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**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

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

19 March 2026

Date

K. La M Manamela

CASE NO: 2026-036343

In the matter between:

HUHSLECAP (PTY) LTD

Applicant

and

LE-CHABILE BRIC MANUFACTURING CC

First Respondent

CAPITEC BANK LIMITED

Second Respondent

DATE OF JUDGMENT: This judgment is issued by the Judge whose name is reflected herein and is submitted electronically to the parties/their legal representatives by email. The judgment is further uploaded to the electronic file of this matter on CaseLines by the Judge's secretary. The date of the judgment is deemed to be 19 March 2026.

JUDGMENT

Manamela, J
Introduction

[1] The applicant, a private company called Huhslecap, approached this Court on an extremely urgent basis seeking an interdict against the first respondent, Le-Chabile Bric

Manufacturing CC (conveniently referred to as ‘the respondent’), to do with a terminated mandate or authority to access the banking profile and transact on the respondent’s bank account held with the second respondent, Capitec Bank Limited (‘the Bank’). The Bank is not taking part in this application, which is only opposed by the respondent.

[2] The applicant describes itself as a trade-based funding platform providing purchase order funding and invoice discounting to micro, small and medium enterprises. The applicant says it provided such funding to the respondent and that the respondent hasn’t kept up with the repayment terms of their agreement. The respondent is described as a close corporation conducting business in the manufacture of bricks, concrete lintels and other material relevant to construction.

[3] Until early February this year, the chief executive officer (‘CEO’) of the applicant, Ms Whitney Setshedi (‘Ms Setshedi’), was authorised to access and had powers to transact on the online banking profile relating to the respondent’s bank account held with the Bank (‘Bank Account’). Her access was removed on 3 February 2026 at the instance of the respondent. This was after the respondent had found out about a transfer of an amount of R680 000 on 13 January 2026 from the Bank Account without its knowledge, effected by a functionary of the applicant.

[4] The applicant, in terms of this application seeks to restore the mandate of or access by its representative to the Bank Account. The Court is, further, requested to direct the Bank to place a hold on all transactions on the Bank Account in order to prevent the respondent’s functionaries from transacting on the Bank Account. In other words, the Bank is not to be only directed to restore the *status quo* (i.e. the restoration of Ms Setshedi’s authority to access and authority to transact on the Bank Account), but to also freeze the Bank Account. The applicant considers the relief sought to be temporary or in the interim, but it does not state

whether the relief sought is subject to some future event or litigation and, thus, the relief appears to be final in effect.¹ But it is common cause between the parties that this application was precipitated by the removal of Ms Setshedi of the applicant from the profile to the Bank Account.

[5] The extremely urgent application came before me – through a virtual link - on 25 February 2026. Ms I Vorster appeared for the applicant and Ms K Motholo appeared for the respondent (i.e. Le-Chabile Bric Manufacturing). The Bank, as stated above, is not formally taking part in these proceedings. I reserved this judgment after listening to oral submissions on behalf of the applicant and the respondent. The judgment also benefitted from written submissions by the legal representatives, for which I am grateful.

Applicant's case (and submissions)

[6] The crux of this matter is the removal or suspension of the applicant's representative, Ms Setshedi, from accessing the respondent's Bank Account. The authority or powers was/were granted to the applicant by the respondent in terms of an agreement between the two parties concluded on 22 May 2025. In terms of the agreement the applicant is to provide funding of purchase orders and invoice discounting to the respondent for the latter's operational capital relating to construction projects of third-party customers of the respondent ('the Funding Agreement').

[7] The Funding Agreement is backed by the following security arrangements. First, the respondent would allow the applicant's representative signing powers or mandate on the Bank Account. And, secondly, the respondent would allow the appointment of a representative of the applicant as a director to the respondent's board of directors. These arrangements are to remain in place until the funding or loan provided in terms of the

¹ Pars [25]-[27] below, on the distinction between interim and final interdicts.

Funding Agreement had been settled in full by the respondent. The applicant says that an amount of R4 902 203 is still owing to it by the respondent in terms of the Funding Agreement. But the respondent has some misgivings about the accuracy of this amount.²

[8] The Funding Agreement and, thus, the project funding was initially meant to be for a period of four months, but was extended by over nine months. According to the applicant, the project(s) funded in terms of the Funding Agreement face(s) several challenges impeding completion. The applicant says that the project(s) lack(s) sufficient funds to cover costs, including an amount in excess of R3,1 million owing to the applicant by the respondent.

