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

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

DATE SIGNATURE

CASE NO: 2024-106528

In the matter between:

P[…], L[…] M[…] Applicant

and

P[…], M[…] G[…] M[…] Respondent

This judgment is handed down electronically by circulation to the applicant's legal representatives and the respondent's legal representatives by email and by publication on Case Lines. The date for the handing down is deemed 16 APRIL 2026.

JUDGMENT

LANGE, AJ

Introduction

[1] This is an opposed application in which the applicant seeks an order declaring the Respondent to be in contempt of a court order and the committal of the

Respondent to imprisonment, which committal is to be suspended on condition that the Respondent pays the arrears in terms of the consent order and continues to comply with the terms of the consent order.

[2] On 26 May 2025, pursuant to the present application for the committal of the Respondent to imprisonment for being in contempt of two orders granted by this Honourable Court in terms of Rule 43 and 43(6) respectively, the Respondent made a proposal (during the hearing of the application) to pay a reduced amount of R1 000 000.00 (One Million Rand) in respect of the arrear interim maintenance and contribution towards costs which was due to the Applicant in terms of the two orders previously mentioned, which proposal was accepted by the Applicant. Dlamini J granted an order by consent ("the consent order") as follows:

a. for the payment of R1 000 000.00 (One million Rand) in instalments in the terms proposed by the Respondent; and

b. the Applicant was authorised to approach this Honourable Court on supplemented papers for the committal of the Respondent to imprisonment in the event of the Respondent defaulting on any of the instalments.

Common Cause Facts

[3] The parties are involved in a bitter litigated divorce, which was instituted by the applicant in 2019, and which proceedings are still pending in this court.

[4] During or about July 2021, the applicant brought an application in terms of Rule 43 against the respondent, which application the respondent opposed, pursuant to which an order was granted in her favour against the respondent on 20 September 2021 to the effect that *inter alia* the Respondent had to pay maintenance *pendente lite* to the Applicant in the amount of R37 000.00 (thirty seven thousand rand) per month.

[5] The Respondent made payment of this amount from September 2021 until June 2023, when he unilaterally stopped making the payments to the Applicant.

[6] On 23 July 2023 the respondent brought an application in terms of Rule 43(6) against the applicant, which application the applicant opposed, in which the

respondent sought an order reducing his maintenance obligations to R20 676.21 per month. The applicant launched a counter application for a contribution to her legal fees. On 31 May 2024, an order was granted in the Rule 43(6) application by Malindi J, in terms whereof*:*

a. the Respondent's application in terms of Rule 43(6) was dismissed with costs on the attorney and client scale, including costs of counsel on scale B;

b. the Respondent was directed to pay a contribution towards the applicant's costs of the divorce action in the sum of R484 000,00.

[7] It is common cause that the respondent was aware of the two orders and that as at the date of institution of the current application by the Applicant

a. the Respondent was in arrears with his maintenance payments in the sum of R555 000,00 (five hundred and fifty-five thousand rand) in that

   i. In June 2023, he paid an amount of R30 000,00 instead of R37 000,00, in consequence whereof he is in arrears in the amount of R7 000,00 for the month of June 2023.

   ii. Since July 2023, the Respondent had failed to make any payment of interim maintenance to the Applicant.

b. the Respondent had failed to pay the contribution towards the applicant's legal costs of R484 000,00 in terms of the Rule 43(6) order.

[8] As stated above, on 26 May 2025, Dlamini J granted an order by consent ("the consent order") as follows:

a. for the payment of R1 000 000.00 (One million Rand) in instalments in the terms proposed by the Respondent;

b. for the payment of interim maintenance as set out in the Rule 43 order, namely in the amount of R37 000.00 (thirty-seven thousand rand) per month, and

c. the Applicant was authorised to approach this Honourable Court on supplemented papers for the committal of the Respondent to imprisonment in the event of the Respondent defaulting on any of the instalments.

