IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

Case No: 2026/067203

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

[redacted]

DATE 19 APRIL 2026 SIGNATURE

In the matter between:

DOVECOT TRADING (PTY) LTD	First Applicant
DOROTHY IRIS WALL	Second Applicant
and	
BIDVEST BANK LIMITED	First Respondent
THE SHERIFF OF THE HIGH COURT, PALM RIDGE	Second Respondent
LOIS KUTLUANO MMATHOTO MOLINGOANE N.O.	Third Respondent
ANA PAULA DE OLIVEIRA N.O.	Fourth Respondent

Spoliation — *Mandament van spolie* — Insolvency Act 24 of 1936 — section 19(1) attachment by sheriff — requirement of formal inventory and notice to person in control referencing sequestration or winding-up — limits of power where possession disputed — section 69(3) concealment or withholding of property — application to magistrate for search warrant — judicial oversight — self-help by creditors or liquidators impermissible — Perfection of notarial bond — *Concursus creditorum* — Restoration of possession — costs — even payable by party that abides

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JUDGMENT

KUNY J:

INTRODUCTION

1 This is an urgent application for a *mandament van spolie* together with interdictory and related relief. The issue is whether on 16 and 17 March 2026 the respondents had lawful authority to dispossess the applicants of property and lock the warehouse premises at Jacob Street, Fountain Industrial Park, Alrode ("the premises").

2 It is common cause that on 16 and 17 March 2026 the applicants were locked out and denied access to stock situated at the premises. The application was initiated some four days after the alleged spoliation commenced. The first applicant is alleged to be a trading entity whose stock consists of branded sports goods sold through active online platforms. The continued deprivation of its stock ordinarily results in the loss of sales, unfulfilled orders, and reputational harm with platform operators. The second applicant is locked out of the premises from which she conducts a warehousing and distribution business serving a number of clients, including unrelated third parties whose goods are also stored at the premises. It is self-evident that the harm is ongoing and not adequately remediable by an award of damages alone. There was no unreasonable delay in the bringing of the application. Substantial redress would not be obtained at a hearing in due course because of the ongoing prejudice to both applicants. Accordingly, I am satisfied that the matter is urgent and that it is appropriate that it be dealt with on urgency.

3 The parties to these proceedings are:

3.1 the first applicant, Dovecot Trading (Pty) Ltd, purports to carry on business as an importer and supplier of branded sports goods which it distributes through major online e-commerce platforms, including Takealot, Makro, and Amazon.

3.2 the second applicant, Mrs Dorothy Iris Wall, is an adult businesswoman who, at the material time was in control of warehouse premises located at B2 and C2, 22 Jacob Street, Fountain Industrial Park, Alrode, Gauteng ("the premises"). She operates a business from the premises for the receiving, storage, and distribution of goods for various customers, including the first applicant and unrelated third parties.

3.3 the first respondent, Bidvest Bank Limited, is a registered bank and a creditor of Sports Brands Direct (Pty) Ltd ("Sports Brands"). It held a general notarial covering bond over the movable assets of Sports Brands. On 30 March 2026 the first respondent gave notice of its intention to abide the decision of the court.

3.4 the second respondent is the Sheriff of the High Court, Palm Ridge, ("the Sheriff") who attended the premises on 17 March 2026 and conducted an inventory of the stock found there. He does not oppose this application.

3.5 the third and fourth respondents, Ms L Molingoane N.O. and Ms A Paula de Oliveira N.O. ("the Liquidators"), are the duly appointed joint provisional liquidators of Sports Brands Direct (Pty) Ltd (in Provisional Liquidation). In their answering affidavit, the Liquidators advance the primary statutory justification for the dispossession, claiming to have acted in terms of section 19 of the Insolvency Act 24 of 1936 ("section 19").

