REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO: 45678/2018

CASE NO: 5586/2019

(1) REPORTABLE: ~~YES / NO~~
(2) OF INTEREST TO OTHER JUDGES: YES/~~NO~~
(3) REVISED.

30/06/20 .....

Date **ML TWALA**

In the matter between:

KGORO CONSORTIUM (PTY) LTD **FIRST APPLICANT**

REGIMENTS CAPITAL (PTY) LTD **SECOND APPLICANT**

And

CEDAR PARK PROPERTIES 39 (PTY) LTD **FIRST RESPONDENT**

VANTAGE MEZZANINE FUND II PARTNERSHIP **SECOND RESPONDENT**

CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY **THIRD RESPONDENT**

JUDGMENT

Delivered: This judgment was handed down electronically by circulation to the parties' legal representatives by e-mail. The date and time for hand-down is deemed to be 10h00 on the 30th June 2020.

TWALA J

[1] Before this Court, there are three (3) applications which are between the same parties to be determined simultaneously. The first application is for the postponement or stay of the proceedings in the other two applications pending the final determination of the restraint application brought by the National Director of Public Prosecution against the applicants and the first respondent under case number 40451/2019. The second application is brought by the third respondent to intervene in the liquidation proceedings instituted by the second respondent against the first respondent. The third application is by the first applicant wherein an order is sought that the first respondent be placed under supervision and that the business rescue proceedings be commenced in terms of section 131(4) of the Companies Act, 71 of 2008. The second applicant applied to intervene in the business rescue proceedings as it will appear hereunder.

[2] For the sake of convenience and ease of reference, I propose to refer to the parties as follows: the first applicant as "Kgoro"; the second applicant as "Regiments"; the first respondent as "Cedar Park"; second respondent as "Vantage" and the third respondent as "the COJ".

[3] Vantage has filed its opposition to the application for postponement and the COJ indicated that it will abide with the decision of the Court. Kgoro and Regiments did not file any papers to oppose the intervention application by the COJ but nevertheless opposed same on the basis that it is against the law to bring such an application when the liquidation proceedings have been suspended by the launch of the business rescue application which is still to be determined.

[4] It is worth noting that there are two applications for postponement of the liquidation and the business rescue proceedings separately. However, since these proceedings are intertwined and the applicants make common cause for the postponement, I propose to deal with these applications as one. Furthermore, on the day of hearing I ordered the dismissal, with costs, of the application for the postponement. However, I granted the COJ leave to intervene in the liquidation proceedings against Cedar Park. In both matters, I undertook to furnish my reasons for the orders in the body of this judgment.

[5] To put matters in the correct perspective, it is necessary to give the background facts in this case and the corporate structure of Regiments, Kgoro and Cedar Park. It is common cause that Cedar Park is a special purpose vehicle wholly owned by Kgoro and that Regiments is a shareholder who owns 84% of shares in Kgoro. On the 3rd of July 2009 Cedar Park bought the property described as the Remaining Extent of Erf 575, Sandown Extension 49, Township ("the property"), for the purposes of development of residential

units and shops, from the COJ for the sum of R280m. It was a term of the sale agreement that Cedar Park will pay the purchase price of R280m to the COJ once the property is developed. It was a further term of the sale agreement that Cedar Park will register a servitude in favour of the COJ on transfer of ownership of the property.

[6] It is not in dispute that on the 5th of June 2013 Cedar Park concluded a loan facility agreement with Vantage wherein Vantage made the sum of R150m available to Cedar Park for the development of the property with the due date for payment of the loan including interest thereon being the 30th June 2018. It is further not in dispute that on the 5th of June 2013 Regiments concluded and provided a guarantee to pay Vantage on first written demand all sums of money which may at any time in the future become due, owing and incurred by Cedar Park pursuant to the guaranteed obligations. On the same date, Regiments pledged and ceded and made over all its rights, title and interest of its shares in Cedar Park as security for its due and punctual payment and performance of the guaranteed obligations in favour of Vantage. Furthermore, it is not in dispute that Cedar Park has failed to meet its obligations in terms of both agreements with Vantage and the COJ.