[9] The Respondent was ordered to pay the said sum of R1 000 000,00 (One million rand) as follows:

a. R50 000,00 (fifty-thousand rand) on or before 30 June 2025;

b. R200 000,00 (two hundred thousand rand) on or before 21 August 2025;

c. R550 000,00 (five hundred and fifty thousand rand) on or before 25 November 2025;

d. R150 000,00 (one hundred and fifty thousand rand) on or before 15 December 2025;

e. R50 000,00 (fifty thousand rand) on or before 15 January 2025

However, he had not made any of these payments at the date of institution of the present proceedings ("the supplementary application"), notwithstanding the fact that he had tendered this schedule of payments.

[10] The Respondent paid R37 000.00 (thirty-seven thousand rand) to the Applicant in June 2025 and July 2025 but has failed to make any further payments to the applicant in accordance with the order.

[11] The applicant filed a supplementary notice of motion, and both parties filed supplementary affidavits, and the matter was argued before me on 12 March 2026. The Respondent also sought leave to file two further supplementary affidavits; the applicant's legal representatives did not oppose the filing thereof and I granted consent to the filing thereof.

[12] At the hearing of the matter, counsel for the Respondent handed up a sealed envelope of documents which the Respondent had instructed him to provide to the Court and the Applicant's legal representatives which the Respondent claimed were confidential. Counsel for the Respondent told the court that the Respondent had instructed him to request the return of the documents due to

their highly sensitive nature. After perusing the documents, I gave a directive that the documents were directly relevant to the proceedings and needed to form part of the court record and as such the Respondent was directed to upload them onto CaseLines. I did not see anything in the documents that warranted the high drama created by the Respondent.

Applicable law and analysis

[13] Argument on the matter centred around whether or not the Respondent's failure to adhere to the terms of the consent order was mala fide or not. It was accepted that the Respondent was aware of the orders and that he had failed to make payment in terms of the various orders.

[14] It is trite law that civil contempt is the wilful and mala fide refusal to comply with an order ad factum praestandum (an order calling upon a party to perform an act/do something). An order for payment of maintenance and a contribution towards costs of a pending divorce action which falls within the duty of support between spouses is both a judgment ad factum praestandum; and ad pecuniam solvendam (to pay an amount of money)[1].

[15] The Supreme Court of Appeal set out the elements which an applicant is required to demonstrate to succeed in establishing that a respondent is in contempt of court[2], namely:

"*It is trite that an applicant who alleges contempt of court must establish that:*
(a) an order was granted against the alleged contemnor;
(b) the alleged contemnor was served with the order or had knowledge of it; and
(c) the alleged contemnor failed to comply with the order.
Once these elements are established, wilfulness and mala fides are presumed, and the respondent bears an evidentiary burden to establish a reasonable doubt. Should the respondent fail to discharge this burden, contempt will have been established."

[1] Jeanes v Jeanes and Another 1977 (2) SA 703 (W) at 706
[2] in Snowy Owl Properties 284 (Pty) Limited v Celliers & another [2023] ZASCA (31 March 2023) at para 22

[16] The Constitutional Court in *Pheko and Others v Ekurhuleni Metropolitan Municipality (No 2)* stated:

"*The rule of law, a foundational value of the Constitution, requires that the dignity and authority of the courts be upheld. This is crucial, as the capacity of the courts to carry out their functions depends upon it. As the Constitution commands, orders and decisions issued by a court bind all persons to whom and organs of state to which they apply, and no person or organ of state may interfere, in any manner, with the functioning of the courts. It follows from this that disobedience towards court orders or decisions risks rendering our courts impotent and judicial authority a mere mockery. The effectiveness of court orders or decisions is substantially determined by the assurance that they will be enforced. Courts have the power to ensure that their decisions or orders are complied with by all and sundry, including organs of state. In doing so, courts are not only giving effect to the rights of the successful litigant but also and more importantly, by acting as guardians of the Constitution asserting their authority in the public interest*..."[3]

