IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, JOHANNESBURG)

CASE NO: 2024-115868

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) REVISED.

25 FEBRUARY 2026 ....
DATE SIGNATURE

In the matter between:

ERVEN 1[…] WADEVILLE (PTY) LTD **Applicant**

and

JC IMPELLERS (PTY) LTD **Respondent**

This judgment was handed down electronically by circulation to the parties and/or parties' representatives by email and by upload to CaseLines. The date and time for hand down is deemed to be 10h00 on 25 February 2026

JUDGMENT

S VAN NIEUWENHUIZEN AJ

Introduction

[1] In this matter the Applicant seeks the following relief:

"1 That the Respondent and all those holding title under it at the property situated at ERF 7[…], Wadeville, more fully described as 1[…] I[…] Road, Wadeville and held by title deed number T3[…] ("the

property"), be hereby ordered to vacate the property and restore possession to the Applicant on a date to be determined by the above Honourable Court;

2. In the event that the Responded and all those holding title under it fail to comply with prayer 1 above, the Sheriff of this Court or his lawful deputy be ordered and authorised to evict the Respondent and all those holding title under it from the property:

3. The Respondent be ordered to pay the costs of this application on an attorney and client scale.

4. Further and/or alternative relief."

[2] For the sake of convenience, the applicant will be referred to as "Wadeville" and the respondent as "Impelllers".

[3] Wadeville is the owner of the immovable property known as 7[…] Wadeville situate at 1[…] I[…] Road at Wadeville and held by title deed no.T3[…] (hereinafter the "property").

[4] On or around 1 January 2022 and at Wadeville, Dimitrijevic on behalf of the Wadeville and Impellers entered into a written lease agreement in respect of the property a copy of which is annexed to the founding affidavit as annex "AB2". Wadeville alleges that it substantially terminated the lease on 18 November 2022 whereafter the lease continued on the same terms and conditions as the written lease on a month-by-month basis. Impellers has been in occupation of the property since 18 January 2022.

[5] The commencement date of the lease was 1 January 2022 and the lease period is 3 years commencing on the commencement date and terminating on the termination date, The rental for the premises for the first year of the lease was R50 000 per month excluding VAT and escalating at a rate of 5% per annum compounded on the anniversary of the commencement date.

[6] In addition, hereto and due to Impellers remaining in occupation of the "Old Premises" on the same erf, Wadeville has continued charging rent for that section as well in terms of clause 53.3. A copy of a letter from Impellers annexed as "AB1" confirms the amount so being charged in addition to the R50 000 rental.

[7] The lease further requires Impellers to pay:

> *"directly to the Landlord, monthly, all amounts due for services, utilities, operating costs and municipal rates and taxes as provided to the premises upon presentation of such accounts by the Landlord to the Tenant (clause 4.2)."*

[8] The lease also requires that all amounts be paid to Wadeville "*without deduction, set-off or counterclaim for any reason whatsoever (clause 4.3).*"

[9] Clause 7 of the lease reads as follows:

> *"The premises are hired by the Tenant from the Landlord subject to the terms and conditions, for the period and use and at the rental set out in this lease. The Tenant's right to occupy, use and enjoy the*

premises and to received various services from the Landlord, as set out in this lease, is unequivocally conditional upon the payment by the Tenant of the rental and all other amounts and charges payable in terms of clause 4 and elsewhere in the lease contained "

[10] Clause 8.1 stipulates that:

"The Tenant shall be liable for and shall on demand pay for all electricity and water used in or on the premises and the refuse removal charges payable in respect thereof The Tenant shall also be liable for and shall on demand pay the basic and service charges in respect of electricity consumed as aforesaid."

[11] Clause 16 makes provision that:

"In the event of either party having to institute legal proceedings against the other arising out of any breach of whatsoever nature of this lease, then the defaulting party agrees to pay the aggrieved party all costs incurred in respect of such action on a scale as between attorney and client, including collection commission, unless otherwise ordered by the relevant legal forum adjudicating the matter."

[12] Clause 17.3 states that:

"17.3 No relaxation or indulgenced which the Landlord may show the Tenant shall in any way prejudice or be deemed to be a waiver of any rights hereunder…."

[13] The breach clause reads as follows:

"*If the Tenant*

49.1.1 - fails to pay rent or any other amount payable in terms of this lease on due date and fails to effect payment after having received 7 (even) days written notice to do so; or.