BACKGROUND

4 Sports Brands is one of three companies comprising what is referred to as the

"M5 Group" of companies. The other members are Direct Leisure Sports Distributors (Pty) Ltd and M5 Sports Suppliers (Pty) Ltd ("M5 Sports"), the latter being the holding company of the other two. The M5 Group was engaged in the importation and distribution of branded sports goods in South Africa, including international fitness and leisure brands.

5 On 20 January 2026 the first respondent obtained a court order from the Gauteng Division authorising it to perfect the security it held by virtue of the general notarial covering bond over the movable assets of Sports Brands ("the perfection order"). The perfection order entitled the first respondent to attach the movable assets as security for amounts owed to it. However, no steps were taken to execute or give effect to it before the events described below.

6 On 5 February 2026, by order of the KwaZulu-Natal Division of the High Court, Pietermaritzburg, Sports Brands, DLS and M5 Sports were placed into provisional liquidation. Pursuant to the provisional liquidation order, the third and fourth respondents were appointed as joint provisional liquidators. The return date of the provisional winding-up order is 21 April 2026.

APPLICANTS' VERSION

7 The first applicant was incorporated in 2018 and later controlled by Mr Agar, the deponent to the founding affidavit. It alleges that it initially facilitated the transfer of goods between DLS and certain retailers. Mr Agar concedes that he had previously been employed as the financial manager of M5 Sports and the first applicant. However, he disputes that the first applicant was a subsidiary of M5 despite references to this in M5's financial statements.

8 On 21 January 2024 the first applicant was deregistered by the CIPC for non-compliance with annual returns. The first applicant was re-registered on 2 February 2026, three days before Sports Brands was placed into provisional liquidation. It thereafter commenced trading as an independent business importing branded sports goods directly and distributing them via online platforms. Its new director, Mr Agar, was appointed on 19 February 2026.

9 The second applicant operates a logistics business from the premises, allegedly pursuant to a written lease agreement at a monthly rental of R34 500. The first applicant, pursuant to an agreement with the second applicant, had unrestricted access to the premises for the purposes of placing and removing its stock. The second applicant additionally stores goods for unrelated third parties at the premises.

10 The first applicant's stock stored at the premises consisted of branded sports goods allegedly lawfully imported, cleared through customs, and paid for by the first applicant. They are said to have formed part of shipments imported and cleared in the middle of February 2026.

11 The applicants allege that on 16 March 2026 at approximately 5:00pm Messrs Crafford and Glover, four members of the SAPS and a private investigator attended at the premises. The following is alleged to have occurred:

11.1 upon being challenged by the second applicant's husband, Mr Crafford stated that he was acting in terms of the perfection order granted on 20 January 2026, and that he had been authorised to perfect the first respondent's security over the goods of Sports Brands.

11.2 the Sheriff was not present and Mr Crafford did not produce any court order permitting the attachment.

11.3 the group of persons directed that the warehouse be secured. Chains were placed around the outer doors of the warehouse and locked. Mr Crafford advised that they would return the following day to attach and uplift the goods, alleging that they belonged to Sports Brands and were subject to the general notarial bond. Photographs of the chained and locked doors were taken by Mr Wall.

12 On 17 March 2026 the Sheriff and Mr Christophorou and a number of other persons arrived at the premises. Mr Crafford directed them remotely via cell

phone. The second applicant was present.

13 The Sheriff presented the second applicant with a copy of the perfection order as authority for gaining access to the premises. When the persons tried to enter the premises, a tense standoff ensued. The second applicant was intimidated and, fearing for her safety, did not resist entry.

14 The Sheriff proceeded to make an inventory of the stock in the warehouse. The second applicant was not provided with a copy of the inventory. However, she took photographs of it. When inventory was completed, the locks were changed. This prevented the applicants from gaining access to the premises.

15 In their replying affidavit the applicants allege that the second applicant went to the Sheriff's offices on 27 March 2026. She spoke to "Jaco", who acknowledged that he was the sheriff who had attended the premises on the 17^{th}. She asked for a copy of the order and inventory made by him and he gave her a copy of the perfection order and said inventory.