[7] On the 6th of December 2018 Vantage brought a winding-up application against Cedar Park as a creditor owed a sum of over R300m including interest. On the 18th of December 2018, the Transnet Second Defined Benefit Fund ("the Transnet Benefit Fund") obtained an anti-dissipation order against Kgoro, Regiments and Cedar Park regarding the property. Cedar Park filed its notice to oppose the liquidation application but failed to file its answering affidavit within the prescribed time frames. Vantage enrolled the liquidation application for hearing on the unopposed roll for the 18th February 2019. On the 15th of February 2019 Kgoro then launched an application to place Cedar

Park under business rescue which obliged Vantage to remove the liquidation application from the roll of the 18th of February 2019. On the 6th of March 2019 Vantage launched the winding up proceedings against Regiments.

[8] On the 15th of May 2019 Vantage filed its answering affidavit and as an application seeking to intervene and to oppose the business rescue application. On the 6th of August 2019, there being no filing of a replying affidavit from Kgoro, Vantage enrolled the business rescue application for hearing on the 7th of October 2019. On the 2nd of September 2019 Regiments brought an application, as a party with a direct interest in Cedar Park and as a creditor, to intervene in the business rescue application of Cedar Park. On the 4th of October 2019 Mr Nyhonya filed an application to place Regiments under supervision and that the business rescue proceedings commence. On the 9th October 2019 Kgoro filed its supplementary or replying affidavit to the Cedar Parks business rescue proceedings. On the 18th of November 2019, the National Director of Public Prosecutions obtained the restraint order ex parte against Regiments, Kgoro, Cedar Park and other nine respondents.

[9] Advocate Potgieter SC, assisted by Advocate Scott, for the applicants contended that Cedar Park owns a valuable property which is now under a provisional restraining order which makes it difficult for Cedar Park to deal effectively with the property. The restraint order has been challenged and the return day of the rule nisi is the 7th of September 2020. It is in the interest of justice that the business rescue application be postponed sine die or be stayed pending the finalisation of the restraint application. Vantage has, so it is contended, not established any prejudice it may suffer, which cannot be cured with a costs order, if the postponement is granted except that the matter will be delayed for a further three months.

[10] It is contended further that there are good prospects that the business of Cedar Park may be rescued since there is a sale agreement of the property for the sum of R1.25 billion and it is in the interest of the creditors that the sale be finalised. There are other buyers who have shown interest in developing the property being the Lancaster Group and Amdec if the development or the business of Cedar Park cannot be rescued. This can be followed up by the business rescue manager who is tasked to finalise the business plan. The present value of the property as at January 2019 is the sum of R1.5 billion and the business rescue manager can sell the property and settle all the debts of Cedar Park. There is a lot of interest in the development, so it was argued, since it managed to sell properties to the tune of R500m off plan when it was launched. It is in the interest of creditors and shareholders of Cedar Park that it be place in business rescue than in liquidation for the liquidator may sell the property at less than its value.

[11] Advocate van Huyssteen SC for Vantage, contended that the applications for a postponement are based on a fundamental misconception that The Prevention of Organised Crime Act ("POCA") order is relevant. The business rescue application itself is flawed for the applicant, Kgoro, has no locu standi in that it had pledged and ceded all its shares in Cedar Park to Vantage to secure its indebtedness. Furthermore, at the time the application was launched on the 15th of February 2019, there was an order interdicting the same sale transaction that the business rescue application relies upon. It was contended further that there is no second agreement that came into existence but just speculation that there are other entities interested in buying Cedar Park or the property. Kgoro and its legal representatives knew at the time of launching the application for business rescue that the agreement they are relying upon has been interdicted but did not disclose this in their papers. The postponement application is not even brought by Cedar Park but by Kgoro

and Regiments solely for the purposes of delaying finalisation of matters between the parties.

