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REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

CASE NUMBER: 2021-19074

(1)	REPORTABLE: YES / <u>NO</u>
(2)	OF INTEREST TO OTHER JUDGES: YES / <u>NO</u>
(3)	REVISED: YES / <u>NO</u>
07 JULY 2026 DATE	_____ SIGNATURE

In the matter between:

THE STANDARD BANK OF SOUTH
AFRICA LIMITED

Applicant

And

Mofokeng, Matsie Raphael
(IDENTITY NO: 6[...])

Respondent

JUDGMENT

LINDEQUE, AJ

1. There are two applications before me, namely an application for safekeeping of a financed vehicle, pending the finalization of an action in

respect thereof as well as an application for condonation in respect of the late filing of the applicant's replication and plea to the respondent's counterclaim as well as its replying affidavit in the condonation application.

BACKGROUND

2. On 22 April 2021, the applicant served a combined summons on the respondent seeking relief in respect of a 2014 Land Rover Range Rover Sport 5.0 with engine number 1[...] ("the vehicle") which the applicant financed in terms of an instalment sale agreement ("the agreement") to the respondent.
3. The applicant seeks confirmation of cancellation of the agreement, an order directing the respondent to restore possession the vehicle to the applicant, retention of all monies paid by the respondent and leave to apply for damages, if any.
4. The respondent delivered an amended plea and counterclaim on 24 January 2024. The respondent's amended plea includes *in limine* special pleas of prescription, *lis pendens* and *locus standi*.

5. The applicant served its replication to the respondent's special pleas and plea as well as its plea to the respondent's counterclaim on 8 July 2025.
6. As Rule 25 of the Uniform Rules of Court affords a party 15 days to file a replication, the replication was due on 12 February 2024 and was filed 17 months late.
7. Rule 26 of the Uniform Rules provides that a party who fails to deliver a replication within the time stated in Rule 25 shall be *ipso facto* barred. If a party fails to deliver any other pleading within the time laid down in the rules or within any extended time allowed in terms thereof, a notice of bar has to be served on such party to deliver such pleading within 5 days after the day upon which the notice is delivered.
8. It is common cause that no notice of bar was served on the applicant in respect of its failure to have delivered its plea to the respondent's counterclaim timeously.
9. On 8 April 2025 the applicant launched an application that, pending the finalization of the action, the respondent be ordered to deliver the vehicle into the sheriff's possession for safekeeping and that the storage costs in

respect thereof shall be for the applicant's account. The respondent opposes the application.

10. The applicant's replying affidavit in the safekeeping application was filed on 7 July 2025, which was 30 court days late in terms of the Uniform Rules of Court.

CONDONATION APPLICATION: APPLICANT'S CONTENTIONS

11. The applicant relies on an affidavit deposed to by Ms Elsie Wall who avers that she is a manager of Defended Legal, Personal and Private Banking Credit at the applicant.
12. She contends that the respondent's answering affidavit to the application for safekeeping raised substantive legal and factual contentions that required consultation with counsel and senior representatives of the applicant.
13. Furthermore, she contends that the drafting of the replication and plea to the counterclaim similarly required a full review of the respondent's

amended plea and newly introduced counterclaim, which included multiple defences not previously raised.

14. She contends that the applicant's counsel's availability was constrained due to other instructions and prior commitments and further that the internal approval process within the applicant, involving multiple departments and a structured hierarchy, further contributed to unavoidable administrative delays in the finalisation and sign off of the relevant pleadings.
15. She further contends that the applicant has a strong case on the merits, both in respect of the application for safekeeping and in its defence to the respondent's counterclaim. She further contends that the applicant seeks to recover possession of a financed asset under a valid and enforceable instalment sale agreement and that the respondent has failed to comply with its repayment obligations since 2016.
16. She further contends that the respondent has not demonstrated any material prejudice occasioned by the late filing of the replying affidavit or the replication and plea to the counterclaim.

17. She contends that it will be in the interests of justice if the court exercises its discretion under Rule 27(3) to condone non-compliance of the time periods and that it would be in the interests of justice to grant condonation, particularly in view of what she calls a *bona fide* reasonable explanation for the delay, the absence of any demonstrable prejudice to the respondent, the importance and merits of the applicant's case and the broader imperative to resolve disputes on the merits rather than on procedural technicalities.
18. The applicant tenders the costs of the application on the ordinary scale in the event that it is not opposed, but should the application be opposed unreasonably, the applicant seeks a costs order against the respondent on the scale as between attorney and client.

