

REPUBLIC OF SOUTH AFRICA



**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

Case Number: 2024-126579

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: NO
31 August 2026	
DATE	SIGNATURE

In the matter between:

MIDHUN JULIAN MATHEW Applicant

And

SUNLYN (PTY) LTD First Respondent

SASFIN BANK LTD Second Respondent

SOUTH AFRICAN SECURITISATION PROGRAMME (RF) LTD Third Respondent

JUDGMENT

VETTER, AJ

A. INTRODUCTION

- [1] On 19 March 2025 default judgment was granted against the applicant on claims 1, 2 and 7 in an action in which he was the second defendant. He was sued as guarantor of the obligations of the first defendant. He applies for the rescission of that judgment under rule 42(1)(a) of the Uniform Rules of Court and, in the alternative, under the common law.
- [2] The application is dismissed. On claims 2 and 7 the summons was served at an address which the applicant had chosen in writing as his *domicilium citandi et executandi*, and the judgment on those claims was therefore not erroneously granted. The share sale agreement on which he relies discloses no defence, so the common law does not assist him either. Claim 1 is different. I do not decide whether service was good there. Assuming in his favour that it was not, I refuse rescission in the exercise of the discretion which rule 42 confers. He has put up no answer to claim 1, and that is what defeats him on either footing.
- [3] The three respondents were the plaintiffs in the action. Nothing turns on the differences between them, and I refer to them together as the respondents. The first defendant in the action was JBG South Africa (Pty) Ltd. Three guarantees signed by the applicant are in issue, and because each bears on a different claim I distinguish them by date. The continuing guarantee of 30 January 2022 is given in favour of Sunlyn (Pty) Ltd and its cessionaries for the obligations of the first defendant, and records 501 Embassy Towers, 175 Empire Place, Sandton as the *domicilium* address (*the continuing guarantee*). The KMG guarantee of 18 February 2022 is given in favour of KMG Office Supplies (Pty) Ltd and its cessionaries. The April guarantee executed on 14 April 2022 records an address in Germiston.
- [4] Claim 1 arises from a master rental agreement concluded on 23 December 2021 between KMG and the first defendant, KMG's rights under which were later ceded to Sunlyn. Claims 2 and 7 arise from agreements between Sunlyn and the first defendant, concluded on 12 April 2022 and 1 February 2023 respectively.

B. THE ISSUES

[5] Four questions arise, and they must be taken in this order:

- a. should the founding affidavit be admitted? It was commissioned while the applicant was in Dubai, through a video meeting, and the respondents object to it;
- b. was the judgment erroneously sought or erroneously granted? That question arises under rule 42(1)(a) and turns on whether the respondents were procedurally entitled to the judgment they took. If they were, the rule is not engaged, and the applicant must fall back on the common law;
- c. does the share sale agreement disclose a defence to the respondents' claims? If it does not, the application fails at common law, because a *bona fide* defence is an essential element of the good cause which the common law requires; and
- d. if rule 42(1)(a) is engaged in respect of claim 1, should rescission nevertheless be refused in the exercise of the discretion which rule 42 confers?

C. SHOULD THE FOUNDING AFFIDAVIT BE ADMITTED?

[6] The founding affidavit was commissioned through a video meeting while the applicant was in Dubai. Regulation 3(1) of the regulations governing the administering of an oath or affirmation requires the deponent to sign the declaration in the presence of the commissioner of oaths, and "presence" there means physical proximity. There was accordingly no literal compliance.¹

[7] The regulations are directory rather than peremptory. Where they have not been followed the court has a discretion to admit the affidavit if there has been substantial compliance, although it will not readily find substantial compliance where the departure was a deliberate election.² The explanation of what was

¹ Regulations Governing the Administering of an Oath or Affirmation, GN R1258 in GG 3619 of 21 July 1972, regulation 3(1), quoted in *FirstRand Bank Ltd v Briedenhann* 2022 (5) SA 215 (ECGq) (*Briedenhann*) at para 15. On the meaning of "presence", *Briedenhann* at para 29.

² *Briedenhann* above n 1 at paras 48, 51-2 and 57.

done – the audiovisual link, the verification of the applicant's identity, the administration of the oath and the signing – came only in reply, supported by two confirmatory affidavits. It should have been given when the affidavit was filed.

