IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

CASE NO: 136898/2024

DATE: 28-04-2026

DELETE WHICHEVER IS NOT APPLICABLE
(1) REPORTABLE: ~~YES~~ / NO
(2) OF INTEREST TO OTHER JUDGES : ~~YES~~ / NO
(3) REVISED: YES

In the matter between

DER ZUCKER BACKER (PTY) LTD — PLAINTIFF

and

SHANI RAE INKACHI PARKER — FIRST DEFENDANT

RONALD BENTON PARKER — SECOND DEFENDANT

J U D G M E N T

DREYER AJ: The Plaintiff is seeking summary judgment in the amount of R150 000 to be paid to the Plaintiff by the First and Second Defendants, jointly and severally, as well as interest and costs.

The defence put up by the First and Second Defendants as per the Plea and the Opposing Affidavit is that a meeting took place on 9 December 2021. Present at that meeting was the First Defendant, the Second Defendant, Aton

Treister ("Treister") (the sole director of the Plaintiff), as well as a sibling, Tyrell Tintinger. At the said meeting an oral agreement was entered into between the First Respondent acting in her capacity as director of the Plaintiff at that time, the Second Respondent acting in his capacity as shareholder of the Plaintiff at that time and Treister acting in his capacity as shareholder and director of the Plaintiff at that time in terms whereof an amount of R150 000.00 would be paid from the Plaintiff's bank account held with First National Bank by the First Defendant to the Second Defendant. The said amount would be paid to a consultant to negotiate a settlement of the SARS business debt of the Plaintiff that arisen while Sheila Anne Parker (who passed away on 25 June 2021) was in control of the affairs of the business. The First and Second Defendants aver that all the directors and shareholders of the Plaintiff were aware of the oral agreement that was concluded on 9 December 2021 as well as the terms and conditions.

With regards to the said meeting, the Treister states that he was not present at the meeting and there was no such meeting. Treister states in paragraph 7.2.10 of the Founding Affidavit in support of Summary Judgment that he did not attend any meeting with the First and Second Defendants or with any third party, nor was such meeting convened. In paragraph 7.2.11 of the Founding Affidavit

Treister states, with regards to the averment that all the directors and shareholders of the Plaintiff was aware of the oral agreement that Mr Gary Smith ("Smtih"), a 10% shareholder of the Plaintiff, was not present at the meeting. Smith has expressly denied any knowledge of such a meeting and has also denied any awareness of the oral agreement. The Confirmatory Affidavit of Smith is attached to the Founding Affidavit as Annexure "SJ3".

Treister goes further and he states in paragraph 7.3.4 of the Founding Affidavit, he unequivocally denies that such meeting took place and he sets out he was unwell during the period in which the unlawful payment was affected and in fact remained at home for the entirety of what week. This was due to the successive passing of his mother, father and brother within short period of time. Treister also the First and Second Respondents were fully aware of his personal circumstances at the time.

The response of the First and Second Respondents to paragraph 7.2.10 of the Founding Affidavit is to state that Treister was present and participated at the meeting.

The response of the First and Second Respondents to paragraph 7.2.11 of the Founding Affidavit is to admit that Smith was not present at the meeting.

The response of the First and Second Respondents to paragraph 7.3.4 of the Founding Affidavit is to state *"Save to admit that it is our submission that a meeting took place on 9 December 2021 at which the oral agreement was concluded,..."* and to deny the content of paragraph 7.3.4 and put Treister to the proof thereof.

The First and Second Defendants furthermore aver that the outstanding obligations to SARS were substantial and were diminished after the involvement of the consultant. In support of this averment the First and Second Defendants attach to the Opposing Affidavit Vat Statements of Account for the period 2017/03/01 to 2018/02/28 (with a closing balance of R472 130.29), 2018/03/01 to 2019/02/28 (with a closing balance of R613 850.78) and 2021/03/01 to 2021/12/31 (with a closing balance of R58 881.25). The VAT Statements of Account for the periods 2019/03/01 to 2020/02/28 and 2020/03/01 to 2021/02/28 are omitted from the Opposing Affidavit. The VAT Statement for the period 2021/03/01 to 2021/12/31 reflects that the closing balance of R58 881.25 are made up of an arrear amount of R4 330.89 under 60 days and an arrear amount of R54 550.36 under 120+ days. Attached to the Founding Affidavit as Annexure "SJ4" is the VAT Statement of Account for the period 2021/03/01 to 2022/02/28. As is evident from this VAT Statement of

Account the last payment made to SARS was on 2021/11/25 and further that the Plaintiff appears in good standing with SARS. The version of the First and Second Respondents that the outstanding obligations to SARS were substantial and were diminished after the involvement of the consultant is therefore improbable and stands to be rejected. The First and Second Defendants do not put up any material facts with regards to the consultant subsequent to the alleged meeting held on 9 December 2021. The consultant has since passed away. It is unclear when the consultant passed away.

The Court is asked to draw the inference that the reduction in the indebtedness was because of the consultant that was appointed, even though it is not supported by the pleadings.

The defence as pleaded by the First and Second Defendants does not raise any issue for trial.

The matter was previously enrolled on the unopposed summary judgment roll of 11 August 2025. The First and Second Defendants served their Opposing Affidavit on 7 August 2025, 1 (one) court day before the hearing. The matter was subsequently removed from the roll and costs reserved.

In the circumstances I am going to grant summary judgment against the First and Second Defendants in favor of the Plaintiff in the amount of R150 000.00 together with interest on the amount of R150 000 from 10 December 2021. Cost on a party-party scale, scale Bi including the reserved cost of 11 August 2025.

If the parties can prepare a draft order and just email it to my secretary, I can sign it.

[redacted]

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DREYER AJ

ACTING JUDGE OF THE HIGH COURT

GAUTENG DIVISION, JOHANNESBURG

DATE: 19/5/2026

TRANSCRIBER'S CERTIFICATE

I, the undersigned, hereby certify that **so far as it is audible to me**, the aforegoing is a true and correct transcript of the proceedings recorded by means of a digital recorder in the matter between:

DER ZUCKER BACKER (PTY) LTD // SHANI RAE INKACHI PARKER

CASE NUMBER	:	136898/2024
RECORDED AT	:	JOHANNESBURG
DATE HELD	:	28-04-2026
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PROBLEMS EXPERIENCED WITH RECORDING

1. **There is a terrible noise on the recording and the presiding officer is very soft.**

DATE COMPLETED	:	15-05-2026
TRANSCRIBER	:	FJ JOOSTE

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