CONDONATION APPLICATION: RESPONDENT'S CONTENTIONS

19. The respondent contends that the applicant has not separated the grounds for the delay in filing its replying affidavit in the safekeeping application and for the delay in filing its replication and plea to the counterclaim in that it furnished the same grounds to explain the delay in respect of both delays.

20. The respondent further contends that the reasons furnished by the applicant are misleading and untrue and that the applicant has not made out a case for condonation and that it would not be in the interests of justice for this court to grant condonation under these circumstances.
21. The repeating theme of the respondent's contentions is that the applicant has failed to bring this matter to trial for many years and that the applicant has resorted to the safekeeping application as a quick and cheap manner of snatching victory without going to trial.
22. The respondent contends that there would be no prejudice to the applicant if condonation is refused due to the applicant's laxity regarding the matter over a period of 8 years which shows that the preservation of the condition of the motor vehicle is not of paramount concern to the applicant.
23. The respondent avers that he will suffer great and irreparable harm, psychologically, financially and employment wise should condonation be granted to the applicant.

24. The respondent further submits that it will be contrary to the principles of fairness and the interests of justice should condonation be granted to the applicant in circumstances where employees or agents of the applicant allegedly fraudulently attempted to dispossess the respondent of the vehicle by misrepresenting to him that there was a court order allowing them to do same. The respondent denies these allegations.
25. The respondent contends that the prejudice he would suffer cannot be cured by a tender of wasted costs as the applicant does not wish the matter to go to trial and that the applicant “*simply wants to take the vehicle without answering for its sins in Court*”.
26. The respondent further contends that after the applicant’s initial action, instituted in 2016, against him in respect of the vehicle was withdrawn by means of a notice of withdrawal dated 7 September 2018, the applicant did not care about the vehicle or its safekeeping until 2024 and that if the welfare of the vehicle was a concern to the applicant, the applicant would have applied for safekeeping after serving its notice of withdrawal in September 2018.

27. He also contends that the applicant applied for safekeeping out of spite because the respondent refused to be bullied by the applicant's monthly insistence that the respondent furnish proof of insurance and the location of the vehicle.
28. The respondent contends that the court should exercise its discretion to grant condonation against the applicant as the applicant has no prospect of success in warding off the respondent's counterclaim and the special plea of *lis pendens* and that the reasons for the delay are flimsy, unsubstantiated and ridiculous.

CONDONATION APPLICATION: COURT'S DISCRETION

29. In its replying affidavit the applicant contends that the gist of the matter is that the proceedings have their genesis in a claim regarding the breach of an instalment sale agreement wherein the applicant agreed to finance the sale of a motor vehicle to the respondent. The respondent has stopped paying for the vehicle, refused to return same and refused to provide proof of insurance, hence the need for the application for the interim attachment of the vehicle for its safekeeping until the final outcome of the action.

30. The standard for considering an application for condonation is the interests of justice. However, the concept '*interests of justice*' is so elastic that it is not capable of precise definition.¹
31. Interests of justice includes the nature of the relief sought, the extent and cause of the delay, the effect of the delay on the administration of justice and other litigants, the reasonableness of the explanation for the delay, the importance of the issue to be raised and the prospects of success.²
32. The ultimate determination of what is in the interests of justice must reflect due regard to all the relevant factors, but it is not necessarily limited to those factors mentioned above. The particular circumstances of each case will determine which of these factors are relevant.³
33. Condonation cannot be had for the mere asking and the party seeking condonation must make out a case entitling it to the court's indulgence showing sufficient cause. This requires a party to give a full explanation for its non-compliance with the rules or the court's directions. The

¹ Grootboom v National Prosecuting Authority and Another 2014 (2) SA 68 (CC) at paragraph 22.

² Grootboom, *supra*, paragraph 22.