- [8] But the objection was itself first taken in the answer, and the respondents did not seek to file a further affidavit challenging what the reply set out. The authenticity of the affidavit is not in issue. Nobody suggests that the applicant did not take the oath or did not sign, and no prejudice going to the merits has been identified. To refuse the affidavit would be to require the same allegations to be made again in a differently attested document, at further cost and delay and to no other end. I accordingly admit the founding affidavit and the confirmatory affidavits delivered with the reply.

D. WAS THE JUDGMENT ERRONEOUSLY SOUGHT OR ERRONEOUSLY GRANTED?

- [9] Rule 42(1)(a) requires two things of an applicant: that the order was granted in his absence, and that it was erroneously sought or erroneously granted. Both must be shown. Absence, for this purpose, is not simply a question of who was in court. The words protect a litigant whose presence was precluded, not one whose absence was elected.³ On the applicant's version his absence was of the first kind, and the respondents do not contend otherwise. The question is therefore whether there was an error.

- [10] The error the rule contemplates is a procedural one. What an applicant must show is that there existed, when the judgment was issued, a fact of which the judge was unaware which would have precluded the granting of the judgment.⁴ A judgment granted against a party in his absence is therefore erroneously granted where the party who obtained it was not procedurally entitled to it. That is so where notice of the proceedings was required and was not in fact given,

³ *Zuma v Secretary of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State* [2021] ZACC 28; 2021 (11) BCLR 1263 (CC) (*Zuma*) at paras 54, 56 and 61.

⁴ *Zuma* above n 3 at para 62, adopting the formulation in *Nyingwa v Moolman NO* 1993 (2) SA 508 (Tk) at 510D-G.

notwithstanding a return of service which says that it was.⁵ But a judgment properly taken is not made erroneous by a defence disclosed afterwards.

[11] The applicant's case is aimed squarely at the first of those propositions. He left 501 Embassy Towers in September 2022. The summons was affixed to the principal door there in November 2024 and never came to his attention, and he learnt of the judgment only on 11 June 2025, when his bank told him that his account had been frozen. I accept that account. In *Lodhi* the Supreme Court of Appeal referred with approval to *Fraind v Nothmann*, where a default judgment was rescinded on facts of that shape. The return recorded service at the defendant's residential address, and that address had ceased to be his residence.⁶

[12] The distinction between that case and this one is decisive. Whether a residential address is a place at which the rules permit service depends on a fact, namely that the defendant lives there. When the fact ceases to be true the return is wrong and service has not been effected as the rules require.

[13] Service at a chosen *domicilium* depends on no such fact. It depends on the debtor's own election, which holds good until he revokes it. The Appellate Division put the position in these terms:⁷

"It is a well-established practice (which is recognised by Rule 4(1)(a)(iv) of the Uniform Rules of Court) that, if a defendant has chosen a *domicilium citandi*, service of process at such place will be good, even though it be a vacant piece of ground, or the defendant is known to be resident abroad, or has abandoned the property, or cannot be found."

[14] That principle answers the applicant's general complaint. He accepts that 501 Embassy Towers was correct when he signed the guarantees. The continuing

⁵ *Lodhi 2 Properties Investments CC v Bondev Developments (Pty) Ltd* [2007] ZASCA 85; 2007 (6) SA 87 (SCA) (*Lodhi*) at paras 24, 25 and 27. Para 24 is quoted with approval in *Zuma* above n 3 at para 58 and in *Rossitter v Nedbank Ltd* (96/2014) [2015] ZASCA 196 (1 December 2015) (*Rossitter*) at para 16.

⁶ *Fraind v Nothmann* 1991 (3) SA 837 (W) at 839G-I, described in *Lodhi* above n 5 at para 24 and cited in *Zuma* above n 3 at para 58.