[9] Around 13 January 2026, an amount of R679 913. 86 was paid into the Bank Account. These funds were a refund for value added tax ('VAT') made by the South African Revenue Service ('SARS') to the respondent. It is common cause that a representative of the applicant immediately withdrew an amount of R680 000 from the same Bank Account, thus depleting the VAT refund. The applicant's case is that this is permitted by the terms of the Funding Agreement. The respondent, on the other hand, cites an oral agreement reached between the parties or their representatives, namely Ms Setshedi and Mr Tankiso Edward Nyai ('Mr Nyai'), the respondent's member, which it is to the effect that the VAT refund were to be deployed towards meeting the personal needs of Mr Nyai.

[10] The applicant did not refer to the transfer of the VAT Refund (i.e. R680 000), purportedly, as loan repayment. It premised the urgent application on future monies that were expected to be paid into the Bank Account which the applicant feared would be dissipated to the detriment of both the applicant's and respondent's commercial interests. Only after the respondent – in its answering affidavit – asserted that the suspension of Ms Setshedi's mandate was triggered by the transfer of R680 000 from the Bank Account, was the

² Par [14] below.

applicant forced to address the omission. This may amount to a material non-disclosure influential to the disposal of this matter. I will return to this aspect below.

[11] The applicant denies any wrongdoing regarding the withdrawal of R680 000 from the Bank Account. It says that it was entitled to withdraw the funds in terms of the Funding Agreement. This agreement, among others, entitles the applicant to withdraw monies in the Bank Account even if such monies are unrelated to the invoice (discounted) to settle the amount owing by the respondent. In fact, the respondent did not intend to use the monies paid into the Bank Account to repay the applicant which, it is submitted, is in breach of the terms of the Funding Agreement. Therefore, the suspension of the mandate of Ms Setshedi was purely an unjustified breach of the Funding Agreement warranting this urgent application for interdictory relief.

[12] Regarding urgency, the applicant's case and submissions include what is stated next. It was on 3 February 2026 that the applicant became aware of the removal of the mandate given to its representative Ms Setshedi to access the Bank Account. Ms Setshedi enquired with the Bank the very next day on 4 February 2026 as to the restoration of her mandate, but to no avail. The Bank's attitude was that she had no authority in this regard. After more than one week, on 13 February 2026, the applicant delivered a letter of demand to the respondent. It is explained that this was after attempts to amicably resolve the dispute with the respondent had failed. Obviously, it is through these attempts or engagements that the applicant would have become aware that the mandate was taken by the respondent in reaction to the appropriation of the VAT refund. The applicant did not say anything about this in its founding papers. Be that as it may the applicant, it is submitted, had clearly acted 'immediately and forcefully' in the protection of its rights. Obviously, I allowed the matter to

be fully argued past the issue of urgency into the merits. I will turn to the issue of urgency below.

[13] From both written and oral submissions on behalf of the applicant it was divulged that the Bank had already acted in accordance with the relief sought by the applicant in this matter. In other words, the Bank had restored Ms Setshedi's mandate and had placed a hold on the Bank Account to prevent anyone from the respondent to reverse the situation and remove Ms Setshedi's mandate once more. I enquired from Ms Vorster, appearing for the applicant, whether this conduct on the part of the Bank was proper or even lawful. I do not remember getting a clear answer. But the Bank's conduct - to the extent that it relied on a notice of motion in an application still to be decided by the Court – appears to be improper. Also, it may render the whole application moot.

[14] Against what appears above, it is submitted that the applicant would not obtain substantial redress in due course,³ as without access to the Bank Account the respondent would dissipate the funds in the Bank Account to meet its own obligations (or those of its member) to the detriment of the applicant causing the latter to suffer irreparable harm emanating from the respondent's inability to meet its obligations in the Funding Agreement. The relief sought by the applicant is warranted and the applicant has met the requirements for an interim interdict meant to preserve or restore the *status quo* pending the determination of the rights of the parties,⁴ it is further submitted. In the absence of an order granting the relief sought, imminent irreparable harm - reasonably apprehended – would befall the applicant. The applicant has its own obligations towards third-party 'internal investors' who had availed the project funding on-lent to the respondent. The applicant is without a viable alternative

³ *Mogalakwena Local Municipality v Provincial Executive Council, Limpopo and Others* (35248/14) [2014] ZAGPPHC 400; [2014] 4 All SA 67 (GP) (19 June 2014) [64].

