REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

Case Number: **8271/2023**

In the matter between:

BONNY LEVI First Applicant

NURI SUSHI (PTY) LTD Second Applicant

and

MEHDI PAKDOUST Respondent

Coram: Bishop, AJ

Heard: 22 November 2023

Delivered: 24 November 2023

JUDGMENT

BISHOP, AJ

1. The First Applicant (**Levi**) and the Respondent (**Pakdoust**) were co-owners of a business called Nuri Sushi (Pty) Ltd. As the name suggests, it is a sushi restaurant. And, like sushi that had stood in the sun too long, their relationship went sour. The details are not before me, save for one. It concerns Facebook, and it has led to a Meta dispute spanning continents. In the end, it turned out it was all the fault of Zane the marketing manager.

2. Nuri Sushi had a Facebook Page. It used this Page to advertise its business. It was, at least on Levi's telling, an extremely valuable asset for the business, particularly because it had 11 000 hungry followers.

3. A Facebook Page – unlike a personal Facebook account – is run by an "administrator". The administrator must be a Facebook user. Mr Pakdoust was a Facebook user and while he and Levi were still working together, he was an administrator of the Nuri Sushi page. Mr Levi was not a personal Facebook user. But he also acted as an administrator of the Nuri Sushi page through another of his businesses that did have a Facebook account – Eastern Food Bazaar.

4. An administrator of a Facebook page has many powers. He can add content to the page. He can invite other Facebook users to become administrators of the page. And he has the awesome ability to remove existing administrators.

5. That is what Pakdoust did to Levi. On 26 April 2021, he removed Levi's agent – Eastern Food Bazaar – as an administrator of the Nuri Sushi Page. This

seems to be have been the culmination of the dispute between the parties about Nuri Sushi.

6. Fortunately, a month later, the parties were able to settle their disputes. Levi agreed to buy out Pakdoust's share in Nuri Sushi for R1.5 million. One of the clauses of that settlement agreement – clause 3.2 – related to Nuri Sushi's social media. It read:

> *Pakdoust agrees and undertakes to disengage from any social media platform relating to Nuri and / or St Georges Mall including all and any Facebook pages, Instagram and any other social media activity. In this regard, Pakdoust agrees and undertakes to do all things necessary to remove himself as the administrator, or the like and shall hand over to Levi all and any passwords and access information that may be required from time to time.*

7. This seems like a relatively simply clause – Pakdoust was required to transfer control of the Nuri Sushi Facebook Page to Levi. But it does not translate accurately into Facebook lingo. What Facebook required to transfer control was for Pakdoust to make Levi (or his agent) an administrator, and then remove himself as an administrator. It could not be achieved through the handing over of "passwords and access information". It took two experts and American lawyers to figure out how to actually achieve something that ought to have been easy.

8. Pakdoust claims that, shortly after the settlement agreement was concluded, he invited Eastern Food Bazaar to be an administrator, and then removed himself as administrator. From his perspective, his job was done. But Eastern Food Bazaar never received a notification from Facebook that it had been invited to be an administrator. And so it could not become an administrator.

9. This created something of a Facebook-22. Pakdoust was no longer an administrator. Neither was Eastern Food Bazaar. But a Facebook Page could not exist without an administrator. But it did – the Page was still available to view for its 11 000 followers and anybody else trawling through Facebook for sushi in Cape Town.

10. There was a series of correspondence between the parties in May to June 2021 seeking to resolve this problem. Pakdoust kept saying he had done everything he could. He even signed letters to Facebook relinquishing his rights to the Page. But the problem could not be resolved.

11. Eventually, Levi instituted arbitration proceedings against Pakdoust. (The settlement agreement provided for a party to refer a dispute to arbitration – an issue that I return to later.) His claim was in delict, and it was based on a fraudulent or negligent misrepresentation. Levi claimed that Pakdoust had represented that he would be able to remove himself as the administrator of the Page, and reinstate Eastern Food Bazaar. He had either made that representation fraudulently, knowing it would not be possible, or negligently without checking if he could follow through on his promise. Levi claimed he still would have bought Pakdoust's share in Nuri Sushi without that representation, but he would have paid R500 000 less. That was the damage he claimed to have suffered.