[17] In *Fakie N O v CCII Systems (Pty) Ltd*, the Supreme Court of Appeal held that in civil proceedings, for an application for contempt to succeed, an applicant must prove the requisites **beyond reasonable doubt** (my emphasis).[4]

[18] In Pheko and Others v Ekurhuleni City the Constitutional Court held that wilful disobedience of a court order *"is both contemptuous and a criminal offence. The object of contempt proceedings is to impose a penalty that will vindicate the court's honour, consequent upon the disregard of its previous order, as well as to compel performance in accordance with the previous order".*[5]

[19] In support of her contention that the respondent's failure to adhere to the terms of the consent order or indeed the Rule 43 order, the applicant alleges that the Respondent is a businessman and a director and/or a shareholder and/or member of *inter alia*:

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[3] *Pheko and Others v Ekurhuleni Metropolitan Municipality (No 2)* [2015] ZACC 10; 2015 (5) SA 600 (CC); 2015 (6) BCLR 711 (CC) paras 1-2.

[4] *Fakie N O v CCII Systems (Pty) Ltd* [2006] ZASCA 52; 2006 (4) SA 326 (SCA) para 42

[5] Ibid at paragraph [28]

a. I[…] P[…] (Pty) Limited, the registered owner of a commercial property situated at 1[…] R[…] Road, where S[…] I[…] conducts a business of selling ice;

b. F[...] CC:

   i. which sold a business to V[…] A[…] (Pty) Ltd ("V[…]") in June 2020 for R17 000 000.00 (seventeen million rand), which amount has been paid to F[...] CC on a date which the Respondent has failed to disclose;

   ii. which sold two properties for the sum of R15 000 000.00 (fifteen million rand).

[20] The Applicant in her supplementary founding affidavit, alleges that the respondent omitted to disclose the sale of the said properties. In his answering affidavit the Respondent simply notes the allegation relating to the sale of these properties but does not take the court into his confidence as to what happened to the proceeds of the sale or why he did not disclose the sale of these properties.

[21] The respondent in his sworn reply in the Rule 43 application in July 2021 stated that F[...] CC owed him R4 200 000,00 (four million two-hundred thousand rand) and he was drawing R55 000,00 (fifty-five thousand rand) per month from F[...] CC depending on its cash flow; and in the FDF completed by him in November 2023, stated that F[...] CC allegedly owed him R6 545 500,00 (six million five-hundred and forty-five thousand five hundred rand). No explanation is given by him as to why his loan to F[...] CC increased by over two million rand during the period when he was not complying with the Rule 43 order allegedly due to the unaffordability of the order.

[22] The respondent does not deny that although the Applicant is a shareholder of I[…] P[…] (Pty) Limited, she derives no income from this company, as the Respondent conducts its business affairs to her exclusion and has changed the passwords and pin numbers of its bank accounts to prevent her from gaining access thereto.

[23] The applicant alleges that the respondent is living a lavish lifestyle whilst refusing to adhere to the terms of the consent order or indeed the Rule 43 order. The Respondent simply responds to state that the allegations cannot be dealt with on affidavit and must be referred to oral evidence. No reason is given by the respondent for this stance and with respect, it simply does not hold up to scrutiny. The applicant sets out the reasons for her assertion, which are capable of being dealt with on affidavit.

[24] The respondent in explanation for his failure to adhere to the terms of the consent order states that at the time that the order was made, he was of the view that he could pay the amounts tendered as he was expecting payment from one T[...] P[...] in respect of monies due to him but that he was "misled" by the company and these funds were never paid to him and therefore he could not honour the terms of the court order. It is this transaction that then forms the basis of the further supplementary affidavit filed by the respondent, the annexures to which were handed up on the date of the hearing of the matter, and which are referred to hereinabove.