LIQUIDATORS' VERSION

16 The Liquidators contend that the events of 16 and 17 March 2026 arose from a process they had initiated to preserve assets of the liquidated companies. Their version of the sequence of events is set out below.

17 On 13 March 2026 the Liquidators, through their attorneys, instructed Africor Auctioneers to attend the *"place of business and warehouses"* to secure and uplift the movable assets and books and records of the company in liquidation and to attend a valuation. The letter does not identify the premises as the place to be attended and does not refer to the Sheriff at all.

18 On 16 March 2026 the Liquidators received information that stock belonging to Sports Brands at its Alrode warehouse had been removed and was being hidden from the Liquidators. Steps were taken to safeguard the stock and preserve the assets of the liquidated companies in the M5 Group.

19 The Liquidators state that they separately instructed the Sheriff to perform his duties in terms of section 19, which he did. They also requested Mr Crafford to get involved because of his knowledge of the situation. However, he did nothing other than assist the Sheriff to implement section 19. The Liquidators dispute that they relied on the perfection order obtained by the first respondent on 20 January 2026 as their authority to search and lock the premises.

20 The Liquidators do not provide a full account of what occurred at the premises on the afternoon of 16 March 2026. Apart from denying that the persons present on 16 March stormed the warehouse, the Liquidators neither confirm nor deny the applicants' account of what Mr Crafford said to Mr Wall when he arrived. They state that Mr Crafford was not physically present when the persons arrived at the premises on 16 March. However, they admit that he arrived later when contacted by Christophorou and Glover. The Liquidators allege that the persons who attended the premises on the 16th were under their instructions to implement section 19 and that there was no resistance to the Liquidators' agents entering the premises.

21 On 17 March 2026 the Sheriff attended at the premises together with Christophorou allegedly as part of the section 19 process. Stock was identified and attached. The Sheriff allegedly handed the second applicant a copy of the liquidation order and advised her that he was there to implement section 19. To safeguard the stock, the Sheriff locked the premises, with the stock inside. This was justified on the basis that the Sheriff had to lawfully close the warehouse to secure the stock.

22 The Liquidators accordingly deny the locking of the premises was spoliation. They contend that the attachment and securing of the stock was justified by section 19.

23 On 17 March 2026, the first applicant's attorneys, Grant and Swanepoel, addressed an urgent letter to Crafford Attorneys. The letter records their clients' instructions that they had been spoliated and that Mr Crafford had relied on the

perfection order, and had secured the premises and asserted control over their stock.

24 On 19 March 2026 the Liquidators' attorneys addressed a letter to the applicants' attorneys setting out the basis upon which the Liquidators justified their conduct in relation to the disputed stock:

24.1 they deny they acted outside the scope of their statutory powers and duties claiming that they had caused their appointed representatives and agents to take steps to secure Sports Brand's assets, books and records in the interests of the insolvent estate and the general body of creditors.

24.2 the Liquidators rely on competing and unsubstantiated claims to the stock and uncertainty as to which entity paid for, imported or received the goods. In those circumstances they state that they could not accept at face value that the stock fell outside the insolvent estate and that they were obliged to preserve the position pending proper investigation.

24.3 the letter makes no reference whatsoever to section 19 as the source of authority for the conduct complained of. Nor does it suggest that the Sheriff was acting pursuant to a statutory attachment in terms of that provision. The case advanced in the letter is instead framed broadly in terms of a general duty on the part of the Liquidators to preserve disputed assets pending investigation, implemented through appointed representatives and agents.

LIQUIDATORS' DEFENCES

25 The Liquidators raise a variety of factual and legal defences. These can be summarised as follows:

25.1 the applicants have failed to prove peaceful and undisturbed possession of clearly identified stock.