⁷ *Amcoal Collieries Ltd v Truter* 1990 (1) SA 1 (A) at 5J-6C, quoted in *Van der Merwe v Bonaero Park (Edms) Bpk* 1998 (1) SA 697 (T) (*Van der Merwe*) at 701A-F.

guarantee selects it as his *domicilium* for all purposes arising from that guarantee, and the particulars of claim identified it as his chosen *domicilium*. The sheriff's return records that on 6 November 2024 the combined summons, particulars of claim and annexures were served there, by affixing to the principal door after diligent search and enquiry.⁸ His departure two years earlier was a fact of which the judge was unaware, but it was not one which would have precluded the judgment, because service at that address never depended on his still being there. He does not allege that he told any respondent of a replacement address, and where the instrument prescribes no procedure for changing a chosen *domicilium* the debtor must see to it that notice of the change reaches the creditor.⁹

[15] That disposes of claim 7. It arises from an agreement between Sunlyn and the first defendant, the applicant himself identifies the continuing guarantee as the guarantee relevant to it, and he takes no separate service point in respect of it.

[16] Claim 2 can be disposed of almost as shortly. The April guarantee does record the Germiston address. But the continuing guarantee was signed on 30 January 2022, before the claim 2 agreement was concluded on 12 April 2022, and it covers agreements between Sunlyn and the first defendant whether actual or contingent, present or future.¹⁰ It therefore extends to claim 2 on its own terms. A *domicilium* clause confers on a creditor an entitlement to serve at the address chosen in that instrument; it does not withdraw an entitlement conferred by another one. The Germiston address is an additional choice, not a substitute, and service at 501 Embassy Towers was good in respect of claim 2.

[17] Two further complaints, which are directed at the judgment as a whole, do not assist the applicant either. The first concerns the notice of set down. Rule 31(4) requires proceedings under rule 31(2) and (3) to be set down on not less than five days' notice to the party in default. Its proviso is what matters here: no notice of set down shall be given to a party in default of delivery of a notice of intention

⁸ Particulars of claim para 5, CaseLines 02-8; return of service, CaseLines 02-242; the continuing guarantee, CaseLines 02-191, clauses 1 and 11; and founding affidavit para 8.5, CaseLines 27-15.

⁹ *Van der Merwe* above n 7 at 700H and 701C-E/F.

¹⁰ The continuing guarantee, CaseLines 02-191, clause 1.

to defend. The applicant delivered none; on his own version the summons never reached him. The respondents nevertheless sent a notice, to an email address which the applicant says he could not access. They were not obliged to send it at all, and a step taken out of caution which the rules did not require is not converted by the sending of it into a procedural requirement whose imperfect performance vitiates the judgment. The second concerns the alleged non-service of a notice under rule 41A and a reference in the summons to the Mpumalanga Division. Assuming both complaints to be well founded, neither is said to have caused the default. The applicant's case is that the summons did not reach him at all, which has nothing to do with either.

- [18] The requirements of rule 42(1)(a) are accordingly not met in respect of claims 2 and 7. The judgment on those claims was neither erroneously sought nor erroneously granted. Claim 1 stands differently. I come to it after the defence he advances, because the answer to that defence bears on it as well.

E. DOES THE SHARE SALE AGREEMENT DISCLOSE A DEFENCE?

- [19] At common law a judgment taken by default may be rescinded on good cause shown. Good cause has two essential elements: a reasonable and acceptable explanation for the default, and a *bona fide* defence which, *prima facie*, carries some prospect of success. Establishing one of them is not enough. A party who shows no prospect of success on the merits will fail however reasonable and convincing his explanation for the default may be.¹¹

- [20] The defence the applicant advances is that a share sale agreement concluded with Mr Ottapathu on 2 August 2023 released him from his obligations under the guarantees. He does not have to prove that defence. He has to set out facts which, if established at a trial, would entitle him to succeed. He has not done so, and the reason lies in the agreement he relies on.

- [21] Clause 4.1 made the coming into force of the agreement, apart from certain identified clauses, subject to the fulfilment or waiver of stated conditions. One of

¹¹ *Chetty v Law Society, Transvaal* 1985 (2) SA 756 (A) (*Chetty*) at 765A-E; and *Zuma* above n 3 at para 71.

them, clause 4.1.3, was that all third-party surety creditors should agree in writing unconditionally to release the seller and the applicant from their obligations. Clause 4.3 provided that unless the conditions were fulfilled or waived by 31 August 2023, or by an agreed later date, the agreement would be of no force and effect save for identified provisions.¹²

