did not agree on the date the applicant would collect the children, but, according to the applicant, they were mindful that the children's stay in South Africa would not exceed December 2025. Accordingly, the applicant was due to return in December 2025 to collect the children and bring them back to the United Kingdom. However, at the respondent's request, the applicant reluctantly agreed to remain in the UK to settle into her new employment and to allow the respondent to spend his first Christmas with the children. The applicant emphasised that the decision was temporary, pragmatic and made in good faith. It did not constitute consent to the children's permanent relocation to South Africa. Subsequently, on 7 January 2026, the respondent's position changed abruptly. For the first time, the respondent asserted that his son, RZD, now permanently resided in South Africa and refused to give consent for him to return to the UK.

[11] Subsequent thereto, the applicant arrived in South Africa on 29 January 2026 to fetch the children. The respondent refused the request, stating that the applicant had given him full consent for the children to relocate to South Africa, which she refuted. The applicant consulted attorneys on the same day, who addressed correspondence to the respondent demanding the release of the children.

[12] On the other hand, the respondent denied that the minor children were sent to South Africa on a temporary basis. According to him, it was agreed that the applicant would permanently relocate to South Africa. Furthermore, in anticipation of their relocation, it was agreed that RZD will permanently reside with the respondent in South Africa, and that the applicant will reside with the eldest son, close by. The respondent emphasised that he is the biological father of RZD and that he has resided continuously with him since August 2025, during which time he has exercised full parental responsibility and rights on a day-to-day basis and is the primary caregiver.

[13] The respondent further stated that the applicant voluntarily consented to RZD residing with him in South Africa. According to him, it was agreed that his son, RZD, would reside permanently with him in South Africa. On 12 January 2026, he requested that the applicant to provide a firm parenting plan as regards his son. To his surprise, the applicant then abruptly reversed her position and advised him that she would be relocating the children to the UK as the current arrangement isn't working. The respondent then advised the applicant that he would not consent until a mutually agreed parenting plan was in place. The respondent suggested mediation to reach an agreement. According to him, he does not refuse RZD's relocation but asks for clarity. Through his attorneys, the respondent denied that the children were in South Africa temporarily. In support of this contention, he asserted that he and the applicant discussed the children's schooling options in South Africa.

[14] In addition, the respondent challenged the urgency of this application and applied that it be dismissed with costs.

### **Relevant legal principles**

[15] The applicant brought this application in terms of art 3 of the Hague Convention. The relevant part of art 3 provides that 'the removal or the retention of a child is to be considered wrongful where it is in breach of rights of custody attributed to a person, an institution or any other body, either jointly or alone, under the law of the State in which the child was habitually resident immediately before the removal or retention. The principles underlying the Hague Convention are clearly set out in its preamble, which provides:

'The States signatory to the present Convention –

Firmly convinced that the interests of children are of paramount importance in matters relating to their custody, desiring to protect children internationally from the harmful effects of their wrongful removal or retention and to establish procedures to ensure their prompt return to the State of their habitual residence, as well as to secure protection for rights of access.'

[16] The Hague Abduction Convention has two objects, which are set out in art 1 as follows:

- (a) to secure the prompt return of children wrongfully removed to or retained in any contracting state, and
- (b) to ensure that rights of custody and access under the law of one contracting state are effectively respected in the other contracting states.<sup>1</sup>

[17] The Convention seeks to prevent international abduction while ensuring that children retain the right to regular and meaningful contact with both parents.<sup>2</sup> The emphasis is placed on restoring the pre-abduction status quo. The return is to the jurisdiction of the place of habitual residence of the abducted child. The Convention aims to ensure the prompt return of children who have been wrongfully removed or retained in any contracting state, typically to their country of habitual residence. This is founded on the belief that the courts of the state of the child's habitual residence are best suited to determine disputes regarding the residence and welfare of the child.<sup>3</sup>

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<sup>1</sup> *Chief Family Advocate v G* 2003 (2) SA 599 (W) at 606C–D.

<sup>2</sup> *Senior Family Advocate, Cape Town, And Another V Houtman* 2004 (6) SA 274 (C) Para

<sup>3</sup> *Pennello v Pennello (Chief Family Advocate as Amicus Curiae)* 2004 (3) SA 117 (SCA) at para 25.