³ Grootboom, *supra*, paragraph 22.

explanation must cover the entire period of the delay and be reasonable enough to excuse the default.⁴

34. As mentioned above, the applicant gives the same explanation for the late filing of its replication which was 17 months late, and its replying affidavit which was 30 court days late.
35. To attribute a 17 month delay to the fact that the respondent raised substantive legal and factual contentions that required consultation with counsel and senior representatives of the applicant, finding supporting documentation, counsel's availability and applicant's internal approval processes is not a reasonable explanation for the lengthy delay in these circumstances. The applicant, being a publicly listed commercial bank, dealing with a multitude of litigation on a daily basis, as is evident from the weekly court rolls, should be quite capable of keeping to timeframes prescribed by the rules of court as a matter of course.
36. However, the relief sought in the main action is of a vindicatory nature in that the applicant is seeking the return of its vehicle from the respondent

⁴ Grootboom, *supra*, paragraph 23; Van Wyk v Unitas Hospital and Another (Open Democratic Advice Centre as *amicus curiae*) 2008 (2) SA 472 (CC) at paragraphs 20 and 22.

who has failed to pay any instalments in respect thereof since December 2016, whilst the respondent's first special plea of prescription relies on a "*debt*" in terms of section 10(1) of the Prescription Act, 1969. Therefore, the applicant's prospects to defeat the first special plea seem reasonable.

37. Furthermore, the respondent's second special plea of *lis pendens* is based upon proceedings which are still pending between the parties since 6 December 2016 under case number 41823/2016. The respondent pleads that the said 2016 summons has not been withdrawn by the applicant. However, the applicant attaches a notice of withdrawal of the said action to its replying affidavit, which was seemingly received by the respondent on 18 September 2018. Therefore, the applicant's prospects of success to defeat the respondent's second special plea also seem reasonable.

38. The applicant's prospects of success in obtaining the relief sought in its particulars of claim seem reasonable despite the respondent's other defences, namely that the applicant's claim is in contravention of the National Credit Act, No 34 of 2005, in that the applicant has no *locus standi* to issue summons as its claim in respect of the vehicle has been

sold to an unnamed third party; that there is no provision that the applicant may cancel the credit agreement and claim for the return of the vehicle and that the certificate of balance has been incorrectly calculated.

39. Furthermore, the applicant's prospects of success against the respondent's counterclaim, namely that the applicant has been unjustly enriched in the sum of R740 938,17 as a result of the applicant's breach of the terms of an alleged amended agreement, whilst the respondent has not been paying instalments on the vehicle since December 2016, seems reasonable.

40. Although the applicant did not provide a reasonable explanation for the whole of the extent and the cause of the delay in its condonation application, in these circumstances where the applicant is seeking to recover possession of its own asset, namely the motor vehicle which is in possession of the respondent and who is in turn not paying the applicant in terms of the agreement or at all and where it seems that the applicant has a reasonable prospect of success to defeat the multitude of defences raised by the respondent in the main action, it will be in the interests of

justice to condone the late filing of the applicant's replication in the main action and its replying affidavit in this condonation application.

41. The effect of granting the condonation in respect of the late filing of the replication would be that the automatic bar in respect of the filing thereof is lifted.
42. The applicant does not need condonation for the late filing of its plea in respect of the respondent's counterclaim, in that it is common cause that the respondent has not served a notice of bar on the applicant in respect thereof and the delivery thereof on 8 July 2025 was therefore regularly effected in terms of the Uniform Rules of Court.

THE APPLICATION FOR SAFEKEEPING OF THE VEHICLE

43. As mentioned above, the applicant seeks an order that pending the outcome of the action, the respondent delivers the financed motor vehicle

in his possession to the sheriff for safekeeping and that the costs of storage and safekeeping of the motor vehicle shall be for the applicant's account.

44. The agreement between the parties was concluded on 6 March 2014 in terms whereof the respondent should have paid 59 instalments commencing 1 May 2014 with a final instalment due on 1 April 2019.
45. The deponent to the applicant's founding affidavit in the application for safekeeping is Ms Ayesha Hoosen, who describes herself as a manager, Defended, Legal, Personal & Private Banking Credit of the applicant. She refers the court to the main action by attaching a copy of the combined summons and particulars of claim with the annexures thereto as annexure "FA2" to her affidavit. Upon perusal of the annexure "FA2", same is not complete as it lacks the "*Part B - Terms and conditions for Vehicle and Asset Finance Instalment Agreement (Natural)*" (hereinafter "Part B – Terms and Conditions").
46. Ms Hoosen refers to various clauses in what she describes as the "*general terms and conditions of the Agreement*" between the parties, namely clause 4.2, which according to her determines that ownership of