[25] I pause to mention that the respondent filed no less than three affidavits; he filed his supplementary answering affidavit on 10 November 2025, an additional supplementary answering affidavit on 6 February 2026, and a second additional answering affidavit on 7 March 2026. The additional supplementary answering affidavit is deposed to by the respondent in order to place before the court "highly confidential" documents in support of his contention in the supplementary answering affidavit regarding T[...] P[...] and the sole purpose of the second additional answering affidavit is to place before this court proof that Fintron is in voluntary liquidation. The importance of this is that in her heads of argument, which were filed in December 2025, counsel for the applicant points out that the allegations made by the respondent in his supplementary answering affidavit with regard to T[...] P[...] are not dealt with in sufficient detail and there is information missing from the affidavit relating to the entity, and further that it is not supported by any proof of the alleged transaction which is the cause of the respondent's failure to adhere to the terms of the consent order. As the respondent's additional supplementary answering affidavit was

filed on 6 February 2026, it would seem that this was an attempt by the respondent to remedy the deficiencies in his supplementary answering affidavit. I deemed it appropriate however to allow the filing of the further affidavits as the information provided was directly relevant to the issues in this application.

[26] Counsel for the applicant indicated that they had no issue with the admission of the two further supplementary affidavits however this is not a satisfactory manner in which to litigate- the answering affidavit should have contained all the information set out in the two supplementary affidavits, which information was already in the respondent's possession at the date he deposed to his supplementary answering affidavit – Fintron was already in liquidation from July 2025 and the T[...] P[...] deal fell through in July 2025; the explanation tendered by the respondent is that Mr Kunene was not in Johannesburg at the time he deposed to his answering affidavit and did not initially want to get involved however the Respondent could, and should, have taken this court into his confidence by saying as much in his supplementary answering affidavit.

[27] The main thrust of the respondent's defence is that he did not act mala fide in not adhering to the terms of the consent order or the Rule 43 order as he was not in a financial position to do so as a result of issues with S[…] I[..], the fact that Fincon was placed into voluntary sequestration and the fact that he was not paid the funds he was expecting from T[...] P[...]. I will deal with the T[...] P[...] issue shortly however what is apposite to note is that when I asked counsel for the respondent at the hearing of the matter to point me to where in the three answering affidavits file by the respondent, the respondent shows any attempt to advise the applicant of his alleged change in circumstances, he conceded that this is not contained in any of the affidavits. He further conceded that the respondent has failed to explain, why, when he allegedly found out that the T[...] P[...] deal was not going to materialise in or about July 2025, he took no steps to deal with his breach of the court order.

[28] It is clear to this court that the respondent has adopted a "catch me if you can" approach; on his own version he was aware as early as July 2025 that he would allegedly not be in a position to comply with the terms of the court order and yet he sits back and does nothing. When the applicant then files her

supplementary notice of motion and supplementary founding affidavit, the respondent's response is wholly insufficient in that he fails to provide sufficient proof of the alleged reasons for his inability to comply with the order. The respondent seems to take the attitude that this court should absolve him of his responsibility just because he says that he cannot comply. There is a complete lack of transparency in his affidavit as to his actual financial situation, what, if any, attempts he has made to meet his obligations in terms of the consent order and he merely asks that the application be dismissed with costs.

[29] As counsel for the applicant so succinctly states in her heads of argument, in his answering affidavit to the supplementary founding affidavit (which was delivered on 1 December 2025), the Respondent made the vague and unsubstantiated allegation that he is allegedly unable to comply with the consent order, in that on 26 May 2025 when he agreed to the consent order:

a. he allegedly had a source of income (which source of income he had failed to disclose previously) namely he was "involved with Tshwane Petroleum." However, the Respondent has failed to:

    i. identify Tshwane Petroleum or to furnish its address;

    ii. furnish details of the nature his alleged "involvement" with Tshwane Petroleum;

    iii. state whether the agreement between him and Tshwane Petroleum is oral or in writing and if in writing, to annex a copy thereof to his affidavit;

    iv. allege who represented him and who represented Tshwane Petroleum in entering into their agreement;

    v. furnish the date on which he entered into an agreement with Tshwane Petroleum;

    vi. furnish the terms of the agreement between him and Tshwane Petroleum, the amount owed to him by Tshwane Petroleum, the date upon which payment was due and payable by Tshwane Petroleum to the Respondent or the amount payable by Tshwane Petroleum to the Respondent;

vii. obtain an affidavit from a representative of Tshwane Petroleum confirming that it is indebted to him but has been unable to pay him.