12. In answer, Pakdoust pleaded that he had not made that representation and that he had done all he could to reinstate Eastern Food Bazaar as an administrator. Specifically, he pleaded that he "sent Eastern Food Bazaar an invitation to become the administrator of the Facebook Page before removing himself as

administrator. Doing so discharged the obligation under clause 3.2 of the Settlement Agreement."

13. The arbitration came before Bremridge SC. It was set for hearing on 4 August 2022. The day before the hearing, Pakdoust delivered an expert report and summary of evidence. The next day, Levi sought a postponement of the hearing to address the new evidence, at Pakdoust's costs. Bremridge SC granted the postponement and ultimately ordered Pakdoust to pay the wasted costs. This small procedural wrangle would grow in significance later on.

14. Eventually, the arbitration proceeded in September 2022. The parties both instructed experts who delivered expert reports. Those reports are not before me, but Bremridge SC summarized their evidence. The agreed that an administrator cannot remove himself as an administrator of a Facebook Page without first appointing another administrator. Without an administrator, the Page cannot exist. The Nuri Sushi Page exists. Therefore there is an administrator. Sum administratur, ergo sum. Pakdoust had removed himself as an administrator. There was no record of a notification to Eastern Food Bazaar to become an administrator.

15. According to Bremridge, the most likely inference to be drawn was that Pakdoust "removed himself as administrator and appointed an unknown account as administrator so as to frustrate claimant in acquiring access as administrator". Yet there was "no clarity as to what in fact transpired around [Pakdoust's] removal as administrator of the facebook page and the experts have not been able to provide a clear answer in this regard."

16. But despite these findings about Pakdoust's conduct, Bremridge SC did not find in favour of Levi. He dismissed the claim because Levi had not actually testified that the Pakdoust made the representation he pleaded. So the claim was dismissed, with no other award of costs save for Levi's wasted costs for the aborted hearing on 4 August 2022.

17. Bremridge SC was not called on, and did not, decide on the meaning of clause 3.2. He did however comment that "on a commercially sensible interpretation in context [it] may well entail an obligation to reinstate the claimant's administrative access to the Nuri facebook page". Pakdoust's failure to do so, Bremridge SC held, "may constitute breach of contract".

18. That is where things stood on 6 December 2022 when the arbitration award was delivered. It seemed that is where it would lie. But both parties took further steps that would eventually bring them before me.

19. Levi applied to this Court for an order making the award of costs in his favour an order of court. Despite having successfully defended the claim, Pakdoust was dissatisfied with the implications in the arbitration award that he had acted dishonestly. He fervently maintained that he had in fact relinquished his position as administrator and had not surreptitiously appointed some unknown person. To find out what had happened, he appointed American attorneys to engage directly with the company that owns Facebook – Meta Inc. He also issued a subpoena *duces tecum* on Facebook.

20. Facebook's attorneys – Bowmans – wrote to Pakdoust's attorneys on 10 April 2023. They informed him that "the requested administrator your client wishes to have added to the Page, Facebook user 'Mahdi Pakdoust,' should still have

administrator rights through the Business Manager connected to the Page." There was a back door. Bowmans explained to Pakdoust how to open the back door and regain his status as administrator.

21. It is not quite clear how this happened – how Pakdoust was not reflected as an ordinary administrator, but could become one through the "Business Manager". Enter Zane, a marketing manager for Nuri Sushi. It seems that, at some unknown point, Zane created the Meta Business Manager Page, without informing anyone. Zane made himself and Pakdoust administrators. Nobody – not Levi or Pakdoust or the Facebook experts – knew about the Business Manager Page. It seems to account for how the Facebook Page could continue to exist, despite Pakdoust having removed himself as an administrator of the Page.

22. Pakdoust's attorneys responded on 20 April 2023 stating: "We confirm that our client has regained administrator access to the Facebook Page." That one would hope, should have been the end of the dispute. Pakdoust was now an administrator. He could send a request to Eastern Food Bazaar to become an administrator. As soon as Eastern Food Bazaar accepted, Pakdoust could remove himself as an administrator.

23. Pakdoust's attorney duly called Levi's attorney on 28 April 2023. What happened in that call is subject to a dispute. Pakdoust claims it was part of without prejudice settlement negotiations. Levi claims there was no dispute at that stage and that the call did not qualify for the protection afforded to genuine settlement negotiations. I prefer not to decide the issue. The content of the call explains how this matter ended up in court. But it does not ultimately affect

whether the relief should be granted or not. I therefore do not rely on what was said in that meeting, or the subsequent correspondence between the parties.