[18] In terms of art 8, any person, institution or other body claiming that a child has been removed or retained in breach of custody rights may apply either to the Central Authority of the child's habitual residence or to the central authority of any other contracting state for assistance in securing the return of the child. In the present matter, the applicant brought the application in her personal capacity and did not apply to the Central Authority. Such an application though unusual is permissible in terms of the Convention as art 29 of the Convention mandates that this Convention shall not preclude any person, institution or body who claims that there has been a breach of custody or access rights within the meaning of art 3 or 21 from applying directly to the judicial or administrative authorities of a Contracting State, whether or not under the provisions of this Convention. Art 12, which is crucial to the achievement of the Convention's objectives, provides for the remedy of a return, if there has been a wrongful removal or retention.

[19] Art 12 provides as follows:

'Where a child has been wrongfully removed or retained in terms of art 3 and, at the date of the commencement of the proceedings before the judicial or administrative authority of the Contracting State where the child is, a period of less than one year has elapsed from the date of the wrongful removal or retention, the authority concerned shall order the return of the child forthwith.'

[20] In *Smith v Smith*,<sup>4</sup> the Supreme Court of Appeal (SCA) held that a party seeking the return of a child under the Convention is obliged to establish that the child was habitually resident in the country from which it was removed immediately before the removal or retention and that the removal or retention was otherwise wrongful in terms of art 3. Once this has been established, the *onus* is upon a party resisting the order to establish one or other of the defences referred to in art 13(a) and (b) or that the circumstances are such that the refusal would be justified having regard to the provisions of art 20.

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<sup>4</sup> 2001 (3) SA 845 (SCA) at 850J.

[21] Following the above discussion, the requirements that an applicant must establish in this case to secure the return of SED and RZD to the UK in terms of art 12 of the Hague Convention are:

- (a) that the two minor children were habitually residing in the UK immediately before the removal or retention (art 3(a));
- (b) that the retention was wrongful in that it constituted a breach of custody rights by operation of law of the requesting state (art 3);
- (c) that the applicant was actually exercising those rights at the time of the wrongful removal or retention and would have so exercised such rights but for the removal or retention (art 3(b)).

## Discussion

[22] Mindful of the legal principles discussed above, I turn to consider the merits of this application. As foreshadowed above, the first question is whether the child habitually resided in the UK immediately before the alleged retention. The term 'habitual residence' is not defined by the Hague Abduction Convention. The courts have been left with a considerable degree of flexibility in translating the concept into practice.<sup>5</sup> Erasmus J, in *Senior Family Advocate, Cape Town, and Another v Houtman*,<sup>6</sup> had an opportunity to deal with the concept of habitual residence. The learned Judge sets out in para 11 of his judgment that 'it is clear that habitual residence must be determined by reference to the circumstances of each case'. The learned Judge also stated that in determining the habitual residence, it is necessary to analyse the parents' shared intention regarding the child's residence. Where there is contrary expressed parental intent, it then becomes necessary to determine whether the child has a factual connection to the state, and knows something of it, culturally, socially and linguistically.<sup>7</sup>

[23] In this case, it is not in dispute that the applicant and the minor children reside in the UK. The two children were born in the UK and are British citizens. They have attended school and nursery in the UK and received all primary medical care there since birth. It is common cause that the applicant is the biological parent of the two

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<sup>5</sup> *Central Authority (South Africa) v A* 2007 (5) SA 501 (W) para 17.

<sup>6</sup> 2004 (6) SA 274 (C) para 11.

<sup>7</sup> At para 10.

minor children. The children have been in her care in the UK since birth. The respondent is the biological father of RZD. From the respective affidavits filed of record, in principle, the respondent has no objection to the eldest son, SED, returning to the applicant in the UK. He only objects to the return of his biological son, RZD.

[24] From a careful reading of the affidavits and the various correspondence exchanged, it is very clear that the children were sent to South Africa for a limited visitation period intended to end in December 2025. The applicant wanted the respondent to bond with the children and to spend Christmas with them. Ostensibly, the respondent enjoyed spending time with the children and found it difficult to let them go. The consent the respondent signed on 08 August 2025, when the children visited him in South Africa in August 2025, clearly attests that the children were visiting him and were not permanently relocating to South Africa. In his letter of consent, the respondent specifically stated that he has no objection to his son's travel plans to South Africa, as he is visiting him in Cape Town.

