



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case No: 2025/137857

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

[REDACTED]

04 MAY 2026

.....
SIGNATURE

.....
DATE

In the matter between:

PETER ANDREW FAUCITT

Applicant

and

JACQUELINE FAUCITT

First Respondent

DANIEL JAMES FAUCITT

Second Respondent

REGIMA WORLDWIDE DISTRIBUTION (PTY) LTD

Third Respondent

REGIMA SKIN TREATMENTS CC

Fourth Respondent

VILLA VIA ARCADIA NO. 2 CC

Fifth Respondent

(Registration Number: 1996/004451/23)

STRATEGIC LOGISTICS CC

Sixth Respondent

(Registration Number: 2008/136496/23)

FIRSTRAND BANK LIMITED

t/a FIRST NATIONAL BANK

Seventh Respondent

ABSA BANK LIMITED

Eighth Respondent

THE COMPANIES AND INTELLECTUAL
PROPERTY COMMISSION

Ninth Respondent

LEAVE TO APPEAL: JUDGMENT

LABUSCHAGNE J:

- [1] The applicant brought an application based on contempt of clause 2.5 of a court order granted by Khumalo J on 19 August 2025. I dismissed the application on the grounds that the applicant did not establish a breach of the court order or a wilful disregard thereof.
- [2] Mr Faucitt now applies for leave to appeal. In a lengthy notice of leave to appeal two themes are pursued.
- [3] The **first theme** is that I erred in my interpretation of clause 2.5 of the court order. The order relates to the family business in which Mr and Mrs Faucitt are office bearers.
- [4] Mr Faucitt interprets clause 2.5 to mean that Mrs Faucitt cannot not be involved in an executive role in any respect. The clause is expressly aimed at preventing prejudicial dealings. It is an undefined term and Mr Faucitt has sought to construe a breach in circumstances where the facts do not support his contentions. He objects to her presence even at training while, she was involved in training for a lengthy period.

- [5] Mr Faucitt has placed too stringent an interpretation upon clause 2.5. What is apparent is that the clause merely prohibits prejudicial conduct. This is consistent with her role as director. The conduct which, according to Mr Faucitt, falls within the ambit of clause 2.5 ,was disputed.
- [6] What clause 2.5 of the court order does not say is that Mrs Faucitt is precluded from being involved in the businesses in any manner. There is no prospect of another court coming to a different conclusion in this regard.
- [7] The **second theme** relates to the application of the *Plascon-Evans* rule. This is raised specifically in the context of contempt where the principle is that, once an applicant has established that a court order exists, which the respondent is aware of, and that it has been breached, a presumption arises of wilfulness which needs to be rebutted.
- [8] As far as the incidents upon which Mr Faucitt relies is concerned, he cannot give direct evidence as he was not present. The factual versions as far as the stock issues are concerned indicate that there is a dispute on what transpired. However, Mrs Faucitt, corroborated by the company employee responsible for stock delivery, has confirmed that as far as the stock was concerned, everything took place as it usually did. There was no prejudicial dealing in breach of clause 2.5.
- [9] So too the training incident relied upon does not demonstrate prejudice to the business . The version of events put forward by Mrs Faucitt was accepted.

- [10] I decided these facts on the *Plascon-Evans* basis, namely the version advanced by the respondent. In doing so, the normal application of *Plascon-Evans* took place. The applicant needs to establish a breach of the court order and, whether the facts are not common cause, the version of the respondent is accepted, unless it falls to be rejected. No basis for rejecting the respondent's version could be advanced.
- [11] In light of the aforesaid the applicant has not established the breach of the court order and the explanation given demonstrates that Mr Faucitt has been trying to make mountains out of molehills.
- [12] There is nothing contentious in applying the *Plascon-Evans* rule to the establishment of facts which are disputed in motion proceedings. The applicant does not establish a breach by his mere say-so, particularly if his version is disputed. How such a dispute is resolved in motion proceedings, is trite.
- [13] It was also submitted that I did not accord due weight to affidavits referred to in November 2025 court proceedings. There is no merit to this position. Those affidavits were in court proceedings in which the applicant's application failed. The applicant relied on subsequent events as basis for enrolling an application dated 9 February 2026 urgently. Why the November affidavits are relevant in deciding what the subsequent facts and grounds for urgency were, has not been established.
- [14] Having considered all the submissions advanced, I am not persuaded that there are reasonable prospects of another court coming to a different

conclusion. I am not persuaded that there is another compelling reason why the appeal should be heard.

[15] In the premises the application for leave to appeal must fail.

COSTS

[16] The application for leave to appeal was scheduled for 16 April 2026. It was heard virtually. At the hearing new counsel for Mrs Faucitt asked for time as he had just been briefed and the argument was postponed until 22 April 2026. As Mr Faucitt had incurred costs in respect of the 16th of April 2026 hearing, those costs were reserved. The postponement of the application on 16 April 2026 was brought about by Mrs Faucitt's late instruction of new legal representatives, and she therefore needs to pay the wasted costs of that hearing.

CONCLUSION

[17] In the premises I make the following order:

1. The application for leave to appeal is dismissed with costs on a party and party scale, Scale C, subject to paragraph 2 below.
2. Mrs Faucitt is to pay the wasted costs of 16 April 2026 on a party and party scale, Scale C.



LABUSCHAGNE J

JUDGE OF THE HIGH COURT

APPEARANCES

COUNSEL FOR APPLICANT : ADV COETSEE

ATTORNEY FOR APPLICANT : ELLIOT ATTORNEYS INC

COUNSEL FOR RESPONDENT : ADV NEL

ATTORNEY RESPONDENT : BURGERS HUYSER ATTORNEYS
BEDFORDVIEW INC