IN THE HIGH COURT OF SOUTH AFRICA
WESTERN CAPE DIVISION, CAPE TOWN

Case No.:**2026-025742**

In the matter between:

PARFUM DE PARIS (PTY) LTD Applicant

and

DELLA INVESTMENTS (PTY) LTD Respondent

Coram: Montzinger AJ

Heard: 27 March 2026

Delivered: 18 June 2026

Summary: — Application proceedings – Applicant seeks urgent interdictory declaratory relief in respect of the existence of a lease agreement – urgency disputed – on the merits a genuine dispute of fact arose – court has discretion – exercise discretion not to resolve the factual dispute – no pronouncement on the merits – application dismissed.

ORDER

1. The application is dismissed.

2. The applicant to pay the respondent's wasted costs of the proceedings on 12 and 13 March 2026 on a party-and-party scale.

3. The applicant to pay the respondent's costs of the application on a party-and-party scale.

JUDGMENT

Montzinger AJ

Introduction

[1] This is an application started out as one of urgency.

[2] The applicant, Parfum de Paris (Pty) Ltd[1], is a company that carries on business as a retailer of perfumes and related goods from Shop […], The Village Centre, F[...] M[...] Drive, Gordon's Bay. It is represented by Mr Sadji Amine, its only shareholder and director. The respondent, Della Investments (Pty) Ltd, is the owner and operator of The Village Centre, a shopping centre in Gordon's Bay of which the applicant has been a tenant, in one shop or another, for more than ten years.

[1] In its notice of motion the applicant sought, in the main, declaratory and interdictory relief. The relief sought included a declaration that a valid and

[1] It was formerly known as A & F Mediterranean (Pty) Ltd and underwent a change of name on 19 February 2025

binding lease agreement exists between the parties in respect of Shop [...]. Also a declaration that the respondent's notice to vacate the premises by 1 March 2026 is unlawful, invalid and of no force or effect. Another declaration that the applicant is entitled to remain in occupation, subject to compliance with the terms of the lease, until 31 October 2027. Lastly, an interdict restraining the respondent from taking any steps to evict the applicant prior to the lawful termination of the lease. The applicant also wants costs on the attorney-and-client scale.

[2] By the time the matter was argued the relief had been materially reduced. The applicant abandoned the interdictory relief as well as the relief directed at the alleged notice to vacate and that the respondent cannot launch eviction proceedings. What remained for determination on the merits was whether the parties concluded a further (or "new") lease in respect of Shop [...] which entitles the applicant to remain in occupation, on the terms of that lease, until 31 October 2027.

Procedural overview

[3] The procedural development of this matter is unusual and bears directly on the question of costs. It is therefore necessary to set it out in some detail.

[4] The application was issued and set down for hearing as an urgent application on 12 March 2026. In its notice of motion the applicant called upon the respondent to deliver its answering affidavit on or before 6 March 2026. The respondent delivered its answering affidavit on 28 February

2026. The answering affidavit, deposed to by Mr Richard Colyn, the respondent's general manager, introduced a confirmatory affidavit by Mr Anthony Edward Julian de la Fontaine, who is the person whom the applicant alleges acted as the respondent's representative in concluding the disputed lease. After delivery of the answering affidavit the parties exchanged a series of letters.

[5] By letter dated 9 March 2026 the applicant's attorneys, Lucas Dysel Crouse Incorporated ("Lucas Deysel"), took the position that the respondent had created a dispute of fact, in particular through the introduction of the evidence by Mr de la Fontaine, and that the applicant required time to conduct a thorough search of earlier records and to interview role-players so as to ensure that the truth is presented to the Court. It was communicated on behalf of the applicant that the matter cannot proceed on 12 March 2026 as intended and gave notice that it intended either not to set the matter down or, if it had been set down, to ask the Court to postpone it to a mutually convenient date.

[6] By letter dated 10 March 2026 the respondent's attorneys, Kulenkampff & Associates, took the view that the application was an urgent one that had been enrolled for 12 March 2026 and should proceed on that day. They denied that the respondent had created a dispute of fact, contending that it had merely demonstrated, predominantly by reference to communications emanating from the applicant and its own attorneys, that the applicant's version did not withstand scrutiny. They declined to extend an earlier

tender, dated 25 February 2026, and invited the applicant either to withdraw the application and tender costs, or to arrange that the matter be heard.