the vehicle would remain vested with the applicant until the respondent has paid all amounts due and complied with his obligations under the agreement; clause 6.1.4 that the respondent would be obliged to maintain and service the vehicle in accordance with the manufacturer's specifications; clause 8.1.1 that the respondent must ensure that the vehicle is comprehensively insured against all risks for which such vehicle is normally insured; clause 8.1.2 in terms whereof the respondent allegedly must ensure that the applicant is provided with proof of insurance at the applicant's request for the vehicle from time to time; clause 6.3 in terms whereof the applicant or his representatives allegedly may at all reasonable times inspect the vehicle at any premises where it is kept; clause 19.1.1 in terms whereof the respondent would allegedly be in breach of the agreement if he, *inter alia*, fails to make payment on the due date; clause 19.3.2 which allegedly provides that in the event of a breach of the agreement the applicant would be entitled, *inter alia*, to take possession of the vehicle in terms of an attachment order as well as other provisions of the alleged general terms and conditions of the agreement.

47. The respondent contends that the terms and conditions referred to above and as set out in the applicant's founding affidavit do not correspond with

the provisions of Part B – Terms and Conditions, which are attached to the particulars of claim.

48. Upon perusal of Part B – Terms and Conditions, annexed to the particulars of claim, which is very difficult to read as a result of the quality of the document uploaded, I found that the respondent is correct and although some of the terms alleged in the founding affidavit are contained in Part B – Terms and Conditions in more or less the same terminology, that the clause numbers as referred to in the founding affidavit do not correspond with Part B – Terms and Conditions at all. Ms Hoosen clearly referred to a different document than Part B – Terms and Conditions when drafting the applicant's founding affidavit.
49. Ms Hoosen did not depose to the applicant's replying affidavit, but instead Ms Elsie Wall, who was also the applicant's deponent in the condonation application, deposed to same. No proper explanation is given for the mistake in the founding affidavit other than to state that the respondent does not dispute the terms of the agreement as alleged by the applicant and merely challenges the accuracy of the clause numbers' reference.

50. Ms Wall contends in reply on behalf of the applicant that the respondent cannot credibly deny that:

50.1 he has an obligation to pay monthly instalments of R22 165,31 with a final instalment of R469 392,00 at the expiry of the contract;

50.2 ownership of the vehicle remains vested in the applicant until final payment of the vehicle;

50.3 the vehicle should be maintained and serviced regularly and must be insured at all times during the subsistence of the agreement, with an obligation to provide proof of such insurance to the applicant when requested to;

50.4 in the event of termination of the agreement, the applicant is permitted to take possession of the vehicle, either under the agreement or as a common law vindicatory remedy.

51. She did not go further to reconcile the allegations in the founding affidavit regarding the provisions of the written agreement between the parties

with the clauses in Part B – Terms and Conditions. As a result, the court had to try to identify the relevant clauses in Part B – Terms and Conditions.

52. In terms of clause 3.1 of Part B – Terms and Conditions, the applicant shall remain the owner of the vehicle until the respondent has paid the applicant all amounts which he owes to the applicant in terms of the agreement when ownership of the vehicle will pass to him.
53. In terms of clause 4.8 of Part B – Terms and Conditions, the applicant, its representatives or agents, may at all reasonable times inspect the vehicle on any premises where it is kept.
54. In terms of clause 6 of Part B – Terms and Conditions, the respondent must insure the vehicle for all risks against which such goods are normally insured and for no less than the total of the respondent's obligations to the applicant in terms of the agreement from time to time with an insurance company and in terms of a policy that is acceptable to the applicant.

55. In terms of clause 6.4 of Part B – Terms and Conditions, the respondent consents that the applicant may enquire from his insurer at any time if the insurance policy is still in place and fully paid.
56. In terms of clause 18 of Part B – Terms and Conditions, the respondent would *inter alia* be in default if he failed to pay any amount payable under the agreement on the due date.
57. Mr Raqowa on behalf of the applicant submitted that the application was triggered by the respondent's attitude in refusing to give to the applicant particulars of the location of the vehicle and the respondent's resistance in providing the applicant with proof of insurance of the vehicle.
58. When the applicant asked the respondent for proof of insurance on 18 October 2023, it was provided with proof of insurance from 19 October 2023, which Mr Raqowa contends was a red light for the applicant. He further contends that thereafter and until August 2024, there was no response from the respondent in respect of the applicant's request for proof of insurance.