24. It is enough to say that Levi obtained, through a subpoena to Bowmans, its correspondence with Pakdoust's attorneys. That correspondence confirmed that it was, in fact, possible for Pakdoust to make Eastern Food Bazaar an administrator. It is enough to say about the correspondence that despite having the power to do so, Pakdoust did not do so.

25. That led Levi and Nuri Sushi to launch the present application in which he sought an order compelling Pakdoust to make him the administrator of the Facebook Page. The claim was for specific performance of clause 3.2 of the settlement agreement. It was initially brought urgently. At the urgent hearing, Levi tendered wasted costs and the matter was postponed for hearing before me on 22 November 2023.

26. Pakdoust opposed the application on several grounds. First, he contended that this Court lacked jurisdiction because the settlement agreement contained a clause that required Levi to resolve the dispute through arbitration, not through the courts. Second, Pakdoust complained that the issue had already been decided by Bremridge SC in the arbitration. The issue was *res judicata* and Levi could not re-litigate it. Third, he argued that clause 3.2 did not require him to make Levi (or Eastern Food Bazaar) the administrator. Its terms were specific – it required him to hand over passwords and access information, nothing more. Fourth, Pakdoust contended that while he had the power to become the administrator, he was not currently the administrator. He could not, therefore become the administrator without breaching his obligations under clause 3.2.

Fifthly, he contended that Levi had not met the other requirements for an interdict.

27. Finally, Pakdoust said there was no dispute between the parties because, on 15 June 2023, his attorney had sent a letter to Levi's attorney offering to make him the administrator, which Levi had not accepted. It was abusive, he submitted, for Levi to proceed with the litigation in those circumstances.

28. There were two interlocutory applications before me. First, a striking out application by Pakdoust against descriptions of the conversation between the parties' attorneys on 28 April 2023. Second, an application to set aside a subpoena that Levi had issued to Pakdoust. I was informed from the bar that neither of the interlocutory issues had to be decided. I say nothing more about them.

29. I heard this matter on 22 November 2023. I made an order the same day as I did not believe that it was necessary for the parties to wait. I indicated at the time that I would provide my reasons. Pakdoust, unnecessarily, filed a request for reasons. These are my reasons.

30. I intend to address the issues in the following order:

30.1. The arbitration;

30.2. Res judicata;

30.3. The meaning of clause 3.2;

30.4. The other requirements for interim relief; and

30.5. The belated settlement offer.

Arbitration

31. Pakdoust's arbitration defence is bad for three reasons.

32. First, arbitration agreements do not oust courts' jurisdiction.[1] Rather, a party to an arbitration agreement can rely on the agreement to ask a court – either by application or special plea – to stay litigation so that the dispute can be arbitrated. That is the right granted in s 6 of the Arbitration Act 42 of 1965.[2] Pakdoust did not apply in terms of s 6 to stay the proceedings. He purported to question the jurisdiction of this Court based on the arbitration clause in the settlement agreement. That was not a competent defence.

33. Second, the settlement agreement does not require that disputes must be arbitrated. It permits them to be arbitrated. Clause 13.2 reads: "Save as specifically provided to the contrary [in] this agreement, should a dispute arise, any party shall be entitled to require, by written notice to the other, that the dispute be submitted to arbitration in terms of this clause." The clause creates

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[1] *Dipenta Africa Construction (Pty) Ltd v Cape Provincial Administration* 1973 (1) SA 666 (C).

[2] Section 6 reads:

> "(1) If any party to an arbitration agreement commences any legal proceedings in any court (including any inferior court) against any other party to the agreement in respect of any matter agreed to be referred to arbitration, any party to such legal proceedings may at any time after entering appearance but before delivering any pleadings or taking any other steps in the proceedings, apply to that court for a stay of such proceedings.
>
> (2) If on any such application the court is satisfied that there is no sufficient reason why the dispute should not be referred to arbitration in accordance with the agreement, the court may make an order staying such proceedings subject to such terms and conditions as it may consider just."

a *right* to insist on arbitration. It does not create an obligation for the parties to arbitrate. Pakdoust never sent a written notice to Levi and Nuri Sushi requiring them to arbitrate.