49.1.2 commits any other breach of this lease and fails to remedy same after having received seven (7) days written notice to do so, or

……..

then and upon the happening of any one or more of these events a right shall accrue to the Landlord, but not obligate it, to-

49.2 forthwith cancel the lease and resume possession but without prejudice to its claim for arrears of rent and/or damages which it may have suffered by reason of the Tenant's breach of the contract or its premature cancellation…….”

[14] At the time of writing this judgment the lease has already expired through the effluxion of time. During argument Impellers' legal representative indicated that it would require at least to the end of February 2026 to vacate the premises. It is common cause that at the time Impellers had already defaulted on the monthly rental and was unable to pay the rent as it fell due from month- to- month.

[15] I was requested to allow Impellers a reasonable period to vacate the premises (such period was indicated to come to an end by February 2026) on the basis of the decision in *AJP Properties CC v Sello*[1] in the event of a conclusion that its right to occupy has expired by 31 December 2025 by effluxion of time rather than on the basis contended for by Wadeville. In the above matter the lease had run its course and the parties extended it on a month-to-month basis. Eventually the landlord terminated same on one month's notice.

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[16] The Court undertook a thorough examination of our law of commercial lease before and after the Constitution and concluded that:

"[43] The objective economic realities, which by definition should have been appreciated by the applicant, and which appear from the papers may be identified as follows: The respondent's pharmacy business requires a sustainable floor space considering that it operates a dispensary. Historically the pharmacy's clientele frequents the mall and the goodwill of the business included its location. Termination of a lease should not <u>in cases where the lessee has complied with its terms result in the demise of the tenant's business</u>.

[44] Unless the respondent is able to find suitable alternative premises it faces significant financial hardship, if not financial ruin. This also jeopardises the staff contingent and their dependants; staff is likely to be laid off temporarily until suitable premises are found or be exposed to retrenchment if the pharmacy is obliged to downscale.

[45] Another consideration is that the respondent is required not only to reinstate the applicant's premises to its pre-occupation state but must also find suitable premises to relocate his pharmacy, negotiate a new lease, effect necessary alterations and install shop fittings in order to recommence business. There is a further socioeconomic factor: a fully fledged pharmacy conveniently located provides for the essential medical needs, generally on a personal level, for those living within the area, which would include the elderly.

[46] In my view it would be inimical to the interests of justice to compel the respondent to vacate immediately instead of affording him the opportunity of finding suitable alternative premises that would serve not only his interests but also those of his clientele.

[47] I am satisfied that these constitute sufficient grounds to justify a delay in enforcing the eviction order.

[48] The final issue is the period of the stay of the eviction order. The respondent contends he requires five months to find suitable alternative premises. I consider that this is too long bearing in mind the relative interests of the parties. Nonetheless I am entitled to take into consideration, and take into consideration, that the applicant failed to play open cards with the respondent at least from the time it secured the lease with Pepkor.

[49] In terms of its standard contract the applicant considers a period of three months necessary in order to secure a suitable tenant if its lease is not to be renewed. This period happens to coincide with the length of time the applicant held back informing the respondent that it had concluded a lease with Pepkor. Had it made prompt disclosure then the respondent would have had this additional

time to find suitable alternative premises. I accept that the lease with Pepkor has penalty clauses but the applicant only has itself to blame for jeopardising the respondent's business when there was no need to.

[50] I believe that in all the circumstances real and substantial justice requires that the respondent be afforded three clear months to relocate and bearing in mind that relocation is often cited as the principal consideration for delaying the execution of an eviction order in respect of commercial premises. I have stripped the court order of legal formalism in preference for straightforward layman's language <u>which will also ensure, by reason of other provisions of the lease, that rental and other relevant charges remain payable under its provisions.”</u>

[17] I emphasise the underlined portions. I have in any event concluded that the lease has been validly terminated on 30 September 2025 for the reasons set out below. The above observations would have applied if Impellers was discharging its obligations in terms of the lease. It is common cause that it is unable to do so. Given my findings below Impellers had ample time to vacate the premises since the lease was validly terminated and even if I am wrong in my conclusions it has had ample time to make alternative provision for vacating the property after the lease came to and end through the effluxion of time. My order to vacate the premises will therefore be operative with immediate effect.