[7] On 11 March 2026 the applicant's attorneys reiterated that, in their view, a dispute of fact had been created, now adding that the respondent had also introduced a Mr Bobby Ffoulkes into its papers. It was communicated by the applicant's attorney that the matter had been removed from the urgent roll and would not proceed on 12 March 2026, and that the applicant reserved the right to deliver a replying affidavit.

[8] A notice of removal from the urgent roll, dated 9 March 2026, was uploaded on the Court Online system at 10h08 on 11 March 2026. In further correspondence the applicant proposed that it deliver its replying affidavit by 25 March 2026 and that the parties thereafter approach the Court for a hearing date. The respondent rejected that proposal as unacceptable and stated that it would address the matter in court, presumably on 12 March 2026.

[9] On 12 March 2026 the matter was called. There was no appearance for the applicant. Mr Kulenkampff appeared for the respondent. He submitted that the applicant was not at liberty unilaterally to remove from the roll an application which it had itself enrolled and set down as urgent, and that the matter was accordingly properly before the Court. He asked the Court not merely to strike the matter from the roll for want of urgency but to determine it. After hearing Mr Kulenkampff I reserved judgment.

[10] Later that same day my registrar was contacted by Mr Hack SC of the Cape Bar, who indicated that he was on brief to appear and argue the matter on behalf of the applicant. As I had not yet issued any order or delivered judgment, I directed that both Mr Kulenkampff and Mr Hack appear before me on 13 March 2026 so that the further conduct of the matter could be determined.

[11] On 13 March 2026, having heard both representatives, I issued an order postponing the matter for hearing on 27 March 2026, together with directions for the delivery of the applicant's replying affidavit and the parties' heads of argument. The replying affidavit, together with supporting affidavits by Ms Lynette Dawn Amundsen and Mr Bobby Ffoulkes, was duly delivered, heads of argument were exchanged, and the matter was argued before me on 27 March 2026.

The relevant context to the dispute

[12] It is common cause that the relationship between the parties is one of landlord and tenant, that the applicant has traded from The Village Centre for over ten years. It is further not disputed that the applicant is presently in occupation of Shop [...], and that it has paid the rentals levied upon it and is up to date with its payment commitments.

[13] It is also common cause that the parties during April 2023 concluded a written agreement of lease in respect of Shop 3, a copy of which the applicant annexed to its founding affidavit as "FA4" (the "April 2023

lease"). That agreement records the leased premises of Shop 3, an initial period of 1 March 2022 to 1 March 2024, a monthly rental of R24 012.00 (inclusive of VAT), a renewal period of two years *"in the sole discretion of the Landlord"*, and a main permitted use described as Perfume Shop. The April 2023 lease contains a non-variation clause (clause 15.2) recording that no variation, amendment or cancellation of the lease shall be binding unless reduced to writing and signed by both parties, and a clause (clause 23.2) contemplating the relocation of the tenant to other suitable premises within the centre.

[14] What is disputed is the basis upon which the applicant came to occupy Shop [...], and the period for which it is entitled to remain there. On the applicant's version, during the currency of the Shop 3 April 2023 lease it was approached by Mr de la Fontaine, whom it understood to represent the respondent, and offered the larger Shop [...] as an opportunity to expand its business. The applicant says that it was given, and signed, a new standard-form lease in respect of Shop [...] commencing on 1 November 2023 for an initial period of two years to 31 October 2025, with a right of renewal for a further two years to 31 October 2027, and that it was assured the renewal would be automatic.

[15] The applicant took occupation of Shop [...] on or about 1 November 2023, signed the lease some two weeks later and returned it to Mr de la Fontaine, but never received a counter-signed copy despite repeated requests, being told on each occasion that the document was on the director's desk for

signature. Relying on these assurances, the applicant says, it expended approximately R300 000.00 on fitting out the new premises and paid an increased rental, which rose from R24 012.00 per month to R46 000.00 and then to approximately R51 000.00 per month.

[16] The applicant says that the dispute crystallised in late 2025 and early 2026. In December 2025 it sought to sell its perfume business to a willing purchaser for R4 300 000.00, but had to refund the deposit when, during the purchaser's due diligence, the question of the lease arose. On enquiry the applicant was told by Mr Colyn, that the lease would not be signed and that the tenancy would terminate. This, the applicant contends, was contrary to the representations made to it by Mr de la Fontaine and to the manner in which the parties had conducted themselves.