34. Third, even if clause 3.2 applied, the settlement contains an exception envisaged in the first part of that provision. Clause 13.5 reads: "Notwithstanding anything to the contrary contained in clause 13, either party to this agreement shall be entitled to apply for, and if successful, be granted, an interdict from any competent Court having jurisdiction." This is a common clause in arbitration agreements. It recognizes that interdictory relief is often best sought from courts, not arbitrators. As Levi sought an interdict, he was not obliged to go to arbitration.

Res Judicata

35. The defence of *res judicata* "is the legal doctrine that bars continued litigation of the same case, on the same issues, between the same parties."[3] The party raising the defence must prove those three requirements: "that the same cause of action between the same parties has been litigated to finality i.e. the same relief has been sought or granted."[4] The parties, the cause of action, and the relief must all be the same in both the concluded litigation, and the pending litigation.

[3] *Molaudzi v S* [2015] ZACC 20; 2015 (8) BCLR 904 (CC); 2015 (2) SACR 341 (CC) at para 14.

[4] *Esorfranki Pipelines (Pty) Ltd v Mopani District Municipality* [2021] ZASCA 89; [2021] 3 All SA 686 (SCA); 2022 (2) SA 355 (SCA) at para 30.

36. Pakdoust claims that the doctrine means that the arbitration award precludes Levi from bringing this application. But, at most, only one of the three requirements is met.

37. The arbitration did not concern the same cause of action. Levi's claim was based in delict on misrepresentation. This application is based squarely in contract and claims a breach of clause 3.2. While that issue was mentioned in the arbitration, it was not decided because it was not directly relevant to the claim.

38. Levi did not seek the same relief in the arbitration. There he sought R500 000 in damages, calculated as the premium he paid for control of the Facebook Page. Here, he seeks to compel Pakdoust to transfer control of the Facebook Page. The two are very different.

39. The arbitration was only between Levi and Pakdoust. Here, Nuri Sushi is also an applicant. In my view that on its own would not preclude a defence of *res judicata*. It is not clear Nuri Sushi can assert any right under the settlement agreement which was only between Levi and Pakdoust. But it matters not – the first two requirements are not met, so it does not aid Pakdoust if he has satisfied the third.

40. There is a watered down version of *res judicata* called issue estoppel.[5] It reduces the three requirements to two – the same *issue* was litigated between the same parties. Pakdoust did not plead issue estoppel. But even if he had, it would fail. The issue before Bremridge SC was whether Pakdoust had made a

[5] See, for example, *Royal Sechaba Holdings (Pty) Limited v Coote and Another* 2014 (5) SA 562 (SCA).

representation to Levi when the settlement was negotiated. The issue before me is whether Pakdoust has breached clause 3.2 or not. While the underlying facts overlap, the issues are very different.

The Meaning of Clause 3.2

41. Clause 3.2 is a contract. The principles for interpreting contracts are well-settled in our law: "It is the language used, understood in the context in which it is used, and having regard to the purpose of the provision that constitutes the unitary exercise of interpretation."[6] Moreover, "even in the absence of ambiguity, the conduct of the parties in implementing the agreement may provide clear evidence as to how reasonable persons of business construed a disputed provision in a contract."[7]

42. The primary dispute about the meaning of clause 3.2 is this. Pakdoust contends it only requires him to "hand over to Levi all and any passwords and access information that may be required from time to time". It does not require him to invite Levi or his agent to be an administrator. Levi contends that is exactly what clause 3.2 requires. Its purpose, understood in context, was to transfer control of the Facebook Page from Pakdoust to Levi as one of Nuri Sushi's assets.

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[6] *Capitec Bank Holdings Limited and Another v Coral Lagoon Investments 194 (Pty) Ltd and Others* [2021] ZASCA 99; [2021] 3 All SA 647 (SCA); 2022 (1) SA 100 (SCA) at para 25.

[7] Ibid at para 36, citing *Comwezi Security Services (Pty) Ltd v Cape Empowerment Trust Limited* [2012] ZASCA 126 para 15. See also *University of Johannesburg v Auckland Park Theological Seminary and Another* [2021] ZACC 13; 2021 (8) BCLR 807 (CC); 2021 (6) SA 1 (CC) at para 68.

43. Levi is obviously correct. Pakdoust's interpretation ignores the context and purpose of the clause, it is unbusinesslike, and it is inconsistent with his own conduct.