25.2 the stock that was attached is believed to belong to Sports Brands. The first applicant removed this stock unlawfully from the Alrode warehouse and was hiding it from the Liquidators at the premises. The applicants bear the onus to identify the goods and that they were in possession. They failed to establish a clean and complete chain of title to the stock.

25.3 the Liquidators were duty-bound to secure disputed stock and the records and infrastructure.

25.4 the attachment arose as part of a preservation process that had been initiated by the Liquidators acting in terms of section 19. They were lawfully entitled to attach the goods in terms of this section.

25.5 the Liquidators disavow any reliance on the perfection order. They contend that they instructed the Sheriff to perform his duties in terms of section 19, which is what he did. Mr Crafford assisted the Sheriff only because he had prior knowledge of the matter.

25.6 the Liquidators attack the *bona fides* of the first applicant's claim to ownership. They rely in this regard on the fact that the first applicant had been deregistered for two years and re-registered only days before the liquidation of Sports Brands. Mr Agar had been the financial manager of M5 Sports and M5 Group's financial statements referred to the first applicant as a subsidiary. Furthermore, they assert that the business model adopted by the first applicant closely mirrored that of the liquidated entities.

THE APPLICANTS' CASE

26 The first applicant submitted that as a consequence of the spoliation it was unable to sell its goods on e-commerce platforms and it suffered severe financial prejudice. The second applicant was prevented from servicing other customers and she was left entirely unable to use the premises for their intended purpose.

27 The applicants were in peaceful and undisturbed possession of the premises and the stock stored therein. Although the second applicant was in control of the premises, the first applicant had unrestricted access and a contractual right to its stock stored at this location. The mere fact that the first applicant's directors are resident in KwaZulu-Natal did not negate its possession and control over the goods. Possession of goods may be held through an agent or bailee. The reference to "Take Ease Fulfilment" in the initial attorneys' letter was an innocent error promptly corrected.

28 The facts demonstrated that dispossession of the first applicant's goods by the respondents was carried out under the authority of the perfection order and not pursuant to section 19.

29 The perfection order was rendered void by operation of section 359(1)(b) of the Companies Act. Upon the provisional liquidation of Sports Brands on 5 February 2026, a *concursus creditorum* was established. Any attempt to perfect the notarial bond after the commencement of liquidation was void *ab initio* and incapable of conferring lawful authority for dispossession.

30 The Liquidators' section 19 defence is contradicted by all the contemporaneous evidence. Section 19(1)(a) vests its powers exclusively in the Sheriff and is limited to property of the insolvent estate. It does not apply to property in the possession of a third party who claims to be entitled to exercise ownership and control and it does not permit the summary attachment of such property.

31 The Sheriff was required to hand the custodian a notice referencing the sequestration order. This was not done.

32 Where a dispute arises as to the ownership of property, the Liquidators were required to take formal legal steps before laying claim to such property. They could do this in terms of section 69(3) of the Insolvency Act by way of an application to a magistrate for a search warrant. The Liquidators by-passed this mechanism entirely and simply resorted to self-help. The applicants rely in this

regard on *Cothill et Uxor v Cornelius* 2000 (4) SA 163 (T).

33 The ownership of the goods is irrelevant in spoliation proceedings. The *mandament van spolie* is a possessory remedy. The court must restore the *status quo ante* first, and the ownership dispute should be resolved in separate proceedings. The first respondent and the Liquidators are not without remedies if they have a legitimate claim to the goods.

THE MANDAMENT VAN SPOLIE

34 The *mandament van spolie* is one of the oldest and most robust remedies known to South African law. In *Nino Bonino v De Lange* 1906 TS 120, it was authoritatively established that no person is permitted to take the law into his own hands. If a person is unlawfully deprived of possession of property, the court will summarily restore possession before anything else is decided (*spoliatus ante omnia restituendus est*). The remedy is not concerned with the question of ownership. It rests exclusively on the fact of prior possession and the unlawfulness of the dispossession.