[17] The respondent's version is materially different. It contends that the April 2023 lease governs the relationship between the parties and that the applicant relocated from Shop […]2 to Shop [...] in November 2023 pursuant to the relocation clause of that agreement and not by virtue of any fresh or new lease. Further the respondent contended that the applicant holds no agreement of lease in addition or subsequent to FA4.

[18] According to the respondent the fixed period of the April 2023 lease, on its version, came to an end on 1 March 2026, whereafter the applicant would hold over on a month-to-month basis terminable on one calendar months' notice. The respondent also asserted that it never gave the applicant a notice to vacate and that the applicant is in breach of the permitted-use and related

provisions of the lease, and it has placed the applicant on terms in that regard. The respondent denies that any new lease was concluded and characterises the application as an abuse of process designed to frustrate its intended eviction proceedings.

[19] It was against this background that the applicant launched the present application.

The issues for determination

[20] At the hearing on 27 March 2026 the applicant, sensibly in my view, did not persist with all of the relief set out in its notice of motion. Mr Hack made it clear that the interdictory relief in prayer 3 (paragraph 2.4 of the notice of motion) was no longer pursued, and that the relief in paragraphs 2.2 and 2.3 was likewise not persisted in. What the applicant pursued was the declaratory relief in paragraph 2.1, understood as a declaration that the parties had in fact concluded a *further lease* in respect of Shop [...] entitling the applicant to remain in occupation, subject to the terms of that lease, until 31 October 2027.

[21] The issues that accordingly remain for determination are the following:

(a) whether the applicant made out a case for urgency;

(b) whether the applicant is entitled to a declaration that a new lease was concluded in respect of Shop [...] enduring until 31 October 2027, or

whether the matter is precluded by a dispute of fact incapable of resolution on the papers; and

(c) the costs of the application, including the wasted costs occasioned on 12 and 13 March 2026.

The issue of urgency

[22] The respondent contended in its answering affidavit, and in argument, that the matter was not urgent. Its principal submissions were that it had not given the applicant any notice to vacate. Further that it could in any event evict the applicant only by way of a court process, in which the applicant's rights would be fully protected; and that, on the authority of *Zoo Lake Bowling Club*[2] that found that where a respondent does not intend to act otherwise than through the courts, an applicant cannot demonstrate the apprehension of harm necessary to sustain urgent interdictory relief.

[23] There is a tension in the respondent's position that must be addressed. While it strenuously contended that the matter was not urgent, Mr Kulenkampff at the same time urged the Court not to strike the matter from the roll but to determine it on the merits. The two stances do not sit comfortably together. A litigant cannot, in the same breath, contend that a matter is insufficiently urgent to be entertained and yet ask the Court to dispose of its merits. I nonetheless understand the rationale for the respondent's approach. It is concerned that the applicant is employing a

[2] *Zoo Lake Bowling Club v City of Johannesburg Property Company (Soc) Ltd and Others* (23848/2013) [2015] ZAGPJHC 1 (14 January 2015) par 10

stratagem to forestall eviction proceedings in another forum, and that a mere striking of the matter from the roll for want of urgency would leave the issues raised in these papers to resurface in subsequent proceedings as *lis pendens*.

[24] In my view the matter was sufficiently urgent to be entertained as such. The applicant had, on its version, conducted its affairs for a considerable period in the belief that its occupation of Shop [...] was secured until at least 31 October 2027. It was confronted, before the launch of the application, with the respondent's assertion that its occupation rested on an entirely different arrangement or understanding.

[25] In the context of this matter the applicant, a commercial tenant, cannot be criticised for approaching the court urgently in circumstances where it faced a fundamental reconfiguration or uncertainty of the basis of its occupation, with the attendant consequences for its ability to plan, to trade and to dispose of its business. In such circumstances it is entitled to approach the Court for clarity as to its legal position without delay. I am satisfied that it acted with sufficient expedition once the respondent's stance became apparent. The matter was properly before me as one of urgency.

The declaratory relief: was a new lease concluded?

The competing versions

[26] The gravamen of the remaining relief is the applicant's contention that a second, written lease was concluded in respect of Shop [...]. The applicant's

case, as deposed to by its sole director Mr Amine, is that Mr de la Fontaine presented it with such a lease, that he signed it on the applicant's behalf and returned it. Further, that he, Mr Amine, was assured it had been or would be signed by the respondent, and that both parties thereafter conducted themselves in accordance with its terms. The applicant took occupation of the larger premises, effecting improvements, and paying the higher rental, and the respondent levying that rental. The applicant is unable to produce the document, which it says was handed over in hard copy and never returned to it counter-signed.