b. Tshwane Petroleum "expected income from another [unidentified] entity which went into liquidation." In addition to the fact that the Respondent has failed to take this Honourable Court into his confidence, as he has failed to identify the entity which was allegedly indebted to Tshwane Petroleum, nor has he furnished proof that the unidentified entity is indebted to Tshwane Petroleum or that Tshwane Petroleum is indebted to the Respondent, the allegation pertaining to the unidentified entity constitutes inadmissible, hearsay evidence and should accordingly be disregarded.

[30] I turn now to consider the documents handed up by counsel for the respondent. These were:

a. A wholesale license certificate issued to T[...] P[...] (company registration number 2017/661433/07);

b. An affidavit of indebtedness between T[...] P[...] (company registration number 2016/234705/07) and the respondent signed by Mr Kunene as the chairperson of the board of T[...] P[...] acknowledging that T[...] P[...] is indebted to the respondent in the amount of R5 457 000.00 (five million four-hundred and fifty-seven thousand rand). Mr Kunene deposed to a confirmatory affidavit to the respondent's February 2026 additional supplementary answering affidavit;

c. A non-disclosure and non-compete agreement entered into between the respondent and T[...] P[...]

d. Share certificate which states that the respondent holds 50% of the issued shares in T[...] P[...] (company registration number 2016/234705/07)

e. A formal notice of material impairment dated 23 June 2025 addressed to the shareholders of T[...] P[...] (the respondent holds 50% shareholding in the company) by the board of directors of T[...] P[...] which states that the company's legal representative had concluded that the debt of R11 000 000.00 (eleven million rand) owed to them by Kenenao Petroleum (Pty) Ltd with Registration Number: K2015/406932 was not recoverable and should be written off the financial statements for the 2024/2025 financial year.

[31] There are some fundamental issues with these documents:

a. Firstly, the company registration numbers on the share certificate and affidavit of indebtedness differ to the company registration number of the license certificate issued by the Department of mineral resources and energy.

b. Secondly, the formal notice of material impairment, which is dated 23 June 2025 states that the loan advanced by T[...] P[...] (no date is given for the alleged transaction) to Kenenao Petroleum (Pty) Ltd, is non recoverable but the affidavit of indebtedness, which is dated 18 July 2025, signed by the respondent, refers to repayment of the loan advanced to T[...] P[...] by the respondent on payment to T[...] P[...] of the funds due from Kenenao. It is nonsensical for the respondent and T[...] P[...] to agree to payment terms contingent on an event which all parties know is not going to materialise.

c. Thirdly the formal notice of material impairment states that T[...] P[...] remains able to pay its debts as they become due in the ordinary course of business and the company's assets fairly valued exceed its liabilities fairly valued. No explanation is given as to why then the affidavit of indebtedness ties the repayment of the respondent's loan to T[...] P[...] to the repayment by Kenenao of their debt to T[...] P[...], which is never going to happen, rather than setting out clear terms of repayment.

d. Fourthly, from the structure of the affidavit of indebtedness, it is clear that the loan made by the respondent to T[...] P[...] was a shareholder's loan, but no details of the loan itself are provided and this court has no details as to the timing of the loan or the reason therefore.

[32] Counsel for the respondent submitted that the court could only test the allegation of mala fides if the respondent was given an opportunity to give oral evidence as there was a genuine dispute of fact in the papers. Having regard to the papers, the dispute of fact, if there is one, which I do not accept, arises due to the respondent's failure to deal comprehensively with the applicant's allegations. He deals with the allegations in a very perfunctory manner and fails to provide any objective proof for any of his denials; for example, when the applicant alleges that the respondent is living a lavish lifestyle, he answers with a bare denial and the statement that the issue must be referred to oral evidence. These allegations however could, and should, be dealt with on affidavit with confirmatory affidavits and independent evidence.