[12] Kgoro and Regiments are dilatory, so it was argued. When the liquidation application was launched, notice to oppose was filed by Cedar Park and no answering affidavit was filed. Vantage enrolled the liquidation application for hearing on the unopposed roll and a day before the hearing Kgoro launched the business rescue application. However, Kgoro did nothing to prosecute the matter after Vantage had filed its answering affidavit and application for intervention until Vantage again enrolled the matter for hearing on the 7th of October 2019. Kgoro and Regiments then sprang into action and filed a replying affidavit and application to intervene in the business rescue proceedings. The postponement applications are, so it is contended, a manoeuvre to cause a delay since both Kgoro and Regiments are not in a hurry to bring these matters to finality. For the past 6-7 years no development has taken place and now Cedar Park still suggests that once the business rescue is granted, it will take another 6-10 years to develop the property at a cost of R6 billion. There is no indication how this astronomical figure would be raised. A creditor, so it was contended, is not obliged to wait that long for its debt to be settled but is entitled to demand it be settled once it becomes due.

[13] It is well established that, if a bona fide reason is furnished for a postponement, and if the other party will not unduly be prejudiced thereby, an application for a postponement is granted and provided of course there is any point in the postponement. Put differently, a postponement should be granted if it is in the interest of justice to do so. It is a variety of issues that the Court must consider to determine if the postponement is in the interest of

justice including the applicants' prospects of success in the proceedings sought to be postponed.

[14] To put matters in the correct perspective, I propose to first deal with the business rescue application which will at the same time demonstrate the reasons for refusing the postponement of its proceedings and the granting of the leave to intervene in the liquidation application to the COJ.

[15] The Companies Act, 71 of 2008 provides as follows:

"Section 1

Shareholder: means the holder of a share issued by a company and who is entered as such in the certificated or uncertificated securities register, as the case may be;

Section 128 (1)

(a) Business Rescue: means proceedings to facilitate the rehabilitation of a company that is financially distressed by providing for –

(i) the temporary supervision of the company, and of the management of its affairs, business and property;

(ii) a temporary moratorium on the rights of claimants against the company or in respect of property in its possession; and

(iii) the development and implementation, if approved of a plan to rescue the company by restructuring its affairs, business, property, debt and other liabilities, and equity in a manner that maximises the likelihood of the

company continuing in existence on a solvent basis or, it is not possible for the company to so continue in *existence, results in a better return for the company's* creditors or shareholders than would result from the immediate liquidation of the company;

(c) ……

(f) financially distressed: in reference to a particular company at any particular time means that –

(i) it appears to be reasonably unlikely that the company will be able to pay all of its debts as they become due and payable within the immediately ensuing six months; or

(ii) it appears to be reasonably likely that the company will become insolvent within the immediately *ensuing six months."*

Section 131 Court Order to begin business rescue proceedings

(1) unless a company has adopted a resolution contemplated in section 129, an affected person may apply to a court at any time for an order placing the company under supervision and commencing business rescue proceedings.

(2) ……

(3) ……

(4) After considering an application in terms of subsection (1), the court may-

(a) Make an order placing the company under supervision and commencing business rescue proceedings, if the court is satisfied that-

(i) The company *is financially distressed;'*

(ii) The company has failed to pay over any amount in terms of an obligation under or in terms of a public regulation, or contract, with respect to employment-related matters; or

(iii) It is otherwise just and equitable to do so for financial reasons, and there is a reasonable *prospect for rescuing the company;"*

[16] In Koen and Another v Wedgewood Village Golf & Country Estate (Pty) Ltd and Others 2012 (2) SA 378 (WCC) the Court stated the following:

> "In order to succeed in an application under s 131(4) of the Companies Act 71 of 2008 for an order placing a company under supervision, the applicant must be able to place before the court a cogent evidential foundation to support the existence of a reasonable prospect of the rescue of the company. While it is the function of the business rescue practitioner, if appointed, to draw up a business rescue plan to be *considered by the 'affected persons', the founding papers in a business* rescue application must nevertheless contain sufficient factual detail to enable the court to determine whether the business rescue practitioner will probably have a viable basis to undertake the task, or, at the very least, make out a case for the court to hold that an investigation by a business rescue practitioner to that end, in terms of s 141(1) of the Act, appears to be justified ... ...