[27] The respondent denies that any such lease was concluded. Mr Colyn alleged that the respondent is not in possession of any agreement of lease in addition to the April 2023 lease that was signed by the applicant. He also claims that the applicant relocated from Shop […]2 to the current Shop [...] in terms of the relocation clause of the April 2023 lease and that the applicant has, in successive communications, advanced a series of mutually destructive versions of its tenure. The respondent identifies, in particular, the following:

(i) a version, reflected in an email of 13 January 2026, in which Mr Amine appeared to accept the respondent's statement that the existing lease would come to an end on 1 March 2026;

(ii) the version in the founding affidavit, namely a lease running from 1 November 2023 to 31 October 2025, with a two-year renewal to 31 October 2027, signed during November 2023;

(iii) a version in an email of 26 January 2026, in which Mr Amine asserted that he had relocated from Shop […]2 to Shop [...] "under the same terms", held over month-to-month until September 2024, and was then presented by Mr de la Fontaine with a new 24-month lease ending 1 September 2026; and

(iv) a version in the attorneys' letter of 28 January 2026, and in a letter of 31 October 2025, postulating a five-year lease and occupation until September 2028.

[28] Mr Amine's answer, in reply, on behalf of the applicant, is that he is a shopkeeper for whom English is a second language and who has no legal training. Further, that the apparent inconsistencies are the product of misunderstanding and the passage of time rather than dishonesty. Moreover, that he was throughout disadvantaged by not having a copy of the lease he had signed. Also, he points out that the parties' conduct since he moved to Shop [...] is not consistent with the respondent's explanations.

[29] In support of his contention, Mr Armine places particular reliance on the form of Mr de la Fontaine's confirmatory affidavit. That affidavit contains only two sentences and does no more than confirm the contents of Mr Colyn's affidavit "*in so far as it relates to me"*. It contains no express denial that Mr de la Fontaine presented the applicant with a new lease, or that he received a signed version of the new lease from Mr Amine or that the applicant's occupation of Shop [...] will be governed by the new lease presented and signed by Mr Amine. Furthermore, Mr Amine provides

factual context and detail around the circumstances that resulted in him being approach by Mr. de la Fontaine and him signing the new lease. None of those facts are engaged with in Mr de la Fontaine's confirmatory affidavit.

[30] In fact on closer scrutiny the main answering affidavit does not engage at all with Mr Amine's allegations that Mr de la Fontaine approached him in November 2023 and offered him a new lease, which he then signed on behalf of the applicant. The answering affidavit also does not deal with the allegations by Mr Amine that he regularly followed up on the status of the signature of the new lease. The only reference to Mr de la Fontaine in the answering affidavit with reference to applicant's case is where the respondent is setting out the different versions on which the applicant relies. In doing that reference is made to e-mail correspondence by Mr Amine. So, while Mr de la Fontaine's confirmatory affidavit confirms the allegations in the answering affidavit as it relates to him, as a matter of evidence the allegations by Mr Amine that resulted in him signing a new lease that resulted in the applicant taking occupation of Shop [...] are in fact not properly disputed and favours the applicant.

The legal position: disputes of fact in motion proceedings

[31] The applicant seeks a declaration as to the existence and terms of a contract. The relief sought is therefore final in effect. The approach to be adopted

where final relief is sought on motion and the facts are disputed is well settled[3] as a court is generally confined to the common-cause facts[4].

[32] However, where real disputes of fact arise on the affidavits, the court is not obliged mechanically to grant or refuse relief but rather enjoys a range of options provided by rule 6(5)(g)[5]. A court may dismiss the application outright if the disputes were reasonably foreseeable and the applicant nonetheless chose motion proceedings[6] or if the application is not dismissed the court can adopt the procedure that is best to ensure that justice is done with the least delay[7] and in that regard exercises a discretion[8]. The court can also decide the matter on the respondent's version[9] or resolve the dispute where it is possible of resolution on the papers. The choice between these courses is a matter for the discretion of the court, to be exercised judicially having regard to the nature of the dispute, the relief sought, and the interests of justice.