44. The purpose of the clause was to transfer control of the Facebook Page. At the time the settlement agreement was concluded, the parties believed that would be achieved by: (a) Pakdoust removing himself as administrator; and (b) then handing over the keys in the form of "passwords and access information". The parties did not properly understand the technical mechanism to transfer control of the Facebook Page. Leaving aside Zane's interference, it required three steps: (a) Pakdoust to send an invitation to join as an administrator; (b) Eastern Food Bazaar to accept that invitation; and (c) the removal of Pakdoust as an administrator (either by himself, or by the new administrator). But the fact that clause 3.2 does not correctly spell out the technical process to achieve the goal does not render the goal any less transparent. It remains to transfer control of the page from Levi to Pakdoust.

45. Levi would never have agreed to clause that would not be effective. Neither would Pakdoust. When he signed the settlement agreement, he wanted to be done with Nuri Sushi and move on. There was no scheme to maintain control of the Facebook Page by cleverly misdescribing the technical steps to make Levi the administrator. And no legitimate business benefit would be achieved by doing so.

46. That aligns with Pakdoust's own conduct. Immediately after the settlement agreement was concluded Pakdoust's own version is that he tried to add Eastern Food Bazaar as an administrator. His own version is that doing so

fulfilled his obligation under clause 3.2. He never tendered to "hand over all and any passwords and access information" because that was not how to transfer control. He claimed – likely quite genuinely – that he had done all he could to comply with his obligation under clause 3.2 to transfer control. The first time he argued that clause 3.2 did not oblige him to make Levi the administrator was when Levi threatened arbitration. Before then, all his conduct and communication accepted that he was required to do so, but pleaded that he was confronted with an unexpected possibility.

47. For these reasons, I conclude that – despite its focus on passwords – the undeniable purpose of clause 3.2 was to ensure that Pakdoust made Levi the administrator of the Page. Pakdoust could not comply because of Zane's interference. But now he can. And he must.

48. The secondary debate about the meaning of clause 3.2 is Pakdoust's defence that he is not currently an administrator, and it would breach his obligations under clause 3.2 to make himself an administrator in order to perform his obligations to make Levi an administrator.

49. This defence is bad. First, Pakdoust's attorney's letter to Bowman's states expressly that he "has regained administrator access to the Facebook Page." That is inconsistent with his current version that he is able to restore himself as an administrator, but has not done so.

50. Second, for the purposes of clause 3.2, whether Pakdoust is an administrator of the Facebook Page, or is one of the two people who has access to the Meta Business Page and therefore one of the two people who can make themselves administrator of the Facebook Page, is immaterial. Either way, Pakdoust is in

the practical position that he can make Levi the administrator and remove himself. He is, in real terms, still an administrator, even if he has to click his mouse a few times first before he can exercise those powers. He is one of only two people in the world – Zane is the other – who has that power. His position is exactly the same as it was when he signed the settlement agreement. At that point Zane had already set up the Meta Business Page – that is why Pakdoust could delete himself as an administrator on the Facebook page before another administrator was added. The same obligation applies.

51. Third, it is obviously self-serving. If he was really concerned that Levi would hold it against him if he used the Meta back door to become an administrator, he would simply ask for clarity. He never did, and still has not. To now rely on this technical loophole to avoid doing what clause 3.2 requires him to do is not acting in good faith.

The Other Requirements for Interim Relief

52. Pakdoust contended that the other requirements for interdictory relief – irreparable harm and no alternative remedy – were not met.

53. But the irreparable harm is obvious – despite owning Nuri Sushi, Levi is not the administrator of its Facebook Page. He cannot use it. The commercial value of that asset is irrelevant. The position is exactly the same as if Pakdoust held the keys to Nuri Sushi's office and refused to return them after selling the business.

54. It is true that Levi alleged that he feared Pakdoust would use his status as administrator to sabotage the business. That has not occurred, and the fear

may be baseless. But Pakdoust is doing damage to Levi and Nuri Sushi simply by refusing to do what remains in his power – make Levi the administrator. Levi need show nothing more to be entitled to enforce clause 3.2.

55. Nor is there a realistic alternative remedy. Levi sought damages in delict in the arbitration, not in contract. It would be almost impossible to quantify the damages of not being able to manage the Facebook Page. Hence why Levi has quite reasonably sought to gain access to the page instead. That was the reasonable choice to make.