[25] From the objective facts, it is incontestable that the children's habitual residence is in the UK. The applicant continues to hold a lease in the UK, which remains hers and the children's primary residence. At all material times prior to and during the children's stay in South Africa, the applicant remained solely responsible for maintaining the children's primary home in the UK. This included ongoing rental obligations for a two-bedroom family residence, utilities, food, clothing, transport, and all child-related expenses ordinarily associated with primary care. Importantly, the presence of the children in South Africa did not extinguish or materially reduce the applicant's financial obligations in the UK in respect of the children. The children's beds, furniture, clothing, toys, personal belongings, and living arrangements have at all times remained in the UK while the children visited the respondent in Cape Town, South Africa. No immigration, residence, or deregistration applications were made in respect of the children. The children entered South Africa only on their British passports, with no change in immigration status. These objective facts are inconsistent with any intention to relocate the children to South Africa permanently.

[26] I am mindful that the parties discussed the question of relocation of the applicant and the children to South Africa. This discussion included enquiries regarding schooling, housing for them, and employment for the applicant. However, this discussion was not finalised or never came to fruition. The applicant's relocation to South Africa was, amongst other things, dependent upon her securing employment there. The applicant does not have a home in South Africa. Instead, on 24 November 2025, she commenced employment with the UK Government at HM Revenue and Customs as an Ad Hoc HMRC customer service. On the evidence in this case, I am not persuaded that the parents ever formed a settled or shared intention for the children, particularly RZD, to remain in South Africa. When the children first travelled to South Africa in August 2025, they did so with the intention of returning to the UK at the end of December or on a date mutually agreed by the parties. Undoubtedly, the first step towards acquiring a new habitual residence is to form a settled intention to abandon the one left behind.<sup>8</sup> In my view, it was not established in this case that the applicant and the children abandoned their habitual residence in the UK.

[27] As set out above, the suggestion that the parties agreed to permanently relocate the children to South Africa is not supported by the objective facts. The children's visit to South Africa does not mean that South Africa is now their habitual residence. I must also add that the WhatsApp messages exchanged by the parties in January 2026 contradict the respondent's assertion that the parties agreed to a permanent relocation of the children to South Africa. The respondent specifically asked the applicant whether she would confirm whether RZD would remain in South Africa with him while the eldest child's schooling arrangements are being made.

[28] In response, the applicant informed the respondent that the current arrangement isn't working in practice and is creating unnecessary pressure for everyone. The applicant stressed that the two minor children are UK-based as she has not relocated. The applicant also informed the respondent that she will be coming at the beginning of February 2026 to fetch the children. In my opinion, the respondent would not have raised the question above if the parties had indeed definitively agreed that the children relocated to South Africa. The fact that there was a discussion about relocation does not mean an agreement was reached. Clearly, on

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<sup>8</sup> *Mozes v Mozes* 239 F 3d 1067 (9th Cir, 2001) at 1081 - 2.

the facts, such an agreement was mooted but was not reached. On a conspectus of all the facts, it is evident that the children are habitually resident in the UK.

[29] In *Smith v Smith (supra)*, the SCA found that once the question of habitual residence has been established, the persons resisting the order bears the onus to establish one or other of the defences referred to in art 13(a) and (b) or that the circumstances are such that the refusal would be justified having regard to the provisions of art 20. In other words, the person opposing an application for the return of a child must 'establish' circumstances falling within art 13(a) or (b) of the Convention. In terms of art 13, notwithstanding the provisions of the preceding article, the judicial or administrative authority of the requested state is not bound to order the return of the child if the person, institution or other body which opposes its return establishes that:

'(a) the person, institution or other body having the care of the person of the child was not actually exercising the custody rights at the time of removal or retention, or had consented to or subsequently acquiesced in the removal or retention; or

(b) there is a grave risk that his or her return would expose the child to physical or psychological harm or otherwise place the child in an intolerable situation.

The judicial or administrative authority may also refuse to order the return of the child if it finds that the child objects to being returned and has attained an age and degree of maturity at which it is appropriate to take account of its views.