[18] On the facts before me it is clear that Impellers has failed to make regular and timeous payment of its rental obligations and other charges to Wadeville to such an extent that it was in arrears in an amount of R445 044,73 as at 7 October 2024. When the matter was argued before me Impellers took the stance that the lease was not

validly terminated and that the dispute regarding the termination was referred to arbitration. Hence it took the stance that pending the arbitration it remained a lawful occupier.

[19] Wadeville issued a notice terminating the lease on 24 August 2024 which was subsequently revised on 30 August 2024 requiring Impellers to vacate the property. Impellers refused to vacate the property

[20] Impellers invoked clause 48 pertaining to arbitration and clause 49 of the lease asserting the right to continue occupation of the property pending arbitration.

[21] The arbitration proceedings remain pending and has as yet not been finalised.

[22] The above facts were extracted from the joint practice note agreed upon between the parties. According to this note the following issues arise from the parties' respective heads of argument;

"11.1. Whether the Court has jurisdiction to determine the lawfulness of the lease termination and to grant eviction while the arbitration clause remains operative.

11.2. Whether the arbitration clause (clause 48) precludes the Court from adjudicating the eviction application or merely suspends adjudication of the contractual dispute.

11.3. Whether the Respondent's continued occupation constitutes unlawful possession following the Applicant's termination notice, or whether it remains lawful pending arbitration.

11.4. Whether clause 48.9.2 of the lease expressly permits the Applicant to approach the High Court for an eviction order pending the arbitrator's decision.

11.5. Whether the eviction application is premature, or whether the" Applicant is entitled to immediate vindicatory relief."”

[23] Wadeville submitted that ownership and unlawful occupation are established and that the lease was lawfully terminated. In addition, it argues that clause 48.9.2 expressly permits eviction pending arbitration proceedings. It further submits that the arbitration clause does not oust the Court’s jurisdiction and that continued occupation amounts to unlawful holding over.

[24] Over and above the aforesaid it submits that it is undisputed that the lease agreement, although cancelled by Wadeville on 24 August 2024 is set to expire by 31 December 2025 and that the Court is entitled to grant an eviction order.

[25] It accordingly seeks such an order including the costs of counsel.

[26] Impellers submits that the termination of the lease is invalid and has been referred to arbitration and that the Court must stay or dismiss the application pending the arbitrator; s determination. Therefore, it asserts that its occupation is lawful until arbitration is concluded and

that the application is premature. It seeks that the application be stayed or dismissed with costs.

[27] The relevant portions of clauses 48 and 49 of the lease reads as follows:

48. ARBITRATION

48.1. Save in respect of those provisions of this lease which provide for their own remedies, which would be incompatible with arbitration, a dispute which arises in regard to:

48.1.1. the interpretation of; or

48.1.2 the carrying into effect of; or

48.1.3. either of the parties' rights and obligations arising from; or

48.1.4. the termination or purported termination of or arising from the termination of; or

48.1.5 the rectification or proposed rectification of, this lease, or out of or pursuant to this lease, shall be submitted to and decided by arbitration.

………………………

48.9 This clause shall not preclude any party from:

48.9.1. obtaining relief by way of motion proceedings on an urgent basis, or from instituting any interdict, injunction or any similar proceedings in any court of competent jurisdiction, pending the decision of the arbitrator;

48.9.2. seeking an interim and/or urgent rent interdict, a summons, a summons in respect of a claim for rental and other imposts, relief with *regard to an application to attach any Items falling under the Landlord's hypothec, an interim interdict interdicting the removal of any items from the premises or the property of which the premises form part), or an eviction order from a court of competent jurisdiction, and insofar as the High Court is approached in respect of any such relief, the parties hereby consent, insofar as it is legally permissible, to the applicable High Court that has the necessary jurisdiction over the area within which the leased premises area located.* (my underlining)

………………………

"49.1. If the Tenant: -

49.1.1. fails to pay rent or any other amount payable in terms of this lease on due date and fails to effect payment after having received 7 (seven) days written notice to do so ; or

49.1.2. commits any other breach of this lease and fails to remedy same after receiving 7 (seven) days written notice to do so;

(provided that the Landlord shall not be obliged to give the Tenant more than 2 (Two) notices of breach (in respect of clauses 49.1.1 and/or 49.1.2) in any period of 12 (Twelve) months and upon a subsequent breach of either of these provisions, the Landlord shall be entitled to invoke the provisions of clauses 49.2 without notice); or