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[3] *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A) at 634E–635C confirmed in *National Director of Public Prosecutions v Zuma* 2009 (2) SA 277 (SCA)
[4] *Plascon-Evans supra* at 634
[5] Rule 6(5)(g) provides: Where an application cannot properly be decided on affidavit the court may dismiss the application or make such order as it deems fit with a view to ensuring a just and expeditious decision. In particular, but without affecting the generality of the afore-going, it may direct that oral evidence be heard on specified issues with a view to resolving any dispute of fact and to that end may order any deponent to appear personally or grant leave for such deponent or any other person to be subpoenaed to appear and be examined and cross-examined as a witness or it may refer the matter to trial with appropriate directions as to pleadings or definition of issues, or otherwise
[6] *Room Hire Co (Pty) Ltd v Jeppe Street Mansions (Pty) Ltd* 1949 (3) SA 1155 (T)
[7] *Johannesburg City Council v The Administrator Transvaal (1)* 1970 (2) SA 89 (T)
[8] *Cresto Machines(Edms) Bpk v Die Afdeling Speuroffisier SA Polisie Noord-Transvaal* 1970 (4) SA 350 (T) 365; *Pautz v Horn* 1976 (4) SA 572 (O)
[9] As per the *Plascon-Evans supra* approach

Application to the facts

[33] There plainly is a genuine dispute of fact on the main issue, namely whether a new lease for Shop [...] was concluded on terms enduring until 31 October 2027. The applicant asserts that such a lease was presented to Mr Amine, by Mr de la Fontaine which he signed and the parties acted upon its terms. The respondent asserts, on the basis of its general manager's knowledge and its records, that no such lease exists and that the relationship is governed by the April 2023 lease as supplemented by a relocation and a holding-over arrangement. These are irreconcilable accounts of what was agreed and done.

[34] I am unable to resolve that dispute on the papers, and I am unable to do so in either party's favour. Final relief cannot be granted to the applicant on the *Plascon-Evans* approach, because the respondent's denial of a new lease is not a bald or untenable one that can be rejected on the papers. The respondent's version is supported by the absence of a signed document in addition to the April 2023 lease, and by the series of inconsistent dates and durations appearing in the applicant's own correspondence. Equally, however, the applicant's version cannot be dismissed as so far-fetched or palpably implausible as to warrant its rejection merely on the papers. Several features of the record also supports the applicant's claim.

[35] First, and most significantly, the confirmatory affidavit of Mr de la Fontaine, the very individual alleged to have presented the new lease and to have represented that it was signed, does not engage with that allegation at

all. It is a bare confirmation of Mr Colyn's affidavit. Mr de la Fontaine was the best person to answer Mr Amine's allegations of the conclusion of the 'new lease'. In particular having regard to the fact that Mr de la Fontaine was also the person that signed the April 2023 lease. The applicant's version that he engaged with Mr de la Fontaine on the conclusion of a new lease and that a new lease was in fact signed on behalf of the applicant does not strike me as untenable and cuts against rejecting the applicant's version out of hand.

[36] Secondly, there is force in the applicant's observation that the respondent's reliance on the non-variation clause is double-edged. It is common cause that, when the applicant moved into Shop [...], the demarcated premises changed and the monthly rental increased very substantially, from R24 012.00 to R46 000.00 and then to approximately R51 000.00. If, as the respondent insists, the April 2023 lease continued to govern the relationship and any variation of it had to be reduced to writing and signed by both parties, one would expect to find something in writing, an addendum or the like, recording the change of premises and rental. The respondent has not produced such a clear document. That does not establish the applicant's version, but it does mean that the respondent's account is not without its own difficulties, and it reinforces my conclusion that the competing versions cannot be safely weighed on paper.

[37] These are not matters that can be resolved by a robust approach to the affidavits. They turn on the credibility of Mr Amine and Mr de la Fontaine,

on what passed between them, and on the proper inferences to be drawn from the parties' conduct over a period. Their resolution requires the hearing and testing of evidence from both sides. It would not, in my view, be a proper exercise of the Court's discretion to dismiss the application on the footing that the applicant's version is without merit, because the Court is simply not in a position, on these papers, to make any such finding. By the same token, the Court cannot find for the applicant.

Referral to oral evidence or dismissal?

[38] That leaves the choice between referring the dispute to oral evidence in terms of Rule 6(5)(g), a course the applicant foreshadowed in reply, and dismissing the application. I have concluded that dismissal, without any finding on the merits of either version, is the better exercise of the discretion in the particular circumstances of this case. I say so for the following reasons.