⁴ *National Gambling Board v Premier, Kwazulu-Natal and Others* 2002 (2) SA 715 (CC) [49]; *Thabang v North West University and Another* (UM 27/2023) [2023] ZANWHC 42 (20 April 2023) [27].

remedy given that it is owed around R3,1 million by the respondent, without the benefit of any collateral or guarantee for repayment. It ought to be immediately mentioned that the respondent pointed out what is considered discrepancy in the debt said to be owed by it to the applicant. Two amounts, starkly different from each other, are mentioned in the founding affidavit (i.e. R4,696,498.87)⁵ and in the replying affidavit (i.e. R3,018,444).⁶

Respondent's case (and submissions)

[15] Ms K Motholo appeared for the respondent. Part of her submissions, together with some of the respondent's own statements, appear next, both geared towards the opposition of the relief sought in this application.

[16] The respondent, as already stated, says it was the transfer of R680 000 received as VAT refund from SARS which caused it to suspend Ms Setshedi's mandate or authority on the Bank Account. And that the transfer denoted that the applicant had reneged from an oral agreement reached by the parties, through the instrumentality of Ms Setshedi and Mr Nyai, that the VAT funds will be for Mr Nyai's private use. This, according to the respondent, is undisputed by the applicant, but only met with the assertion that the applicant exercised its discretion regarding the transfer. The applicant had made the respondent or its member to agree to the processing of the VAT refunds by a tax practitioner designated by the applicant for this task. The applicant or Ms Setshedi had made Mr Nyai or the respondent to hold the belief that the funds would be for Mr Nyai's private use, only to renege from this agreement and stealthily take the funds.

[17] Further, the respondent criticises the applicant for not being forthright in its approach to the Court. Material facts were omitted regarding what led to the suspension of Ms Setshedi's mandate or access to the Bank Account. The applicant wrongly created an

⁵ Founding Affidavit ('FA') par 6.5, CaseLines ('CL') 001-15.

⁶ Replying Affidavit ('RA') par 8.1, CL 005-8.

impression that the respondent, as a debtor was inclined to dissipate the funds expected in the future to the applicant's jeopardy. Also, when Ms Setshedi was probed by Mr Nyai regarding the transfer of the funds she stated that she did not know who had done the transfer and undertook to revert once she has investigated the issue. It was this response that had informed the respondent or Mr Nyai that the applicant was allowing other people than Ms Setshedi to access the Bank Account. This had never been disclosed to the respondent or its member prior to then. The respondent, it is also submitted, acted to secure the Bank Account against any risk posed by this conduct on the part of the applicant.

[18] Also, it is not just the applicant that benefitted from payments made to it from the bank account(s) by the respondent during the course of the Funding Agreement, but the respondent or its member did so too. The respondent or its member was allowed to withdraw funds from the bank account(s) for deployment on other business interests. The applicant or Ms Setshedi knew and agreed to this. The respondent was the party that brought these facts to the attention of the Court. And the applicant's attempt to build a different case in its reply should not be countenanced by the Court. The founding affidavit was silent on the following contentions, that: (a) the respondent's member insisted that he wanted to purchase a piece of property from the funds obtained; (b) other payments made to the applicant following the conclusion of the Funding Agreement, and (c) only included the so-called 'activity statement' – whose accuracy is denied by the respondent – in the reply, it is further submitted.