35 To succeed, an applicant must establish that it was in peaceful and undisturbed possession of the property at the time of the alleged spoliation and that it was unlawfully deprived of that possession. If these elements are established, the court is obliged to restore possession summarily, leaving any title or ownership dispute to separate proceedings. Whether the respondent's title is good in law is irrelevant at this stage. It is settled law that even a person who has obtained possession through dubious means is entitled to the protection of the *mandament van spolie*.[1]

36 Section 359(1)(b) of the Companies Act provides that any attachment or execution put in force against the estate or assets of a company after the commencement of the winding-up shall be void. See also *Walker v Syfret N.O*

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1 Ivanov v North West Gambling Board & Others 2012 (6) SA 67 (SCA)

1911 AD 141 (at p152) where the court held that the liquidation of a company establishes a *concursus creditorum* and thereafter no creditor can alter his relative position to the detriment of the other creditors of the estate. The provision operates automatically and without any need for a formal court order setting aside the impugned attachment. An attachment put in force post-liquidation is void *ab initio*.

37 Section 19 imposes a mandatory duty upon the Sheriff to attach and make an inventory of the movable property of the insolvent estate as soon as a sequestration or winding-up order is received. The provision applies only to property of the insolvent estate. It does not apply to property in the possession of a person who claims to be entitled to retain it under a right of pledge or a right of retention.

38 Section 19(1)(c) provides that once the Sheriff has made an attachment:

> 19(1)(c) he shall hand to the person so appointed a copy of the inventory, with a notice that the property has been attached by virtue of a sequestration order. That notice shall contain a statement of the offence constituted by section one hundred and forty-two and the penalty provided therefor;

39 The above subsection is explicit in its terms. The Liquidators do not allege that this requirement was complied with.

40 Section 69(1) of the Insolvency Act provides that a trustee or liquidator shall, as soon as possible after appointment, take possession of all movable property, books, and documents belonging to the estate. However, the liquidator may not do so before the sheriff has completed the section 19 inventory.

41 In terms of sections 69(2) and 69(3) where a trustee has reason to believe that estate property is concealed or otherwise unlawfully withheld from him he may make application to a magistrate, supported by a statement on oath, for a search warrant. The magistrate may issue such a warrant if satisfied there are reasonable grounds for suspecting that estate property is being withheld. That

warrant is executed in the manner of a warrant to search for stolen goods. The above section provides a mechanism to a liquidator who suspects a third party of concealing estate assets.

DISCUSSION

42 The answering affidavit does not include a confirmatory affidavit from Mr Crafford, nor one from the Sheriff or Christophorou. The Liquidators' version of the events of 16 and 17 March 2026 therefore rests solely on the affidavit of the third respondent, whose account of the events of 16 March in particular is derived largely from information conveyed to her by others, including Mr Crafford, rather than from her own direct observation.

43 The Liquidators' challenge is directed at both applicants. It is contended, first, that the first applicant lacked any physical presence in Gauteng and could not therefore exercise possession of the stock, and secondly, that the second applicant was not the true operator of the premises, reliance being placed in this regard on the reference in the applicants' attorneys' letter of 17 March 2026 to "Take Ease Fulfilment (Pty) Ltd".

44 On the applicants' version, the second applicant conducts a warehousing and distribution business from the premises pursuant to a lease agreement. The premises are used for the storage and distribution of goods on behalf of multiple clients, including the first applicant and unrelated third parties. The first applicant, in turn, stores its goods at the premises and enjoys an unrestricted right of access for purposes of placing and removing stock.

45 The Liquidators dispute aspects of the above arrangement, including the validity of the lease and the identity of the true operator of the premises. However, these disputes are not supported by direct evidence establishing that the second applicant was not, as a matter of fact, in control of or operating from the premises at the relevant time. The reference to "Take Ease Fulfilment" in the initial letter is explained in reply as an error, and that explanation cannot be rejected on the papers.