> It is axiomatic that business rescue proceedings, by their very nature, must be conducted with the maximum possible expedition. Inmost cases a failure to expeditiously implement rescue measures when a company is in financial distress will lessen or entirely negate the prospect of *effective rescue."*

[17] I am not persuaded by the contention that Kgoro disclosed in its papers that there was an order interdicting the sale of enterprise agreement and the property. Kgoro only disclosed that there was an anti-dissipation order against Cedar Park and the applicants. Vantage brought the liquidation proceedings on the 6th of December 2018 and on the 18th of December 2018 the Transnet Benefit Fund obtained an interdict specifically interdicting the Sale of Enterprise Agreement between Cedar Park and the company known as K2017377463 South Africa (Pty) Ltd. I hold the view therefore that Kgoro did not disclose this interdict in its papers and based the business rescue application on the sale of enterprise agreement as a viable option for business rescue solely to mislead the Court to believe that there are prospects of success in the rescuing of the business of Cedar Park. Furthermore, there is no evidence of other buyers who have shown interest in the project for there are no confirmatory affidavits from the alleged buyers. It is my respectful view therefore that, as at the 15th of February 2019, there was no basis for launching the business rescue application. Nothing turns on the argument that the anti-dissipation order has been set aside because the parties reached a settlement agreement with each other in September 2019.

[18] As indicated above, Kgoro is the sole shareholder of Cedar Park. However, Kgoro does not dispute that it pledged and ceded all its rights, title and interest

in the shares it holds in Cedar Park as security for Cedar Park's indebtedness to Vantage in 2013. I am unable to disagree with Advocate van Huyssteen that Kgoro does not have locu standi to bring this application for business rescue as it has failed to demonstrate any other interest in Cedar Park other than that it is an interested person as a shareholder when in fact it divested itself of the shares in Cedar Park when it pledged and ceded them as security to Vantage. Realising the predicament Kgoro finds itself in after receiving the answering affidavit of Vantage and the pending hearing of the application on the 7th of October 2019, it is not surprising that Regiments launched an application to join the business rescue proceedings against Cedar Park. This in my view, was an attempt to salvage the situation since Kgoro had no locu standi nor the cause of action to bring the business rescue proceedings.

[19] Paragraph 6 of the Regiments Kgoro Share Pledge and Cession Agreement reads as follows:

> "6 Dividends, Voting and Ceded Rights:
>
> 6.1 Notwithstanding that the rights to receive all and any amounts (including without limitation dividends) payable in respect of the Ceded Rights and Pledged Shares and to vote in respect of the Pledged Share, as well as all othe r rights, title and interest in and to the Ceded Rights and Pledged Shares, are ceded in securitatem debiti, and pledged to the Cessionary under and in terms of this Cession, the Cedent shall be entitled, subject to clause 12.5 to:

6.1.1 exercise all voting rights (including, without limitation, all rights, powers and privileges attaching to the Pledged Shares and/or Ceded Rights)in respect of the Pledged Shares and /or Ceded Rights; and

6.1.2 collect and receive, in its own name, all dividends and other amounts payable in respect of the Pledged Shares and/or Ceded Rights,

until the occurrence of an Event of Default, in which event the Cedent's rights under and in terms of this clause 6 shall automatically terminate.

[20] It is not in dispute that Cedar Park has failed to meet its obligations towards Vantage, that demand for payment was made and Cedar Park failed to settle its indebtedness to Vantage. I hold the view therefore that the Event of Default as envisaged in clause 6 of the Share Pledged and Cession of Rights Agreement has eventuated and therefore Kgoro's rights were automatically terminated.