[22] The applicant's own instrument therefore tells him that a release of his suretyship obligations required the written agreement of the surety creditors, which is to say the respondents. Nowhere in his papers does he allege that any respondent made such an agreement. Paragraph 7.3 of the founding affidavit sets out what he says he did: he resigned, he delivered share documents, and he implemented cession and restraint arrangements. Paragraph 7.4 alleges that Mr Ottapathu did not perform and foreshadows a claim against him. Neither paragraph alleges that clause 4.1.3 was fulfilled or waived. Paragraph 5 of the replying affidavit does not repair the omission: it asserts the conclusion, that he was released and so owed no duty to notify a change of *domicilium*, without alleging the fact on which the conclusion depends.¹³

[23] Clause 6.2 of the share sale agreement takes the matter no further. It provides that if sureties remained extant at the closing date the purchaser would indemnify and keep indemnified the seller and the applicant in respect of the purchaser's breach of that clause.¹⁴ The respondents were not parties to that undertaking. An indemnity given by Mr Ottapathu to the applicant is a promise about which of the two of them bears a loss. It says nothing about whether the applicant remains bound to his creditors, and it cannot release him from obligations owed to people who never agreed to it.

[24] Nor does *Phoenix Salt* assist. The applicant invokes it for the distinction between a variation of a contract and a separate indemnity. The distinction the Supreme Court of Appeal drew was between variation and waiver: a variation alters the terms of a contract, while a waiver is the abandonment of a right by the person

¹² Share sale agreement, clauses 4.1, 4.1.3 and 4.3, CaseLines 27-300 to 27-301.

¹³ Founding affidavit paras 7.3 to 7.4, CaseLines 27-12; and replying affidavit para 5, CaseLines 27-378.

¹⁴ Share sale agreement, clause 6.2, CaseLines 27-303.

who holds it, the contract remaining intact. The applicant is right that a waiver need not be in writing and may be established by conduct inconsistent with the enforcement of the right.¹⁵ But a waiver requires an act by the holder of the right. The right to be paid under the guarantees belongs to the respondents, and the applicant identifies no act of theirs, in words or in conduct, from which an abandonment of it might be inferred.

[25] What the applicant does have, on his own account, is a complaint against Mr Ottapathu. If he performed his side of the share sale agreement and Mr Ottapathu did not procure the releases which clause 4.1.3 required, his remedy lies against Mr Ottapathu. That is where he said in his founding affidavit that he intended to go. The rescission of a judgment obtained by his creditors is not the instrument for that grievance. It would not give him what he says he is owed, and it would visit the consequences of another man's alleged default on parties who had no hand in it.

[26] The share sale agreement therefore answers none of the three claims on which judgment was taken. No *bona fide* defence having been disclosed, the applicant fails at common law on claims 1, 2 and 7. It is unnecessary to decide whether his explanation for the default, and for the period from 11 June to 2 October 2025, is reasonable and acceptable.

F. CLAIM 1

[27] The applicant's service complaint in respect of claim 1 is that the summons ought to have been served at an address in Gaborone, Botswana. He puts up the KMG guarantee, as annexure FA11, to establish that he chose that address.¹⁶ The document does not say what he says it says. Clause 11 provides that the guarantors choose as their *domicile*, for all purposes arising out of that guarantee, the addresses set out below. Four guarantor rows follow. The first

¹⁵ *Phoenix Salt Industries (Pty) Ltd v Lubavitch Foundation of Southern Africa* [2024] ZASCA 107; 2026 (1) SA 460 (SCA) at paras 18 and 22-3.

¹⁶ Founding affidavit para 9.1, CaseLines 27-16 to 27-17; applicant's updated heads para 7.1.3, CaseLines 28-39; and the KMG guarantee, CaseLines 02-145, annexed as FA11 at CaseLines 27-332 to 27-333.

bears the name JB Sports Holdings Proprietary Limited and the registration number BW00000431067, and it is against that name that the Gaborone address appears. The second bears the applicant's name, and both the street address field and the identity field opposite it are blank. He set out no address. The Gaborone address is not his, he never chose it, and no service was required to be effected there.