In considering the circumstances referred to in this article, the judicial and administrative authorities shall take into account the information relating to the social background of the child provided by the Central Authority or other competent authority of the child's habitual residence.' (my underlining)

[30] In the present matter, the respondent relied on both art 13(a) and (b) respectively. The respondent asserted that he has been caring for the children for six months and that the applicant's conduct in this regard created the expectation of permanence. The respondent stressed that RZD has resided with him continuously since August 2025. During that time, he had exercised full parental responsibilities and rights on a day-to-day basis, and he is the child's primary caregiver. The respondent believes the applicant clearly indicated her intention to relocate to South Africa and build a life with him. In simple terms, the respondent contends that the

applicant acquiesced to the respondent's permanent stay with the children in Cape Town, South Africa.

[31] On the question of acquiescence, the courts in Australia have held that for a parent to acquiesce in the unlawful removal or retention of a child, within art 13, the evidence of the acquiescence must be clear and unqualified.<sup>9</sup> In the United States, the leading case is *Friedrich v. Friedrich*, 78 F. 3d 1060 (6th Cir 1996) at 1064, in which the United States Court of Appeals set out a similarly strict and narrow test, stating:

‘Acquiescence under the Convention requires either an act or statement with the requisite formalities such as testimony in a judicial proceeding, a convincing written renunciation of rights or a consistent attitude of acquiescence over a significant period of time.’

[32] Meanwhile, the House of Lords in England has held that the burden is strongly on the parent who has removed a child to establish consent by the other parent.<sup>10</sup> The Court held that where the words or actions of the wronged parent clearly and unequivocally show and have led the other parent to believe that the wronged parent is not asserting or going to assert his right to the summary return of the child and are inconsistent with such return, justice requires that the wronged parent be held to have acquiesced.

[33] In the present matter, the applicant has consistently expressed her intention that the children should return to the UK. The respondent was allowed time to spend with his son to ensure that he bonded with the children. The applicant also allowed the respondent to spend his first Christmas with them. The applicant did not unequivocally renounced or hand the children over to the respondent to permanently stay with them. The discussion that the parties had about the applicant relocating to South Africa was mooted but not finalised. The applicants’ conditions for relocating to South Africa were that she obtains employment in South Africa and a house for her and the children. This did not materialise. Instead, on 24 November 2025, she commenced employment with the UK Government at HM Revenue and Customs as

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<sup>9</sup> *Police Commissioner of South Australia v Temple (No.1)* (1993) FLC 92-365.

<sup>10</sup> *H v H (Abduction: Acquiescence)* [1997] 1 FLR 872.

an Ad Hoc HMRC customer service. As discussed above, she made her intention known to the respondent that she would come and fetch the children in February 2026. On a conspectus of all the facts, I do not agree with the respondent that the applicant created the expectation that the children would remain with the respondent in South Africa.

[34] Finally, the respondent also raised the second exception to the mandatory return of a child in terms of art 13(b) of the Convention. In *Ad Hoc Central Authority, South Africa and Another v Koch No and Another*,<sup>11</sup> the Constitutional Court observed that the first step in an art 13(b) enquiry is whether the evidence of the person who invokes the article in defence establishes the risk of harm or an otherwise intolerable situation. Meanwhile in *Sonderup v Tondelli and Another*,<sup>12</sup> the Constitutional Court stated that an art 13(b) enquiry is directed to the risk that the child may be harmed by a Court-ordered return. The risk must be a grave one. It must expose the child to 'physical or psychological harm or otherwise place the child in an intolerable situation'. Significantly, the Court noted that the words 'otherwise place the child in an intolerable situation' indicate that the harm that is contemplated by the section is harm of a serious nature.

[35] The respondent alleges that the applicant has a pattern of neglectful conduct in the UK, including leaving the children with unsuitable caregivers. The respondent also points to a UK police investigation regarding the alleged abuse of SED by a neighbour and a mental breakdown suffered by the applicant as reasons why the children should not return to the UK. The applicant refuted these allegations and asserted that she was the one who reported the neighbour's conduct to the police and social services in the UK, acting as a proactive safeguarding parent. The investigation resulted in no finding of neglect against her. The applicant asserted that the respondent was informed of the incident contemporaneously and that the respondent expressed support at the time. The respondent also attended meetings regarding the matter and raised no allegations of fault, negligence, or risk against the applicant at that time.