46 The evidence further establishes that the second applicant was physically present at the premises on both 16 and 17 March 2026, when the Liquidators' representatives attended, asserted authority, and proceeded to secure the warehouse and conduct an inventory. While the level of detail provided in the founding papers is not extensive, and is conveyed primarily through Mr Agar's affidavit, the fact of her presence and her assertion of control is not meaningfully disputed. Even if the lease were defective or informal, that would not negate factual possession. For purposes of the *mandament van spolie*, the enquiry is directed at *de facto* possession, not the validity of the underlying right.

47 In these circumstances and applying the approach to disputes of fact in motion proceedings, I am satisfied that the second applicant established that, immediately prior to the events in question she was in factual possession of the premises as operator of a warehousing business. It cannot be seriously disputed that the first applicant, through its arrangement with the second applicant to store its goods at the premises, exercised possession of its stock in a custodial sense. The requirement of peaceful and undisturbed possession has therefore been established.

48 The central issue in this application is whether the Liquidators had lawful authority for their conduct. The Liquidators advance two mutually inconsistent justifications. The first respondent, through its attorney Mr Crafford, relied on the perfection order. The Liquidators relied on section 19 of the Insolvency Act. The evidence establishes that on:

48.1 16 March 2026, Mr Crafford expressly told Mr Wall that he was acting in terms of the perfection order.

48.2 17 March 2026, the Sheriff presented the perfection order to the second applicant as authority for the steps he was taking.

48.3 27 March 2026, when asked directly, the Sheriff confirmed he had acted on the perfection order.

49 The legal position under section 359(1)(b) of the Companies Act is decisive. Sports Brands was placed into provisional liquidation on 5 February 2026. From that date, a *concursus creditorum* was established and the estate was frozen as against individual creditors. The perfection order, although validly obtained on 20 January 2026, had never been executed before the liquidation. Any reliance on the perfection order after the liquidation of Sports Brands was not sanctioned by law and was misplaced.

THE SECTION 19 DEFENCE

50 The Liquidators' reliance on section 19 as a justification for the dispossession fails on multiple independent grounds, each of which is sufficient to dispose of the defence. The most fundamental difficulty is that the section 19 defence is factually contradicted by the contemporaneous evidence which points to the perfection order as the operative authority.

51 The Liquidators' letter of 19 March 2026 contains no reference to the Sheriff, nor to section 19 as the source of their authority. Instead, the Liquidators' case is repeatedly framed on the basis that ownership of the stock was disputed and that the measures implemented were directed at preserving the assets pending investigation. This contemporaneous characterisation sits uncomfortably with and indeed contradicts the Liquidators' subsequent reliance on section 19.

52 If the Sheriff was truly acting under section 19, one would have expected:

52.1 a notice to be handed to the second applicant referring to the Sports Brands liquidation order.

52.2 the letter sent by the Liquidator's attorney on 19 March 2026 to have made specific mention that the persons who attended at the premises on 16 and 17 March acted in terms of section 19.

52.3 the Sheriff to confirm, when visited by the second applicant, that he was acting in terms of section 19.

53 None of the above expectations were met. The factual position was that the first applicant challenged the authority of the Liquidators' representatives to attach goods and lock the premises when they attended on the 16th. This occurred again on 17 March 2026. The evidence points to the fact that the section 19 defence was formulated after the event, once the prospect of a spoliation application became a reality.

54 Section 19 applies only to property of the insolvent estate. The goods in question are claimed by the first applicant as its own. Whether that claim is ultimately well-founded is not for determination in these proceedings. For present purposes, it suffices that a third-party claim to ownership and possession was asserted. Section 19 does not provide a mechanism for the summary resolution of such disputes, nor does it authorise dispossession in the face of them.

CONCLUSION

55 I conclude as follows:

55.1 the applicants were in peaceful and undisturbed possession of the premises and the stock at the time of the events of 16 and 17 March 2026. In this regard, the first applicant exercised possession of the stock by virtue of its contractual arrangement with the second applicant.