[33] In ***Whitman trading as JW Construction v Headfour (Pty) Ltd and Another***[6]***,*** purported disputes of fact were raised by the Respondent and the Court held that a real genuine and bona fide dispute of fact can exist only where the court is satisfied that the party who purports to raise the dispute has in his affidavit <u>seriously and unambiguously</u> addressed the fact said to be disputed.[7] The Court further held that when the facts averred are such that the disputing party must necessarily possess knowledge of them and be able to provide an answer (or countervailing evidence) if they be not true or accurate but, instead of doing so, rests his case on a bare or ambiguous denial, the Court will generally have difficulty in finding that the test is satisfied.

[34] In the current application, the respondent's version lacks sufficient particularity to prove that a dispute of fact exists; furthermore, his evidence in fact supports the applicant's contention that he deliberately refused to comply with the consent order. On his own version he was aware as early as June 2025 that T[...] P[...] would not be in a position to pay him the funds on which he had allegedly relied to satisfy the consent order, but he took no further steps to remedy the situation or even bring it to the applicant's attention. The

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[6] 2008 (3) SA 371 (SCA).

[7] See par [13]

respondent also does not state if he took any steps to realise any other funds; he readily admits to having advanced considerable loans to companies which appear to be unsecured and not recoverable but does not adequately set out why he prioritised these loans over satisfying the terms of the court orders ordered against him.

[35] The respondent has therefore failed to establish reasonable doubt that his non-compliance with the consent order is mala fide. On the Respondent's own version, he intentionally failed to pay maintenance to the Applicant since June 2023 in that:

a. he lent a further amount of money of R2 345 500,00 (two million three-hundred-and forty-five thousand five hundred rand) to F[...] CC between July 2021 and November 2023, yet he failed to comply with the Rule 43 order from June 2023;

b. he caused F[...] CC to lend money to Khumhold instead of causing it to repay the loan amount due to him, to enable him to comply with the Rule 43 and 43(6) orders;

c. he has been able to effect maintenance, repairs and renovations and acquire furniture for the former matrimonial home where he resides;

d. he was able to borrow money to pay his own expenses but did not borrow money to comply with the Rule 43 and 43(6) orders;

e. the payment terms of the consent order comprised the offer made by him, yet he failed to comply with the consent order;

f. sometime between August 2022 and July 2025 the respondent loaned T[...] P[...] R6 000 000.00 (six million rand) and was repaid R543 000.00 (five hundred and forty-three thousand rand), as evidenced by the affidavit of indebtedness he provided, but he failed to abide by the terms of the various court orders in place at the time. He also fails to take this court into his confidence as to the timing of these transactions.

[36] From the respondent's own version, it is clear that he acted deliberately and in this court's view, mala fide in his failure to comply with the terms of the court orders and he is therefore in contempt of the court orders.

Costs

[37] The Applicant sought an order that the costs of this application be granted in her favour on the attorney client scale. She does not specify which schedule should be applied.

[38] Whilst in the supplementary answering affidavit the respondent prays for the matter to be dismissed with costs, at the hearing of the matter counsel for the respondent however argued that the matter should be dismissed and no order made as to the costs of the application.

[39] The respondent's conduct is so egregious that in my view it warrants a punitive costs order and as such, the respondent will pay the costs of the application on the attorney client scale.

Order

[40] For the reasons set out above, I make the following order:

IT IS ORDERED THAT: -

1. The Respondent is declared to be in contempt of the order granted by consent by the above Honourable Court on 26 May 2025, a copy whereof is annexed to the Applicant's supplementary founding affidavit, marked "SP1";

2. The Respondent is directed to pay forthwith the arrear maintenance and contribution towards the Applicant's costs due and payable to the Applicant under the court order, Annexure "SP1" annexed hereto, namely:

   2.1. R50 000,00 which was due and payable on or before 30 June 2025;

2.2. Interest on the aforesaid amount of R50 000,00 at the prescribed rate of interest *a tempore morae*, being 10,75% per annum from 1 July 2025 to date of payment;