[19] Quite vehemently - it ought to be stated - the respondent views the essence of this matter as a betrayal of the trust of Mr Nyai, its member, by the applicant or Ms Setshedi, the CEO of the applicant. It was agreed that he would withdraw monies from the Bank Account from the VAT refund, only for the undertaking or agreement to be frustrated by the appropriation of the impugned monies when they landed in the Bank Account. There was no

malice on the part of the respondent or its member in suspending Ms Setshedi's mandate. The respondent simply acted out of concern and in a quest to secure the Bank Account. The applicant, on the other hand, is guilty of 'unclean hands' and the Court ought to mark its disapproval by non-suiting the applicant.⁷

[20] Regarding urgency, the respondent denied that the matter was urgent and argued that it ought to have been struck from the roll with costs. It is argued that the applicant has failed to set forth explicitly the circumstances which renders the matter urgent, and why it cannot be afforded substantial redress at a hearing in due course.⁸ The applicant simply did not accord with the trite principles governing urgency.⁹ Therefore, the requirements of Rule 6(12) of the Uniform Rules, the practice directives of this Court and the law were not met. The applicant's assertions as to imminent risk of irreparable harm were thwarted by the respondent. For any funds received as a VAT refund paid by SARS are not likely to be jeopardised through any dissipation, as the applicant's own tax practitioner has chosen to delay this, by not furnishing the necessary documents to SARS. This means that the applicant's own conduct contributed to the alleged urgency.

[21] Further, the applicant, having assumed the role of *dominus litis* (master of the suit/lawsuit),¹⁰ deliberately withheld vital facts from the Court in its founding papers to justify this frivolous urgent application.¹¹ This is the essence of the principle of good faith, a *sine qua non* (an indispensable condition)¹² of application proceedings.¹³ A litigant in the

⁷ *Villa Crop Protection (Pty) Ltd v Bayer Intellectual Property GMBH* 2024 (1) SA 331 (CC) [72] where in footnote 1 thereof the doctrine of 'unclean hands' is explained as concerning 'the honesty of a party's conduct [and that it] holds that where a party seeks to advance a claim that was obtained dishonestly or mala fide, that party should be precluded from persisting and enforcing such a claim'.

⁸ *East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Ltd and Others* (11/33767) [2012] ZAGPJHC 196 (23 September 2011) [6].

⁹ *Luna Meubel Vervaardigers (Edms) Bpk v Makin and Another (T/A Makin's Furniture Manufacturers)* 1977 (4) SA 135 (W) at 137.

¹⁰ VG Hiemstra and HL Gonin, *Trilingual Legal Dictionary* (3rd edn, Juta 1992).

¹¹ *The Reclamation Group (Pty) Ltd v Smit and Others* 2004 (1) SA 215 (SE) At 221-E-F.

¹² Hiemstra and Gonin, *Trilingual Legal Dictionary*.

shoes of the applicant ought to have placed all relevant facts predicated the application and relief sought before the Court and, this ought to be done in the founding affidavit and not in the replying affidavit.¹⁴ All these point to an abuse of the process of the Court, it is submitted on behalf of the respondent.

[22] On the other hand, it is further submitted, the remedy sought by the applicant is flawed and impractical. The so-called ‘interim’ relief is, in fact, a final interdict or final relief. And the restrictions sought to be imposed on the operation of the Bank Account are impractical and would deprive the respondent of funds released on completion of projects needed for its operations, such as payment of service providers and salaries. The relief is also disproportionate and against the interests of justice. For the agreement between the parties provides for the applicant to be a co-signatory on the Bank Account and not a total award of control of the Bank Account to the applicant, whilst the respondent is excluded.

[23] Be that as it may, the applicant has failed to meet the requirements for an interim interdict, it is submitted on behalf of the respondent. And, therefore, this frivolous application - brought in bad faith to simply frustrate and punish the respondent - ought to be visited upon by its dismissal with punitive costs.

Applicable legal principles (summarised)

[24] The application was focussed on the obtainment of an interim or temporary interdict, but upon closer scrutiny – I agree with counsel for the respondent that - the relief sought in the application had the hallmarks of a final interdict. The terms of the order sought were devoid of any traits of interim or temporary relief, but of relief final in effect.¹⁵ When I probed this with counsel for the applicant, the response did not provide much clarity.

¹³ *Cometal-Mometal S A R L v Corlana Enterprises (Pty) Ltd* 1981 (2) SA 412 (W) at 414DE.

¹⁴ *Bowman NO v De Souza Roldao* 1988 (4) SA 326 (T) at 327D–328A.

¹⁵ Pars [26]-[27] below.

Therefore, I thought it prudent to discuss below principles applicable to both temporary and final interdicts.