49.1.3. so consistently breaches the conditions of this lease (whether by non-payment of rent or any other amount on due date or by non-compliance with its terms) so as to justify the Landlord in holding that the Tenant's conduct is inconsistent with an intention or an ability to carry out these conditions; or

……………

then, and upon the happening of any one or more of these events, a right shall accrue to the Landlord, which shall entitle the Landlord but not obligate it, to –

49.2 forthwith cancel the lease and to resume possession of the premises but without prejudice to its claim for arrears of rent and/or damages which it may have suffered by reason of the Tenant's breach of the contract or of the premature cancellation, in which case the Tenant shall pay to the Landlord, over and above any rental and *other monies which may be in arrears in terms of the lease Agreement as at date of cancellation, the following amounts (if applicable) –*

……………………

49.3. vary this lease by making it thereafter terminable by 1 (One) calendar month's written notice given by the Landlord. OR cancel this lease and permit the Tenant to remain in occupation of the premises as a monthly Tenant on the basis that the tenancy will be terminable by the Landlord (but not by the Tenant) on 1 (One) month's written notice but subject otherwise to all the terms and conditions, mutatis mutandis, of this lease, save as regards renewal.

49.4. If the Landlord cancels the lease and the Tenant disputes the right to cancel and remains in occupation of the premises, the Tenant shall, pending settlement of any dispute either by negotiation, arbitration or litigation, continue to pay an amount equivalent to the monthly rental provided for in this lease, monthly in advance on the first day of each month and the Landlord shall be entitled to accept and record such payments, and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Landlord's claim for the cancellation then in dispute. If the dispute is resolved in favour of the Landlord, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the lease or the unlawful holding over by the Tenant.

49.5. In the event of the Landlord cancelling this lease for whatsoever reason and it being held that it was so entitled to cancel or if the Tenant is placed under business rescue pursuant to Chapter 6 of Act 71 of 2008, then the full balance of the rental and other charges payable in terms of this lease shall immediately become due, owing and payable by the Tenant to the Landlord notwithstanding the fact that the lease would, but for the cancellation, still have a period to run.

49.6. The delay by the Landlord in making any election to cancel or otherwise enforce its rights in terms of this lease and Suretyship, shall not constitute a waiver of such rights, which shall remain vested in the Landlord.

49.7. In addition to the Landlord's rights in terms of clause 49.1.4 and without derogating therefrom, the Tenant agrees that in the event that *it commences business rescue proceedings and the Landlord is of the opinion (acting in its sole discretion):*

49.7. In addition to the Landlord's rights in terms of clause 49.1.4 and without derogating therefrom, the Tenant agrees that in the event that it commences business rescue proceedings and the Landlord is of the opinion (acting in its sole discretion):

49.7.1. that the Tenant is financially distressed, in accordance with the definition of this term in the Companies Act, and is reasonably likely to become insolvent in the immediate future; and

49.7.2 there is no reasonable prospect of rescuing the Tenant,

the business rescue practitioner agrees to consent to the immediate termination of the lease, and the Landlord shall be entitled to apply to court for the eviction of the Tenant, notwithstanding the provisions of section 134(1)(c) of the Companies Act.

49.8. If the Landlord commits any breach of this lease and fails to remedy same after having received 14 (Fourteen) days written notice to do so, then the Tenant shall be entitled, at its sole and absolute discretion, to cancel this lease and claim damages, alternatively to abide thereby and claim damages without prejudice to any other rights then vested in the Tenant at law."

Impellers' breaches

[28] On the undisputed facts Impeller conducted itself in such a way that the lease was terminated by 18 November 2022 and thereafter continued on a month-to-month basis. By 7 October 2024 its breaches had led to an amount of R448 044,73 being in arrears. On 12 August 2024 Wadeville caused a letter of demand to be delivered demanding that the then arrears of R322 663,23 be paid within 7 days of delivery of such demand failing which Wadeville would cancel the lease agreement and Impellers would be required to vacate. A copy of

this letter of demand is annexed marked “AB5”. This demand includes a demand for payment of the arrear amounts due and makes it clear that Martin attorneys hold instructions to terminate the lease agreement and evict Impellers.