The Belated Settlement Offer

56. The day after this matter was postponed from the urgent roll to the semi-urgent roll, Pakdoust's attorney made an offer to settle the application. His offer was ambiguous. On the one hand, his attorneys wrote that Pakdoust "hereby tender[s] to assist [Levi] regain administrator access to the Nuri Sushi Facebook Page." However, that tender was qualified in two important respects. It was made without any admission that Pakdoust was obliged to do so under clause 3.2. And, it was followed by this paragraph:

> *Furthermore, our client is desirous to settle all issues between the parties and put this saga behind him. In this regard our client has instructed ourselves to propose that the parties waive all costs orders obtained in both the arbitration matter and the high court matters and withdraw the pending applications with each party to pay their own costs … . Naturally neither party shall have any further claim against the other.*

57. To my mind, the letter is ambiguous. It is not clear whether the tender to restore Levi to administrator status was contingent on him also agreeing to settle the

costs issue, or whether the two issues were independent. It would later become clear that Pakdoust's tender was not unconditional.

58. This letter was provided to the Court as an attachment to Pakdoust's replying affidavit in the striking out application. It was only filed on 10 November 2023, less than two weeks before the hearing. According to Pakdoust's affidavit, Levi "rejected the proposal because he cannot see beyond his vendetta against me." No other explanation for the rejection was given, nor was any further correspondence attached.

59. I took the view that, if the tender was not linked to an agreement on costs, it was unreasonable for Levi not to accept it. If he had done so, no further costs would have been incurred. I therefore asked Mr Stephens, who appeared for Levi, whether there had been any answer. He indicated that there had been, and offered to hand up the relevant emails. I asked Mr Titus (who appeared for Pakdoust) if he had any objection, and he stated clearly that he did not. I therefore agreed to accept the emails.[8]

60. The next email was sent on 3 July 2023, from Levi's attorney to Pakdoust's attorney. It rejected the settlement proposal. But it made a counter proposal. Effectively, it had two parts. Pakdoust would restore Levi as the administrator. The parties would abandon their costs awards, save that Pakdoust would pay Levi R75 000 for the wasted costs of the abandoned day of the arbitration. Levi's attorney asserted this was a significant discount. What is obvious from

[8] I note that the first two emails of 15 June and 3 July 2023 are marked without prejudice. But Pakdoust abandoned any right he had not to disclose their contents when he attached the first email to his replying affidavit. Levi was then entirely entitled to provide the Court with the subsequent correspondence.

this letter is that Levi interpreted the tender as contingent on settling the issue of costs. He was just unhappy to completely abandon the costs award in his favour.

61. It turns out that interpretation was correct. Pakdoust's attorney responded tersely the next day: "Your counter offer of settlement is rejected." If the tender to make Levi the administrator was unconnected from a settlement on costs, then Pakdoust would have made that clear. He would have repeated his tender in order to avoid further litigation on the issue, and sought to separately resolve the question of costs. But that is not what he did. He linked the one to the other – he would only make Levi the administrator if Levi paid for it.

62. But Levi had already paid to be made the administrator. He paid for it when the settlement agreement was concluded in 2021. He was fully entitled to persist with this application to assert his right to be made the administrator without having to compromise on any other right he has against Pakdoust, including the arbitrator's costs award.

63. Accordingly, the tender is not a basis on which to defend this application. Nor is it relevant to costs.

Conclusion and Costs

64. Pakdoust agreed to make Levi the administrator of the Facebook Page. Because of Zane's presumably well-intentioned changes, he was technically unable to do so. Until Meta told him how in April this year. Since then, he has been able to make Levi the administrator, and has refused to do so without

further payment in the form of Levi compromising costs awards. Pakdoust was not entitled to any further payment. Levi had already paid in full for his rights under clause 3.2. He was entitled to come to court to enforce those rights.

65. Costs must follow the result. I was tempted to make a punitive award of costs to express my displeasure at Pakdoust providing his offer to settle, but not providing Levi's answers to that offer. But I ultimately determined that an ordinary order of costs would be appropriate.

66. Those, then, are the reasons I made the order I did on 22 November 2022. To repeat, that order was:

1. That the Respondent is directed to take all necessary steps in order to place First Applicant in the position of being the sole and exclusive administrator of the Nuri Sushi Facebook Page.

2. That the Respondent shall pay the costs of this application.

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M J BISHOP

Acting Judge of the High Court

Counsel for Applicants:	**Adv. David Stephens**
Attorney for Applicants;	*STBB Attorneys*
Counsel for Respondent:	**Adv. Allen Titus**
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