[28] The complaint he makes therefore fails. Its failure does not establish that 501 Embassy Towers was a competent address for claim 1. The KMG guarantee reaches the claim 1 agreement on its face, because it covers agreements concluded between the Hirer and the User and defines the Hirer as KMG and its cessionaries, but the applicant chose no *domicilium* in it. The continuing guarantee records his choice of 501 Embassy Towers. But it is given for the obligations of the first defendant to Sunlyn and its cessionaries, and the claim 1 agreement was concluded with KMG, whose rights came to Sunlyn by cession rather than the other way about. Two questions follow. The first is whether the continuing guarantee reaches claim 1 at all. The second is whether a single summons served at an address validly chosen for two of the three claims joined in it is, for that reason, validly served for the third. Neither was raised by either party, neither was argued, and I decide neither.

[29] I assume in the applicant's favour, without deciding, that the judgment on claim 1 was erroneously granted within the meaning of rule 42(1)(a). The question is then not whether the rule is engaged, but whether rescission must follow.

[30] It need not. Rule 42 provides that a court may rescind an order, not that it must. The Constitutional Court has held that once an applicant has met the requirements for rescission the court is endowed with a discretion. The rule is an empowering provision which does not compel the court to set anything aside, and the discretion must be exercised judicially. That accords with what the Appellate Division and the Supreme Court of Appeal had already said.¹⁷ A line of High Court authority had held the contrary, that the word "may" in the subrule

¹⁷ *Zuma* above n 3 at para 53; *Tshivhase Royal Council v Tshivhase* 1992 (4) SA 852 (A) at 862J-863A; and *Colyn v Tiger Food Industries Ltd t/a Meadow Feed Mills (Cape)* [2003] ZASCA 36; 2003 (6) SA 1 (SCA) at para 5.

confers no power to refuse rescission once the jurisdictional facts are established.¹⁸ That view cannot survive *Zuma*.

[31] A formulation in *Rossitter* requires more attention. The Supreme Court of Appeal there said that if a default judgment was erroneously sought or granted a court should, without more, grant the order for rescission. Read in isolation, that sits uneasily with the discretion recognised in *Tshivhase*, *Colyn* and *Zuma*. What the passage was addressing, and what *Rossitter* establishes, is that good cause need not be shown in addition to an operative error under the subrule. That is why the appeal there succeeded although the explanation for the default was described as far from satisfactory. It does not answer the separate question whether the discretion should be exercised in favour of rescission on the facts of a particular case, which is the question before me.¹⁹

[32] The considerations which govern the exercise of the discretion are settled. The court has regard to fairness and justice on all the facts and circumstances of the particular case, and it will not exercise the discretion in favour of rescission where unfavourable consequences would follow.²⁰

[33] It has been exercised in refusing rescission before. In *Van der Merwe* provisional sentence had been granted eight days after service where rule 8 required ten, and that the order had been erroneously granted was common cause. Maritz AJ nevertheless refused rescission, because on the material before him a court rehearing the matter would probably grant provisional sentence again, and the interests of justice would not be served by setting the order aside.²¹

¹⁸ *Mutebwa v Mutebwa and Another* 2001 (2) SA 193 (Tkh) at para 17 and *Tshabalala and Another v Peer* 1979 (4) SA 27 (T) at 30D

¹⁹ *Rossitter* above n 5 at paras 8 and 16, and the authorities cited there. See also *Ferris v FirstRand Bank Ltd* [2013] ZACC 46; 2014 (3) SA 39 (CC) at para 13. Compare *Williams v Shackleton Credit Management (Pty) Ltd* [2023] ZAWCHC 279; 2024 (3) SA 234 (WCC) at paras 22-3, where the contrary view is taken, on the footing that the position is uncertain, and an alternative conclusion is given.

²⁰ *Chetty* above n 11 at 760H and 761E, and *Naidoo v Matlala NO* 2012 (1) SA 143 (GNP) at para 4, each referred to with approval in *Zuma* above n 3 at para 53 fn 20.