[29] On 24 August 2024 by when Impellers had failed to make payment of the arrear payments as demanded Wadeville terminated the lease agreement and requested impellers to vacate the premises on or before 31 October 2024.This notice is annexed as “AB 6”. Impellers replied to the aforesaid notice in an email annexed as “AB 7” that it could not secure the funds it anticipated and were making plans to get alternate funds. It envisaged a part payment by 17 September 2024 and the balance by 27 September 2024. It also made it clear that it could not settle the funds for the Ekurhuleni account for July 2024. By now it was 27 August 2024 and the next month’s rent payment for September 2024 would fall due shortly.

[30] As a consequence, Wadeville responded to this letter on 30 August 2024 and in an attempt to mitigate its damages caused a revised letter of lease cancellation to be delivered to Impellers requiring it to vacate the property by 30 September 2024. This notice is annexed marked “AB 8”.

[31] The Applicant changed the vacation date due to the fact that Impellers admitted it cannot afford to be there and the rental and electricity charges are on average in the region of R300,000.00 per month, so

getting them out sooner was paramount. The content of the notice annexed as "AB 7".is a classic example of breach of contract in *anticipando.*[2] I thus view the attempt made by Wadeville to mitigate its damages as legitimate,

[32] Wadeville alleges in its founding Affidavit that to date Impellers remain in occupation without Wadeville's consent and against its will.

[33] Wadeville pleads that it suffers prejudice as it is being prevented from letting the property out whilst still obligated to pay for all the municipal services provided at the property notwithstanding no or only partial payments from Impellers.

[34] It submits it has no other effective remedy to reclaim possession of its property.

[35] Impellers raises two points in limine i.e. That Mr Bosman is not authorised to depose to Wadeville's affidavit and that the purported termination of the lease agreement shall be referred to arbitration in terms of clause 48.1 of the lease agreement. It alleges that same was referred to arbitration as per annex "NTM 2"

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[2] See *Tuckers Land and Development Corporation (Pty) Ltd v Hovis* 1980 (1) SA 645 (A)

[36] The first point in limine is of no consequence. It is by now trite law that in motion proceedings the deponent's authority should be challenged by wat of Rule 7 of the Uniform Rules of Court. This was not done.

[37] In annex "NTM 2" impellers challenges the 7-day notice period to remedy the breach as unreasonable and failing to meet the exigencies of commercial reality and business. It also complains that:

"2.1.3 Furthermore, in terms of clause 30.2 our clients may be required to reinstate the premises to the condition in which they were at the date of original occupation, and our clients will be obliged to dismantle all interior building work and or alterations effected within the premises and make good any damage caused thereby and by its removal.

2.1.4. Considering this clause 30.2 makes the eviction notice unreasonable as it fails to provide our clients with a reasonable time to effect these alteration on the premises.

2.1.5. The eviction notice is further against public policy as it fails to allow our clients reasonable time to find suitable premises to relocate its business. Our clients currently employ a significant number of staff, people whose jobs are affected, and our client has occupied the premises for several years and has created a strong clientele in the area.

2.1.6. The common law principles applicable to the termination of periodic leases is that, prior to termination of such a lease, the landlord must take into account the economic circumstances of the lessee as well as the industry in which the leasee operates . Therefore, a reasonable termination of the lease should, at the least, be six months which would give the Tenant reasonable time required to settle its affairs and find alternative space.

2.1.7. Your client further created the impression to our client that it was willing to negotiate a part payment because on 30 August when the revised notice was sent to our clients, a separate email was also sent to negotiate a part payment to this effect. This reassured or clients into believing that your client was considering payment *proposal our clients sent on 27 August 2024 and that they do not have to find alternative premises.*

2.2. Furthermore, your client's conduct of disconnecting our client's electricity is in breach of the lease agreement for the following reasons.

2.2.1. Clause 8.4 of the lease agreement states that: "without detracting from anything else provided for in this lease, where any electricity, gas, water, refuse removal or sanitary services is/are rendered by the Landlord to the Tenant, the Tenant agrees, and consents, to the Landlord acquiring and possessing all rights vis-à-vis the Tenant which the relevant Local Authority or other competent authority possess against the Landlord in respect thereof or would have possessed against the Tenant had such electricity, gas water refuse removal or sanitary services been rendered directly by such relevant local authority or other competent authority to the Tenant."