2.3. R200 000,00 which was due and payable on or before 21 August 2025;

2.4. Interest on the aforesaid amount of R200 000,00 at the prescribed rate of interest *a tempore morae*, being 10,75% per annum from 22 August 2025 to date of payment;

2.5. R500 000,00 which was due and payable on or before 25 November 2025;

2.6. Interest on the aforesaid amount of R500 000,00 at the prescribed rate of interest *a tempore morae*, being 10,5% per annum from 26 November 2025 to date of payment;

2.7. R150 000,00 which was due and payable on or before 15 December 2025;

2.8. Interest on the aforesaid amount of R150 000,00 at the prescribed rate of interest *a tempore morae*, being 10,5% per annum from 16 December 2025 to date of payment;

2.9. R50 000,00 which was due and payable on or before 15 January 2026;

2.10. Interest on the aforesaid amount of R50 000,00 at the prescribed rate of interest *a tempore morae*, being 10,5% per annum from 16 January 2026 to date of payment;

2.11. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 August 2025;

2.12. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,75% per annum from 8 August 2025 to date of payment;

2.13. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 September 2025;

2.14. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,75% per annum from 8 September 2025 to date of payment;

2.15. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 October 2025;

2.16. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,75% per annum from 8 October 2025 to date of payment;

2.17. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 November 2025;

2.18. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,5% per annum from 8 November 2025 to date of payment;

2.19. R550 000,00 which was due and payable on or before 25 November 2025;

2.20. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 December 2025;

2.21. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,5% per annum from 8 December 2025 to date of payment;

2.22. R150 000,00 which was due and payable on or before 15 December 2025;

2.23. Interest on the aforesaid amount of R150 000,00 at the prescribed rate of interest *a tempore morae*, being 10,5% per annum from 16 December 2025 to date of payment;

2.24. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 January 2026;

2.25. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,5% per annum from 8 January 2026 to date of payment;

2.26. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 February 2026;

2.27. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,5% per annum from 8 February 2026 to date of payment;

2.28. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 March 2026;

2.29. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,25% per annum from 8 March 2026 to date of payment;

2.30. R37 000,00 in respect of maintenance *pendente lite* which was due and payable on 7 April 2026; and

2.31. Interest on the aforesaid amount of R37 000,00 at the prescribed rate of interest *a tempore morae*, being 10,25% per annum from 8 March 2026 to date of payment.

3. The Applicant's attorney of record shall, within five court days of the date of

this order, prepare a reconciliation of the total amount due to her and send it to the Respondent's attorney of record and/or the Respondent himself by way of e-mail.

4. The Respondent shall have seven court days within which to make payment in full to the Applicant of the amount due to her. Should the Respondent fail to make payment as aforesaid, he shall be committed to imprisonment for a period of 30 (thirty) days.

5. The payments referred to in paragraph 2 above are to be paid into the trust account of the Applicant's attorneys of record, namely Houghton Harper Inc, Nedbank Trust Account, Account No. 1[…], Branch: W[…], Branch Code: 1[…], payment reference P[…];

6. The Respondent is committed to imprisonment for a period of 30 days, which committal will be suspended until the date of the granting of a decree of divorce between the parties on condition that the Respondent complies with:
   6.1. paragraph 2 above; and
   6.2. the court orders annexure:
      6.2.1. "LP1" to the founding affidavit; and
      6.2.2. "SP1" to the supplementary founding affidavit;

7. In the event of the Respondent failing to comply with paragraph 2 above, the sheriff is authorised and directed to arrest the Respondent and to deliver him to the relevant authorities to serve the aforesaid period of imprisonment;

8. The Respondent shall pay costs of the application on the attorney and client scale as per Scale C.

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R LANGE

ACTING JUDGE OF THE HIGH COURT

GAUTENG DIVISION, JOHANNESBURG

For the applicant:	For the respondent: -
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