55.1 The attachment of the stock and locking of the premises on 16 and 17 March 2026 was not lawfully carried out in accordance with the prescripts of section 19.

55.2 to the extent that the perfection order was executed after the liquidation of Sports Brands, it was void by operation of section 359(1)(b) of the Companies Act.

55.3 in any event, section 19 did not justify the dispossession because the property was claimed by a third party, the statutory notice was not given and the procedures prescribed in section 69(3) were bypassed.

55.4 the Liquidators were therefore not entitled to dispossess the applicants of the premises or the stock and their conduct constituted unlawful spoliation.

55.5 the question of ownership of the goods is not before the court and is to be resolved in separate proceedings.

COSTS

56 The applicants seek a costs order on the punitive attorney and own client scale. They submit that the Liquidators' conduct was deliberate, contumacious, and constituted a blatant disregard for the legal process.

57 The correspondence reflects that Mr Glover, an associate at the firm of attorneys acting for the first respondent, was included in and party to communications concerning the identification and control of the disputed stock. The Liquidators do not dispute the allegation that Messrs Crafford and Glover were in attendance when goods were attached and the premises were locked. The first respondent, on 26 March 2026, gave notice of its intention to oppose the application. Its stance changed on 30 March 2026 when it filed a notice to abide. Notwithstanding this, the steps taken by the respondents formed part of a coordinated process in which the first respondent's legal representatives were actively involved. Ordinarily this court may have been inclined to order costs against the first respondent on a punitive scale. However, it has narrowly avoided this withdrawing its opposition and abiding the decision of the court.

58 As far as the third and fourth respondents are concerned I am not persuaded that their conduct rises to the level of contumacity such as would justify punitive costs. I cannot find that any of the Liquidators acted *mala fide* and their conduct, though unlawful, may have arisen from a misunderstanding of their powers.

Accordingly, it is appropriate that they pay the costs on the ordinary scale.

ORDER

59 In the result, the following order is made:

1. The first, third, and fourth respondents (and/or any party acting on their instructions) to immediately restore undisturbed possession to the applicants of the premises situated at B2 and C2, 22 Jacob Street, Fountain Industrial Park, Alrode, Gauteng ("the premises"), together with the stock and goods located therein ("the stock"), identified and itemised in the schedule annexed to the applicants' notice of motion marked "RA19".

2. The stock identified in annexure "RA19" is released from judicial attachment.

3. The applicants are permitted to remove the locks placed on the premises by the respondents.

4. The first, third and fourth respondents and any party instructed by them or deriving any permission from them, are interdicted and restrained from:

4.1. interfering with or entering the premises; and

4.2. dealing with, attempting to remove, realise, or dispose of any of the stock located on or stored at the premises,

without the prior written consent of the first applicant or unless otherwise permitted in terms of a valid Court order.

5. The first, third and fourth respondents are ordered to pay the costs of this application jointly and severally on the party and party

scale, the one paying the other to be absolved, such costs to include the costs of senior counsel on scale C.

[redacted]

JUDGE S KUNY
JUDGE OF THE HIGH COURT
GAUTENG DIVISION, JOHANNESBURG

Date of hearing: 2 April 2026

Date of judgment: 19 April 2026

<u>Appearances:</u>

Applicants:	Mr P Strathern SC, pauls@law.co.za Instructed by Grant and Swanepoel Attorneys, Pietermaritzburg, anthony@gsalaw.co.za
First Respondent:	No appearance c/o Crafford Attorneys Email: carel@craffordlaw.com
Second Respondent:	No appearance
Third & Fourth Respondents:	Adv A J Venter - ajventer@law.co.za Instructed by Kekana Hlatshwayo Radebe Inc kuttoana@khrinc.co.za and Stoop & Associates email: emile@statts.co.za