²¹ *Van der Merwe* above n 7 at 709D-F, as described in *Nkosi* above n 18 at para 35 and in *Pienaar N.O v Nano Inks KZN (Pty) Ltd* (4052/24P) [2025] ZAKZPHC 20 (4 March 2025) at para 24. *Van der Merwe v Bonaero Park (Edms) Bpk* 2000 (4) SA 329 (SCA) is an appeal in the same matter, but it is not an appeal against the refusal of rescission; it concerns the defendant's entry into the principal

[34] *Nkosi* is closer to this case. There the default judgment had been erroneously granted, because a notice under section 129 of the National Credit Act 34 of 2005 had been misdirected to the wrong branch of the post office. The applicant nonetheless disputed neither his indebtedness nor his breach of the loan agreements, and the only answer he advanced was the very defect which had produced the error. Vivian AJ refused rescission, holding that it is a judicial exercise of the discretion to refuse where rescission will have no practical effect and will merely cause delay. The conduct of that applicant weighed against him as well; he had been notified of three hearings and attended none. That feature is absent here.²²

[35] The position here is the same in the respect that matters. The question is not whether the applicant is liable on claim 1. It is what rescission would achieve. The applicant does not allege that claim 1 has been paid or discharged, that the amount claimed is wrong, or that it has prescribed. He does not dispute the guarantee on which it is founded, or the cession pleaded in the particulars. The only answer he advances to any of the claims is the share sale agreement, and for the reasons already given it discloses none. Rescission would therefore return the parties to an action in which the applicant has put up nothing capable of defeating claim 1, at further cost to both of them. That is a reason about this claim and this record rather than a general appeal to finality. Nor does it depend on the assumption I have made in his favour: whether or not service at 501 Embassy Towers was good for claim 1, he has disclosed no answer to it on these rescission papers.

[36] That is also why claim 1 would fail if the assumption were wrong. If the rule is not engaged, the applicant is remitted to the common law, where a *bona fide* defence is not a discretionary consideration but a requirement of the good cause he must show. He has none, as I have already found. Claim 1 fails on either route, and it fails for the same reason. This conclusion does not rest on any

case under rule 8(10) and the condonation of a late notice of appearance. See para 1 of that judgment and *Nkosi* at fn 10.

²² *Nkosi* above n 18 at paras 30 to 31, 36, 42 and 43 to 46. On the conduct factor see also *Chetty* above n 11 at 760H and 761E, cited in *Zuma* above n 3 at fn 20.

criticism of the way in which the applicant has conducted this application. He learnt of the judgment only after it had been taken, and he has prosecuted the application properly.

[37] Claims 2 and 7 fail because rule 42(1)(a) is not engaged and the common law is not satisfied. Claim 1 fails on the exercise of the discretion, on the assumption that the rule is engaged, and at common law in any event. Because the two rest on different footings, I separate them in the order.

G. COSTS

[38] Costs follow the result. The respondents seek them on the attorney and client scale. Each of the three guarantees provides that the applicant will pay legal costs awarded against him on the attorney and own client scale, which is the higher of the two.²³ The respondents therefore ask for less than their bargain gives them, and I award no more than they seek. Where parties have stipulated for the scale on which costs are to be paid a court will ordinarily hold them to it, and the undertaking operates upon an award being made rather than creating an entitlement independent of one.

[39] The order is not punitive. The commissioning of the founding affidavit required determination, and the service challenge, although unsuccessful, was not frivolous. Nothing in this judgment is a finding that the application was vexatious, reckless, *mala fide* or an abuse of process.

H. ORDER

[40] I make the following order:

²³ Clause 10 of each of the three guarantees, which provides that the applicant will pay legal costs awarded against him "on an attorney and own client scale": the KMG guarantee, CaseLines 02-145; the continuing guarantee, CaseLines 02-191; and the April guarantee, CaseLines 02-151. See also particulars of claim para 94, CaseLines 02-36. The competing contentions on costs appear at respondents' heads, CaseLines 28-30 to 28-31, and applicant's heads, CaseLines 28-44.

1. The application for the rescission of the default judgment granted on 19 March 2025 under case number 2024-126579 is dismissed in so far as it concerns claims 2 and 7.
2. The application for the rescission of that judgment is dismissed in so far as it concerns claim 1.
3. The applicant is to pay the respondents' costs of the application on the attorney and client scale.

VETTER, AJ
ACTING JUDGE OF THE HIGH COURT
JOHANNESBURG

Appearances

For the Applicant: Mr N M A Muller
Instructed by: Marran Incorporated

For the Respondents: Mr B C Bester
Instructed by: Van Wyk Attorneys

Date of hearing: 24 August 2026

Date of judgment: 31 August 2026

This Judgment is handed down electronically by circulation to the parties' legal representatives by email and publication on CaseLines and SAFLII. The date for the handing down is deemed 31 August 2026.