[25] Naturally, the requirements for interim or temporary interdicts and those for final interdicts are distinct. An applicant for a final interdict ought to satisfy three requisites that there exist: (a) a clear right on the part of the applicant; (b) an injury actually committed or reasonably apprehended, and (c) an absence of other satisfactory remedy to the applicant.¹⁶ On the other hand, the requirements to be met by an applicant for an interlocutory interdict are, that there is: (a) a *prima facie* (at first sight; on the face of it; at first blush)¹⁷ right; (b) a well-grounded apprehension of irreparable harm; (c) a balance of convenience favouring the granting of interim relief, and (d) the absence of other satisfactory remedy.¹⁸

[26] The following material extracted from the learned author of *Erasmus: Superior Court Practice* is instructive regarding what a final interdict entail:

A final interdict is one which is granted without (as a rule) any limitation as to time. It is granted in order to secure a permanent cessation of an unlawful course of conduct or state of affairs. It has been held that regard should be had to the substance rather than the form of the relief sought... In *Andalusite Resources (Pty) Ltd v Investec Bank Ltd* the applicant sought an interlocutory interdict to secure the release of monies in its bank account held with Investec Bank Ltd. The bank argued that, although the interdict was cast in the form of an interlocutory interdict, it was in effect an application for a final interdict under circumstances where the interdict, if granted, would restrain the bank from preventing the applicant from accessing its bank account and from enforcing a cession *in securitatem debiti* held by the bank. The interdict would, therefore, finally and irreversibly deprive the bank of the security it held over the money in the account.¹⁹

[quoted without accompanying footnotes]

[27] The same learned author of *Erasmus: Superior Court Practice* instructively explains an interim or interlocutory interdict as follows:

¹⁶ DE van Loggerenberg, *Erasmus: Superior Court Practice* (Jutastat e-publications, Revision Service 29, 2026) ('*Erasmus: Superior Court Practice*') RS 27, 2025, D6-18 and further RS 28, 2025, D6-19 to RS 28, 2025, D6-24.

¹⁷ Hiemstra and Gonin, *Trilingual Legal Dictionary*.

¹⁸ *Erasmus: Superior Court Practice* RS 28, 2025, D6-24 to RS 28, 2025, D6-25 and, further, at RS 28, 2025, D6-25 to RS 28, 2025, D6-33.

¹⁹ *Erasmus: Superior Court Practice* RS 25, 2024, D6-4.

An interlocutory interdict is one which is granted *pendente lite*. It is a provisional order designed to protect the rights of the complainant party pending an action or application to be brought by him to establish the respective rights of the parties. It does not involve a final determination of the rights of the parties and does not affect such determination. Its effect is to ‘freeze’ the position until the court decides where the right lies, at which point it ceases to operate. It is aimed at ensuring, as far as it is reasonably possible, that the party who is ultimately successful will receive adequate and effective relief.²⁰

[quoted without accompanying footnotes]

[28] These principles and, not doubt, other principles not specifically mentioned already, would provide an aid in the discussion of the issues dispositive of this matter, below.

Issues to be determined (identified)

[29] The applicant sought that this Court grants an order against the respondent on an urgent basis in the following terms: (a) an interdict (on an ‘interim’ basis) to restrain the respondent’s nominated officials from transacting on the Bank Account to prevent misappropriation of funds; (b) directing that the restoration of the mandate of Ms Setshedi, the CEO of the applicant and previously one of the authorised persons on the Bank Account, and (c) directing the Bank to place a hold on the Bank Account to prevent the respondent’s functionaries to transact and to again obstruct Ms Setshedi access to the Bank Account.

[30] Deducing from the above, I consider the issues to be determined to be the following (a) interdict against the respondent from transacting on the Bank Account; (b) restoration of the mandate of the applicant’s representative on the Bank Account, and (c) placing a hold on the Bank Account.

[31] The relief in (c), if granted, appears to be inimical of that in (a) and rendering nugatory that in (b). Placing a hold on the account freezes any activities on the account and, thus, the relief in (a) would not be necessary. Again, the relief in (c), if granted, makes it unnecessary to restore the mandate of the applicant’s representative on the Bank Account, at

²⁰ Erasmus: Superior Court Practice RS 25, 2024, D6-4 to RS 26, 2025, D6-5.

least as long as the Bank Account remains frozen. The applicant's representative would not be able to use her restored mandate to operate the 'frozen' Bank Account. This would also make a mockery of the extremely urgent manner the Court was approached by the applicant for relief. For these reasons, I have decided to rather discuss the issues jointly, as any attempt at isolating the issues from one another may be artificial or even prone to failure. I do so, after I have formally ruled on the issue of urgency.