59. In the answering affidavit the respondent alleges that the vehicle is or was insured with different insurance companies but attaches no relevant proof in that regard.
60. Mr Raqowa submitted further that the fact that the applicant did not bring the application earlier shows that the applicant is not malicious. He also submitted that the applicant has no alternative remedy and that a damages claim will be empty as the respondent has not paid the applicant since December 2016. He therefore submitted that the respondent does not have money and the bank would not recover any damages from the respondent even if the applicant is successful in a damages claim.
61. Mr Maisela on behalf of the respondent submitted that the respondent has a reasonable prospect of success in his defences against the applicant and that there is an absence of prejudice on the part of the applicant.
62. Mr Maisela conceded that the respondent has paid no instalments since December 2016 but submitted that the respondent's special pleas cast serious doubt on the applicant's ownership of the vehicle and its special

plea of prescription also casts serious doubt on the applicant's chances of success in the main action.

63. Mr Maisela further argued that the applicant is the author of its own misfortune and requested that the court does not exercise its discretion in favour of the applicant in light of the circumstances of this matter.

REQUIREMENTS FOR SAFEKEEPING APPLICATION

64. At common law the interim attachment of goods pending the outcome of vindicatory or quasi-vindicatory proceedings is well established.⁵
65. The function and purpose of an interim attachment order is to protect the financed goods against deterioration and damage and to keep them in safekeeping until the case between the parties has been finalised.⁶
66. The applicant is required to establish the requirements for the grant of an interim interdict⁷, namely:

⁵ SA Taxi Securitisation (Pty) Ltd v Chesane 2010 (6) SA 557 (GSJ) at paragraph 6.

⁶ SA Taxi Securitisation (Pty) Ltd v Chesane 2010 (6) SA 557 (GSJ) at paragraph 10.

- (a) that the right which it seeks to enforce is clear, or, if not clear, is *prima facie* established, though open to some doubt;
- (b) that, if the right is only *prima facie* established, there is a well grounded apprehension of irreparable harm if the interim relief is not granted;
- (c) that the balance of convenience favours the granting of interim relief; and
- (d) that the applicant has no other satisfactory remedy.

67. The respondent denies that the applicant had the right to have cancelled the agreement between the parties after the respondent failed to respond to the section 129 notice sent to the respondent in terms of the National Credit Act No 34 of 2005 for the reasons as set out in the respondent's special pleas and plea.

68. For the reasons set out above in the application for condonation, I am of the view that the applicant has a reasonable chance of success to defeat

⁷ SA Taxi Securitisation (Pty) Ltd v Chesane 2010 (6) SA 557 (GSJ) at paragraph 11.

the different defences raised by the respondent in its three special pleas *in limine* as well as in the plea itself.

69. As the agreement appears to have been validly terminated, the applicant is not precluded from obtaining an order for the interim attachment of the vehicle.
70. The applicant has therefore established a prima facie right to cancellation and temporary restoration of the vehicle pending the outcome of the action.
71. In the case of vindicatory or quasi-vindicatory claims, an actual or well grounded apprehension of irreparable harm is presumed until the contrary is shown⁸.
72. Having apparently validly cancelled the instalment sale agreement, the applicant, as owner of the vehicle, is entitled to have the vehicle preserved in its present condition *pendente lite*.⁹

⁸ SA Taxi Securitisation (Pty) Ltd v Chesane 2010 (6) SA 557 (GSJ) at paragraph 30; Stern and Ruskin, N.O., v Appleson 1951 (3) SA 800 (W) at 813 B-C.

73. It is self-evident that the vehicle is depreciating by use. It has been contended on behalf of the respondent that he is using the vehicle on a daily basis for his business although the respondent does not mention whether the vehicle is being used at all in his answering affidavit to the safekeeping application. It is untenable that the respondent be entitled to utilise the vehicle without effecting payment in terms of the agreement.
74. The applicant tenders to pay the storage costs of the vehicle's safekeeping with the sheriff.
75. The respondent does not set out any specific facts why the balance of convenience should be decided in his favour.
76. I am satisfied that the balance of convenience, for the reasons stated, favours the applicant and that the applicant has no other satisfactory remedy but for the relief sought in this application.
77. The applicant has therefore established the requirements for the grant of the interim interdict sought.

⁹ SA Taxi Securitisation (Pty) Ltd v Chesane 2010 (6) SA 557 (GSJ) at paragraph 30.