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<sup>11</sup> 2024 (3) SA 249 (CC) para 118.

<sup>12</sup> 2001 (1) SA 1171 (CC) para 44.

[36] It seems to me the respondent is raising this concern belatedly to support his quest to have the minor child RZD remain in South Africa. What compounds the difficulty in the respondent's version is that in 2023 and 2024, the children visited him in South Africa. He returned them to the applicant in the UK in accordance with their agreement, without any apprehension. The respondent never complained that the applicant was an unsuitable parent or that she was leaving the children with strangers. The respondent returned the children to the applicant and even spent time with them in the UK. The issues of concern raised by the respondent in his opposing and supplementary affidavit do not constitute the grave risk of harm envisaged in art 13(b). Moreover, the applicant has been living with the children in the UK since their birth. The eldest child is now 7 years old. In my opinion, if there have been child neglect tendencies on the part of the applicant, that would have long been investigated in the UK.

[37] In conclusion, I hold that, on a consideration of the totality of the evidence, the respondent has not proved the art 13(b) defence. I am not satisfied on a balance of probabilities that, if RZD is ordered to be returned to the UK, the state of his habitual residence, he would be faced with the risk of grave psychological and physical harm or that he may otherwise be placed in an intolerable situation. In any event, I am of the opinion that there are adequate support services and systems in place in the UK to address any concerns the respondent raised in the papers.

[38] The respondent's counsel argued that it would not be in the children's best interests to be returned immediately to the UK, as they need to be psychologically prepared for their departure. Counsel also argued that this matter was not urgent and that the urgency with which the applicant was brought was self-created. I do not agree. Matters involving the Hague Convention are urgent in nature. They must be addressed urgently, in keeping with the objectives of the Convention. Furthermore, a further delay in the return of the children cannot be permitted, as that would impede the objectives of the Convention. The applicant is the mother of both children and raised them in the UK. The children will not suffer trauma if they are immediately returned to the UK.

[39] The objective of prompt return envisaged by the Convention is based on the premise that the welfare of the children is best promoted by reversing the effect of abduction as quickly as possible, for three reasons.<sup>13</sup> First, this will negate the harm often caused to children who are suddenly removed from their environment. Secondly, the knowledge that return will be ordered is likely to deter potential abductors. Thirdly, the child's interests can best be protected by litigation in the forum of convenience, which will usually be the place of the child's habitual residence.

### **Order**

[40] In the result, given all these considerations, the following order is granted:

40.1 the minor children, SED born on 03 May 2019 and RZD born on 3 February 2022, are to be returned forthwith to the applicant for her to return them to the jurisdiction of the Central Authority, of the United Kingdom in accordance with the provisions of art 12 of the Hague Convention on the Civil Aspects of International Child Abduction.

40.2 The respondent is hereby directed and ordered to hand over all the travel documents of the minor children to the applicant forthwith.

40.3 The Sheriff of this Court or his/her deputy, is directed to forthwith search for and seize all the travel documents (passport) of the minor children, whenever they may be found, and hand same over to the applicant, in the event the respondent fails to comply with the order in paragraph 40.2 above.

40.4 The applicant shall be entitled to forthwith remove the minor children from the borders of South Africa and travel with them to the United Kingdom, their habitual residence without the co-operation and consent of the respondent in respect of the minor child, RZD, insofar as such consent or co-operation of the respondent may be necessary.

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<sup>13</sup> *Central Authority (South Africa) v A* 2007 (5) SA 501 (W) para 18.

40.5 The respondent shall pay the costs of this application on a party and party scale, including the costs that stood over on 11 February 2026.

40.6 A copy of this judgment is to be served on the office of the Family Advocate, Cape Town.

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**LEKHULENI JD**  
**JUDGE OF THE HIGH COURT**

**APPEARANCES**

For the Applicant: Adv M Filton  
Instructed by: Abrahams Kiewitz Inc

For the Respondents: Adv M Garces  
Instructed by: Mariam Cassim & Associates Inc