Urgency

[32] The applicant says the matter is urgent. Its case on urgency, together with the submissions by Ms Vorster on its behalf, appears above. It includes that the applicant became aware of the removal of the mandate given to Ms Setshedi as the applicant's representative to access the Bank Account on 3 February 2026. The next day, on 4 February 2026, the Bank was approached to restore her mandate, but the Bank refused, citing lack of authority. After more than one week, on 13 February 2026, the applicant delivered a letter of demand to the respondent, after going nowhere with attempts at amicable resolution of the dispute with the respondent.

[33] The respondent disputes existence of urgency in this matter, especially given that the applicant did not – at first and in its founding papers – give the real reasons for urgency. It based its case on imminent risk of irreparable harm linked to the possibility of the respondent's dissipation of funds still to be received. The respondent says that – even on this score – there is no urgency as the expected funds relate to the VAT refund by SARS and the person instrumental in same (i.e. the tax practitioner) – appointed at the instance of the applicant – decides the timing of the payment through submission of the necessary paperwork to SARS. The applicant controls or influences when the VAT refund is to be processed.

Therefore, properly considered, the applicant's own conduct had a bearing on the alleged urgency.

[34] I considered the matter urgent as the respondent had upset the status *quo* by suspension or removal of access by the applicant to the Bank Account. It is irrelevant whether the respondent felt provoked into this or considered itself to have a valid cause for its conduct. The conduct deprived the respondent of its vital security measures regarding repayment of its loan in terms of the Funding Agreement. It, clearly, exposed the applicant to imminent harm regarding the operation of the Bank Account.

Interdicting the respondent from transacting on the Bank Account; restoration of the applicant's access to the Bank Account and placing a hold on the Bank Account (issues requiring determination, jointly discussed)

[35] To recap: the issues requiring determination are: (a) interdict against the respondent from transacting on the Bank Account; (b) restoration of the mandate of the applicant's representative on the Bank Account, and (c) placing a hold on the Bank Account. These issues are jointly discussed under this part.

[36] And a quick reflection on the background to the issues is that the parties concluded the Funding Agreement for the applicant to provide funding towards completion of the projects (in construction or related services) for the respondent's clients. Around 13 January 2026, an amount of R679 913.86 was paid as a VAT refund into the Bank Account. A representative of the applicant immediately withdrew an amount of R680 000 from the same Bank Account. The applicant says it was entitled to do so in terms of the Funding Agreement. The respondent says there was an oral agreement between the parties that these funds are earmarked for the personal use of Mr Nyai, the respondent's member. In reaction, the respondent removed access granted to the applicant to the Bank Account. This urgent application ensued.

[37] I will start with the issue of the restoration of mandate or authority granted to the applicant's representative to electronically access the Bank Account. It is common cause that this was in terms of the agreement between the parties. It is also common cause that the contractual terms or arrangement was to remain intact until the respondent has fully settled its indebtedness to the applicant. The respondent disputes the accuracy of the applicant's total debt owing by it, as stated in the papers. The respondent pointed out two amounts starkly different from each other, as stated above.²¹ But the respondent does not claim to have fully discharged the debt owing to the applicant. This means that the respondent remains disempowered to unilaterally terminate the applicant's access to the Bank Account. The respondent's invocation of the so-called oral agreement that the impugned monies would be privately used by its member, as well as the assertion that the removal of access was justified due to the applicant's prior appropriation of the monies, do not avail the respondent. The applicant raised non-variation of the Funding Agreement to repel the respondent's assertions. Therefore, this part of the applicant's relief is meritorious and will be granted.

[38] Now, I turn to the interdict sought against the respondent to prevent the latter's functionaries from transacting on the Bank Account. This is not borne by the agreement between the parties. It, also, does not comport with our law. It would be unfair – even on the unspecified 'interim' basis - to restrain the respondent or its functionaries from transacting on the Bank Account, even if the primary objective is to prevent misappropriation of funds. The respondent, as a commercial enterprise, needs access to the Bank Account for its daily operations. Therefore, the interdict sought under this part will be refused. More so, as it is aimed to remain in place in perpetuity and not 'designed to protect the rights of the

²¹ Par [14] above.