[39] The remaining relief seek a declaration as to the existence and duration of a contract. On the respondent's version, the relationship may shortly be overtaken by events as the respondent has placed the applicant on terms for alleged breaches and asserts that the lease may be cancelled, and it is in any event entitled, if it wishes, to seek the applicant's eviction through the courts.

[40] Whether the applicant occupies under a new lease enduring to 31 October 2027, under a holding-over terminable on notice, or on some other basis, is

precisely the question that would fall to be determined in such eviction proceedings. To keep these current proceedings alive by a referral to oral evidence would be to run, in this Court, a trial on issues that substantially overlap with, and may be rendered academic by, proceedings that the respondent is entitled to bring in another court. That is not an efficient or appropriate use of judicial resources, and it risks the very duplication and delay against which the respondent have legitimate concerns.

[41] Dismissal, by contrast, prejudices neither party on the merits. I therefore make no finding as to whether a new lease was concluded, or as to its terms, and nothing in this judgment is to be understood as expressing any view on the merits of that issue. The application falls to be dismissed because it raises a genuine dispute of fact that cannot be resolved on the papers, and not because the applicant's version has been found wanting.

Costs

[42] Two questions of costs arise. The wasted costs occasioned by the appearances of 12 and 13 March 2026, which was reserved, and the costs of the application itself.

The wasted costs of 12 and 13 March 2026

[43] The applicant submitted that the respondent ought not to be rewarded with the wasted costs of those dates, because it was improper for the respondent to insist on proceeding on 12 March 2026 in the applicant's absence.

[44] There is some merit in the criticism that the respondent might have adopted a more accommodating course on 12 March 2026. But the wasted costs of 12 and 13 March 2026 were, in substance, occasioned by the applicant. It was the applicant that elected to bring the application as one of urgency and to dictate a truncated timetable culminating in a hearing on 12 March 2026. It was the applicant that then sought, at the eleventh hour, to remove or postpone the matter unilaterally, without an agreement and without having timeously placed a notice of removal before the Court. Furthermore, it was the applicant that failed to appear on 12 March 2026 to explain its position to the Court.

[45] The confusion that necessitated the appearance on 12 March, and the further appearance on 13 March 2026 to regularise the conduct of the matter, was of the applicant's own making. In those circumstances the applicant must bear the wasted costs of both days. I am not persuaded that the respondent's conduct was such as to deprive it of those costs. However, I am also not persuaded that any punitive scale is warranted. The appropriate order is that the applicant pays the wasted party and party costs of 12 and 13 March 2026.

The costs of the application

[46] Costs ordinarily follow the result. The application is to be dismissed, and there is no reason to depart from the general rule that the unsuccessful party should bear the costs. The respondent sought a punitive costs order, on the

attorney-and-client scale, contending that the application was an abuse of process. I decline to make a punitive order for the reasons that follow.

[47] The application is being dismissed not because it was an abuse, but because it raised a genuine dispute of fact that could not be resolved on the papers, a feature for which both parties bear some responsibility. While the applicant's papers contained shifting versions and intemperate accusations, those features do not, in the circumstances, justify a punitive order as to costs. The applicant must pay the respondent's costs of the application on the party-and-party tariff. Since Mr Kulenkampff is an attorney who appear in the High Court the rate of his fees must also be specified in terms of Uniform Rule 67A read with rule 69(1) and (7).

[48] In respect of both costs orders I award scale A. I do so having regard to the factors in Uniform Rule 67A(3)(b) as the matter did not strike me as complex and the primary dispute between the parties did not concern an issue involving a monetary claim. Although I appreciate that commercial tenancy has an economic element to it, the relief concerned the parties rights and not an issue of the value of a claim.

Conclusion

[49] In the result, in the following order is made:

1. The application is dismissed.

2. The applicant to pay the respondent's wasted costs of the proceedings on 12 and 13 March 2026 on a party-and-party scale.

3. The applicant to pay the respondent's costs of the application on a party-and-party scale.

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A MONTZINGER

Acting Judge of the High Court

Appearances:

Attorneys for applicant:	Lucas Dysel Crouse Inc.
	R Nunes
Counsel for applicant:	Mr B Hack SC
Attorneys for respondent:	Kulenkampff & Associates
	Mr Kulenkampff