2.2.2. In terms of this clause your client is entitled to act as our client's "local authority" with regards to the electricity in the premises. In terms of the Ekurhuleni Electricity supply by-kg "The City shall have the right, after giving 14 (fourteen) business days' written notice to the owner and/or occupier and/or consumer and/or affected party, to disconnect the supply of electricity-" (electrical energy) to any premises if: - the person liable to pay for the supply, fails to pay any amount due to the City in connection with any supply of municipal services which he may at any time have received from the City in respect of the premises and/or any amounts due to the City as per the City's policy or by-laws dealing with debt collection and credit control".

2.2.3. As such, your client's disconnection of the electricity supply after only 7 days' notice is a contravention of the lease agreement. Our client is, therefore, entitled to claim damages for loss of income due to your unlawful and deliberate interruption supply of electricity to their premises, and intends to claim such damages at arbitration and further a declaratory order that the disconnection was unlawful and your client to refrain from such disconnection in future till the dispute has been resolved.

3. Further, our clients dispute your client's right to cancel the lease agreement and takes the position that such purported cancellation constitutes a repudiation of the lease agreement. Our clients hereby reject your client's repudiation of the Agreement and demands that your client complies with the provisions of the lease agreement. Furthermore, our client strictly reserve all their rights in this regard.

4 In light of the above, there exists two arbitrable matters pertaining to the Agreement. First, the interpretation of the Electricity Clause. Second is the issue as to whether or not your client unlawfully terminated the Agreement.

5. Given the arbitrable nature of the disputes between our respective clients, this letter serves as the written notices for arbitration in terms of clause 48.10 of the Agreement.

6 Additionally, and in accordance with 49.4 of the lease agreement, our clients shall remain in lawful occupation of the premises pending the settlement of the arbitration and shall continue to pay monthly rentals in terms of the lease agreement."

[38] Wadeville replied to the aforesaid suggesting that Impellers is clutching at straws. On its own version it cannot pay the outstanding amount. Wadeville also contends that the services issue is the subject matter of another case. In my view Impellers' attorney's suggestion that its client remains in possession pending the arbitration while it pays the rent rings hollow and at the hearing of the matter no proof was forthcoming that the arrears in rent or electricity were paid or that any new arrangement had been arrived at.

[39] I was informed that the reference to Arbitration took place and at the time the matter was heard the Arbitration was postponed indefinitely on certain conditions.

[40] There is thus no prospect of the disputed issues being resolved in arbitration and in any event clause 48.9.2 of the lease permits this court the right to evict Impellers upon proper termination of the lease.

The Arbitration cannot prevent this. It can at best provide Impellers with damages should it succeed.

[41] The 7 day -period is in my view standard in commercial leases and by now Impellers had ample time to rectify the position or to vacate the premises.

[42] As stated above by the time this judgment is being delivered Impellers can no longer be entitled to remain on the premises and claim an extended period for an orderly removal of its business preventing its demise a going concern. At the time the matter was heard it was already for all practical purposes a "gone concern" otherwise its attorneys of record would have tendered the arrear rent and other charges in *"klinkende munt*" so as to bolster its rights to remain in possession pending the finalisation of the arbitration.

[43] In the circumstances I am of the view that Wadeville was entitled to an eviction order as of 30 September 2025 with costs – such costs to include the costs of counsel on the attorney and client scale. Impellers have had ample time to arrange its affairs and by now require no further extension so as to vacate the premises and perform its obligations to make good. If it has not yet done so it only has itself to blame.

[44] Hence I make the following order:

1. The Respondent and all those holding title under it at the property situated at ERF 7[…], Wadeville, more fully described as 1[…] I[…] Road, Wadeville and held by title deed number T3[…] ("the property"), is hereby ordered.to vacate the property and restore possession to the Applicant forthwith..

2. In the event that the Respondent and all those holding title under it fail to comply with 1 above, the Sheriff of this Court or his lawful deputy is ordered and authorised to evict the Respondent and all those holding title under it from the property;

3. The Respondent is ordered to pay the costs of this application on an attorney and client scale including costs of counsel.

S VAN NIEUWENHUIZEN AJ
ACTING JUDGE OF THE HIGH COURT

Date of hearing: 25 November 2025

Date of judgment: 25 February 2026

Representation for plaintiff

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