

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case No: 020842/2023

(1)	REPORTABLE: NO/ YES
(2)	OF INTEREST TO OTHER JUDGES: YES/ NO
(3)	REVISED: YES/ NO
DATE	11/6/2026
SIGNATURE	[Redacted Signature]

In the matter between:

CHRIS ANDRIES VAN DER WALT

Applicant

and

JUSTSOLVE (PTY) LTD

First Respondent

WILLEM BOTHA VAN DER VYVER

Second Respondent

SUNETTE VAN DER VYVER N.O.

Third Respondent

LOUIS JACOBUS SCHOEMAN N.O.

Fourth Respondent

JOHANN RABE

Fifth Respondent

JUSTSOLVE HOLDINGS (PTY) LTD

Sixth Respondent

This judgment is prepared and authored by the Judge whose name is reflected as such and is handed down electronically by circulation to the parties / their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines. The date for handing down is deemed to be 11 June 2026.

JUDGMENT

MAKHOBHA, J

[1] The applicant is Chris Van der Walt. He seeks an order compelling the amendment of Justsolve Securities Register to reflect him as the holder of 210 fully paid ordinary shares, constituting 60% of the issued share capital of Justsolve.

[2] He submits that he derives his entitlement to the shares from an apparent oral agreement concluded on or about 13 April 2016.

[3] The first respondent is the company, Justsolve (Pty) Ltd (Justsolve), upon whose shares the applicant claims.

[4] The matter was heard as an opposed motion on 18 November 2024, and this Court delivered the judgment and referred the matter for hearing under Rule 6(5)(g) of the Uniform Rules of Court.

[5] This Court referred the matter for the hearing of oral evidence on the following issues:

1. Whether the share certificate issued to the applicant on 26 May 2020, for 210 fully paid ordinary shares in Justsolve, was conditional, as alleged by the second respondent.
2. Whether the securities register of Justsolve stands to be amended to reflect the applicant as the holder of 60% (210 out of 350 shares) of Justsolve.

[6] The applicant led evidence of three witnesses, namely: the applicant himself; Mr Schmahl, an employee of Amoeba Mobile Solutions (Pty) Ltd; and Mr Terblanche, a witness who gave evidence regarding the licence agreement.

[7] The respondents elected to close their case without leading any witnesses.

[8] The applicant testified that he holds 60% of the shares in Justsolve, as per Annexure "CVDW122".¹ The second respondent also signed this Annexure "CVDW 122" on behalf of Lurise Trust.

[9] The Lurise Trust is a Van der Vyver family trust, and the second respondent signed on behalf of the trust. The fifth respondent has 5% of shares in the trust.

[10] The applicant further testified that his relationship with the second and third respondents began in 2016. Justsolve was registered on 3 March 2016, and the director is the second respondent.

[11] The applicant avers that the second respondent was paid a salary by the applicant's business and was working on the business premises. The parties agreed to use Van der Vyver's shelf company, namely Justsolve (Pty) Ltd. In 2019, the second respondent queried how the allocation of shares and dividends work.

[12] The applicant avers that the dividends in Justsolve were paid out at the agreed percentages to each and every shareholder, but the applicant never took his dividends to support continuous investment.

[13] The applicant alleges that he was disappointed when the second respondent did not regard him as the majority shareholder, despite the considerable effort and money, as well as projects, that had been put into the investment market.

[14] The applicant testified that he requested directorship from Justsolve, but the second respondent did not agree to that. It was submitted on behalf of Justsolve that there was a suspensive condition. The condition was that the applicant had to receive 20% of the revenue from Rissolve Limited.

¹ Caselines 003-303.

[15] During cross examination, it was put to the Applicant that he did not have shares in Justsolve until the suspensive condition was complied with.

[16] The Applicant denied that there was such a condition and further stated that he never had shares in Rissolve Limited.

[17] Brandon Chesson Schmahl testified that he was employed as a group financial manager. Justsolve was also in the group. The applicant and Mr Hauseham were in charge of Justsolve.

[18] Craig Cecil Terblanche was the last witness called by the applicant. He testified that he was a regional director as the master reseller for out systems in South Africa under a company called Platform Evolution.

[19] Mr Terblanche alleges that in April 2016, the applicant spoke to him about obtaining an out-of-system licence for Amoeba TSC in order to deliver a solution for them.

[20] It was submitted on behalf of the Applicant that the Court's referral for oral evidence was specifically to determine whether the shares were issued conditionally. The conclusion is that the second respondent failed to testify because he was not prepared to take the Court into his confidence, and he feared being exposed as being untruthful.

[21] It was contended by the applicant that the second respondent's refusal to testify entitles the Court to infer that he has no version on the issue referred to oral evidence by the court.