[applicant] pending an action or application’ still to be launched by the applicant to establish the respective rights of the parties.²²

[39] The next issue to determine is the placement of a hold on the Bank Account to prevent the respondent from – again in the future - reversing Ms Setshedi’s access to the Bank Account, once restored by an order of this Court. I have already expressed doubt as to the efficacy of this part of the relief.²³ On the other hand, the respondent has labelled this part of the relief impractical and disproportionate as it would, among others, hamper the operation of the Bank Account and deprive the respondent of the use of its funds to complete projects, pay service providers and staff salaries. I agree. I also agree with the submission on behalf of the respondent that this is not borne by the agreement. The respondent remains a co-signatory on the Bank Account and there is no basis in law for it to be deprived of this contractual right. This part of the relief will be refused.

Conclusion

[40] The applicant is partially successful in that only access to the Bank Account will be restored in terms of the order to be made below. It is unsuccessful in terms of the remainder of the relief sought. This does not amount to substantial success.

[41] There are two issues in this matter I consider pertinent to the determination of the issue of costs. First, the applicant’s lack of candour in its founding papers regarding the real reason why the respondent unilaterally removed its access to the Bank Account. There is no doubt in my mind that this was a well-known fact on the part of the applicant, including the deponent to its papers, Ms Setshedi. The applicant, nevertheless, held back this information and did not disclose it to the Court, until its divulsion by the respondent in the opposing affidavit. Had the extremely urgent application been disposed of on an unopposed basis these

²² *Erasmus: Superior Court Practice* RS 25, 2024, D6-4 to RS 26, 2025, D6-5. See also par [27] above.

²³ Par [31] above.

facts would have remained unknown to the Court.²⁴ It does not matter the impact of the fact which is not disclosed, but to claim that access was removed due to an anticipated funds in the future is deliberate misleading of the Court.²⁵ It will not be countenanced by the Court. The second issue is Ms Vorster's submission that the Bank has already acted as if the relief sought in the notice of motion has been granted even prior to the hearing of the application. This is improper from any perspective. It appeared to me that Ms Vorster, appearing for the applicant, did not appreciate the impropriety of all these. One wonders why the application was persisted with when an extra-judicial resolution had already been secured. This, also, points to no or less regard to the processes and practice of this Court. Therefore, the applicant should not derive any benefit by way of costs from this application, even for its limited success.²⁶ The proper order as to costs will be that each party be liable for each own costs.

Order

[42] In the premises, I make the order, that:

- a) the application is granted in as far as directing the first respondent to restore the mandate or authority of Ms Whitney Setshedi of the applicant to access the online banking profile on the second respondent's banking platform in respect of Capitec Bank Account number 1[...] held in the name of Le-Chabile Bric Manufacturing within five (5) days from date hereof;
- b) the application is dismissed in all other respects, and
- c) each party shall be responsible for its own costs.

Khashane La M. Manamela

²⁴ *Premier of Gauteng Province and Others v A Re Ageng Social Services (NGO) and Others (Kish Gas (Pty) Ltd Intervening), Premier of Gauteng Province and Others v A Re Ageng Social Services and Others (Kish Gas (Pty) Ltd and Another Intervening)* (2016/41493; 2016/44645) [2017] ZAGPJHC 416 (31 October 2017) [54]-[56] albeit that it concerned *ex parte* applications, but remaining applicable to this matter.

²⁵ FA par 5.1, CL 001-13.

²⁶ *Erasmus: Superior Court Practice* RS 28, 2025, D5-9 to D5-16.

Judge of the High Court

Date of Hearing : **25 February 2026**

Date of Judgment : **19 March 2026**

Appearances:

For the applicant : Ms I Vorster Attorneys
Isa Vorster Attorneys, Brooklyn Pretoria

For the first respondent : Ms K Motholo
Instructed by : Motaung Attorneys, Helicon Heights Bloemfontein
c/o Abrams Madira Inc, Menlyn Pretoria

For the second respondent : No appearance