COSTS

78. The court has a judicial discretion as to costs and the successful party should as a general rule have its costs.¹⁰
79. It follows that in the event where the general rule, namely that the successful party must be awarded his costs, is departed from, there has to be grounds for departing from the general rule.¹¹
80. An example of such a departure from the general rule is that in principle a party seeking an indulgence should pay the wasted costs occasioned by the application unless it could advance good reasons why it should not pay the costs. Normally it is not fair and reasonable that the opponent to an application for an indulgence should be put in a position where it opposes the granting of the indulgence at its peril in the sense that if the indulgence is granted it cannot recover its costs of opposition or may even have to pay

¹⁰ Fripp v Gibbon & Co (1913 AD 354) at pages 357-358.

¹¹ Merber v Merber 1948 (1) SA 446 (A) at pages 452-453.

such costs as are occasioned by its opposition as is in the circumstances reasonable, and not vexatious or frivolous.¹²

81. As to the application for condonation the applicant had to seek an indulgence for its non-compliance with the Rules and must pay for that. That raises the question of the respondent's costs for opposing the condonation application. In my view, it was not unreasonable for respondent to have opposed the application for condonation. I have already found that the applicant did not give a reasonable and acceptable explanation for the whole of the lengthy delay in respect of the late filing of its replication and generally acted with disregard of the prescribed time periods in the Uniform Rules of Court.

82. I am therefore of the view that the applicant in order to obtain condonation, as it has done, should pay both its own costs and those occasioned by the respondent's opposition in respect of the condonation application.

¹² Myers v Abramson 1951 (3) SA 438 (C) at 455E-H; Zarug v Parvathie N.O. 1962 (3) SA 872 (D) at 885B-E; Grindrod (Pty) Ltd v Delport and Others 1997 (1) SA 342 (W) at 347 C-F; General Accident Insurance Co South Africa Ltd v Zampelli 1988 (4) SA 407 (C) at 414 C-D.

83. I am also of the view that there are grounds to depart from the general rule in respect of awarding costs to the successful party, namely the applicant, in the main application for safekeeping of the vehicle.
84. These grounds are that the applicant did not attend to the application with the necessary diligence and care as would be expected from an experienced litigator such as the applicant who is a publicly listed commercial bank with multiple matters on this division of the high court's roll on a weekly basis.
85. In basing the main application upon terms and conditions and a document which were not before the court and in contradiction to the Part B - Terms and Conditions that was before court, was negligent and influenced the respondent's decision to have opposed the application as is evident from his answering affidavit.
86. In the replying affidavit, the applicant did not explain how or why the mistake occurred and failed to rectify the mistake in not directing the court and respondent to the relevant clauses in part B – Terms and Conditions upon which it should have relied in the founding affidavit.

87. I am therefore of the view there should be no order as to costs in respect of the main application for safekeeping of the vehicle.

WHEREFORE I make the following order:

1. The late filing of the applicant's replying affidavit in the condonation application is condoned.
2. The late filing of the applicant's replication on 8 July 2025 to the respondent's plea is condoned.
3. The automatic bar to the applicant's replication filed on 8 July 2025 is hereby lifted and the replication is deemed and declared to have been properly delivered.
4. The applicant is to pay the respondent's costs of the condonation application.
5. Pending the finalization of the action instituted by the applicant against the respondent in this matter:

5.1 The respondent is ordered to deliver into the possession of the sheriff of this division, the motor vehicle described as:

5.1.1 Model: 2014 Land Rover Range Rover Sport 5.0;

5.1.2 Engine number: 1[...];

5.1.3 Chassis number: S[...].

(hereinafter referred to as the asset).

5.2 In the event that the respondent fails to comply with the order in paragraph 5.1 above within 5 (FIVE) days of service of this order, the sheriff is authorised and directed to take the asset into his possession from whomever and wherever he may find the asset for storage and safekeeping.

5.3 The costs of the storage and the safekeeping of the asset shall be for the applicant's account.

6. In regard to the applicant's main application for safekeeping of the vehicle, there is no order as to costs.

LINDEQUE, AJ
Acting Judge of the High Court of South Africa
Gauteng Division
JOHANNESBURG

DATE OF HEARING: 23 APRIL 2026

JUDGMENT DELIVERED: 7 JULY 2026

COUNSEL FOR THE APPLICANT:
Mr Z Raqowa

ATTORNEYS FOR THE APPLICANT:
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COUNSEL FOR THE RESPONDENT:
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ATTORNEYS FOR THE RESPONDENT:
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