[22] The applicant further contends that the share certificates were issued unconditionally, that no reservation was stipulated therein, and that they were drafted by the second respondent, who arranged for their issue and signature. If there were conditions, the second respondent would have put them into the certificate or related documents.

[23] In addition, counsel for the applicant argued that the 2018 and 2019 dividends were issued in the agreed percentages. The first respondent's salary was paid by the applicant, Househam, and Amoeba's contingent.

[24] The second respondent opposes the applicant's counter-application, arguing that it is a matter for negotiation between the parties.

[25] It is contended by the counsel for the second respondent that the second respondent's affidavit is comprehensive, and it states in clear terms that the share certificate of 26 May 2020 was issued conditionally and not as an unconditional vesting of shares.

[26] It is contended further that the applicant bore the onus of proof throughout, and he failed to discharge it. The 20% obligation remained unfulfilled, and the second respondent conceded during his oral evidence that Justsolve was entitled to 20% of the income from products developed for Amoeba.

[27] Counsel for the respondents argued that no adverse inference can be drawn from the failure to call the second respondent because it was not necessary to do so.

[28] Counsel for the second respondent contended that the applicant failed to call an available witness, namely Mr Househam, because he would not be able to support the applicant's case.

[29] Finally, counsel for the respondents submits that both referred issues must be determined in favour of the respondents.

[30] Where the court in application proceedings refers the matter for oral evidence, the affidavits stand as evidence and do not dissipate.²

² *Wallach v Lew Geffen Estates* CC 1993 (3) SA 258 (A).

[31] The court may draw an adverse inference against the party who elected not to testify.³ The inference does not create a case where none exists, but once there is an evidential basis requiring an answer, the failure to testify becomes significant.

[32] In *Zeelie and Another v Zeelie and Others*,⁴ the court held the following:

“In my view, the court is entitled to draw an adverse inference from a party who deposed to an answering affidavit which raises a dispute of fact in motion proceedings on a crucial aspect where that party fails to present him or herself to give oral evidence after a referral. This is in line with the well-established rules of evidence.”

[33] In my view, the applicant, Mr Schmahl and Mr Terblanche gave their evidence in a clear and direct manner. The applicant did not contradict himself in any material respect.

[34] It is further my view that by failing to testify, the second respondent failed to give a version on the issue referred to oral evidence.⁵

[35] This Court therefore accepts that the share certificates were issued unconditionally.

[36] The Court finds that the second respondent's contention of Justsolve's entitlement of 20% of the revenue stream obligation is improbable.

Order

[37] I make the following order:

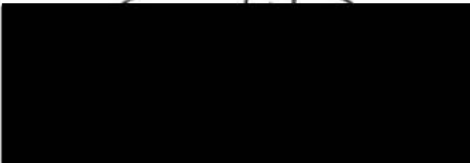
1. It is declared that the applicant is, with effect from 13 April 2016, the owner of 210 (representing 60%) of the fully paid ordinary shares of the 350 issued ordinary shares in Justsolve (Pty) Ltd, Registration No. 2016/0991127/07.

³ *Galante v Dickson* 1950 (2) 460 at 465, and *Jordaan v Bloemfontein Transitional Local Authority and Another* 2004 (3) SA 371 (SCA) at para 20.

⁴ [2024] ZAWCHC 375 at para 43.

⁵ *Lekup Prop Co No.4 (Pty) v Wright* 2012 (5) SA 246 (SCA) at para 32. See also *Combrink v Rautenbach and Another* 1951 (4) SA 357 (T) at 359G.

2. The first and second respondents are ordered forthwith to create or amend the existing securities register of Justsolve (Pty) Ltd, to reflect that the applicant holds 210 (representing 60%) of the 350 fully paid ordinary shares of the 350 issued ordinary shares in Justsolve (Pty) Ltd.
3. The counter-application is dismissed.
4. The First Respondent is ordered to pay the costs of the application including the costs of the counter application, and the costs of the oral evidence proceedings, such costs to include the costs of two counsel where two counsel were employed, the one being senior. The costs to be on Scale B.
5. The Applicant is ordered to pay the costs of the Respondents' application to set aside the *subpoenae duces tecum* issued by the Applicant, which *subpoenae* were abandoned at the close of the Applicant's case, such costs to include the costs of two counsel, one being senior, on Scale B.



D/MAKHOB
JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

Date of Hearing:

30 March 2026

Date of Judgment:

11 June 2026

Appearances:

For the applicant

: Adv J.O Williams SC and
Adv R. Raubenheimer

Instructed by

: Coombe Commercial Attorneys Inc

For the respondents

: Adv M.P. Van der Merwe SC
Adv C. Richard

Instructed by

: Weavind & Weavinc. Inc