[21] I am unable to disagree with advocate van Huyssteen that the applicants are dilatory. At all times they file their papers at the last hour, if I may borrow that phrase. This matter was referred to case management and the first meeting was held on the 15th of November 2019. The timetable was set but Cedar Park, Kgoro and Regiments or Mr Nhyonhya never complied with the directives nor filed their papers on time. On the 7th of February 2020, Cedar Park, Regiments, Kgoro and Mr Nhyonhya, very much aware of the restraint order of the 18th of November 2019 at the time, agreed that the matter be enrolled for

hearing on the 10th – 11th June 2020. Regiments, Cedar Park and Kgoro did not comply with the directive and timetable to file their heads of argument until Vantage called for another meeting on the 12th of May 2020. It was for the first time at this meeting, having failed to file its heads of argument as directed in the meeting of the 7th of February 2020, that the issue of the restraint order was raised and a postponement or stay of the proceedings was vaguely sought.

[22] The irresistible conclusion is that the launching of the business rescue application was intended to thwart the liquidation application and not to rescue the business of Cedar Park. Kgoro, Cedar Park and or Regiments at no stage were in a hurry to have the application for business rescue determined. Vantage enrolled the liquidation application for hearing in February 2019 when a day before the hearing it was frustrated with the launch by Kgoro of the business rescue application. Again in August 2019 Vantage enrolled the business rescue application for hearing in October 2019 only to be frustrated with the launch by Regiments of an application to intervene in the business rescue application and the late filing of a replying affidavit by Kgoro. As stated above in the case of Koen, the business rescue proceeding must be conducted with the maximum possible expedition but that was not the case in the present matter. The business rescue application has been dragged out for almost sixteen months now and such a delay militates against the success of the proceedings.

[23] It is not in dispute that Cedar Park is financially distressed and has been operating under such circumstances for some years now. Furthermore, the draft financial statements of Cedar Park of 2017 show that it has liabilities

amounting to just over R900m and only has the property as its asset which is valued between R1 billion and R1.25 billion. A valuation that was obtained in January 2019 puts it at R1.5 billion. Cedar Park has been trading at a loss and in the 2017 financial year it posted an accumulated loss of R15m. Its income is just over R8m which is not sufficient to meet its day to day expenses. I am of the view that Cedar Park has been trading under insolvent circumstances for some time now and this Court cannot allow it to continue trading under such circumstances. Furthermore, there is insufficient information placed before the Court with regard to the prospect of success of the business rescue. Although I agree that it is the duty of the business rescue practitioner to develop or draw a business plan, it is equally the duty of the applicant to place sufficient factual detail before the Court to enable it to determine whether the business rescue practitioner will probably have a viable basis to undertake the task.

[24] In Southern Palace Investments 265 (Pty) Ltd v Midnight Storm Investments 386 Ltd [2012] (2) SA 423 (WCC)the Court stated the following:

> *"Whilst every case must be considered on its own merits, it is difficult* to conceive of a rescue plan in a given case that will have a reasonable prospect of success of the company concerned continuing on a solvent basis unless it addresses the cause of the demise or failure of the *company's business, and offers a remedy therefor that has a reasonable* prospect of being sustainable. A business plan which is unlikely to achieve anything more than to prolong the agony, i.e. by substituting one debt for another without there being light at the end of a not too lengthy tunnel, is unlikely to suffice. One would expect, at least, to be given some concrete and objectively ascertainable details going beyond

mere speculation in the case of a trading or prospective tra ding company, of:

1. The likely costs of rendering the company able to commence with its intended business, or to resume the conduct of its core business;
2. The likely availability of the necessary cash resource in order to enable the ailing company to meet its day-to-day expenditure, once its trading operations commence or are resumed. If the company will be reliant on loan capital or other facilities, one would expect to be given some concrete indication of the extent thereof and the basis or terms upon which it will be available;
3. The availability of any other necessary resource, such as raw materials and human capital;
4. The reason why it is suggested that the proposed business *plan will have a reasonable prospect of success."*

[25] Kgoro has testified in its founding papers that the costs of the development will be around R6 billion and it will take about four years for the development to start making money to pay its debts. The development itself will take between six to ten years to complete. However, Kgoro has failed to place before this Court cogent and sound facts how the post commencement finance would be raised and who the funders are who are prepared to at least pay out Vantage and COJ a huge sum of money before starting the development. Kgoro has testified about the timelines agreed upon in terms of the Sale of Enterprise Agreement even though some of these have come and gone and nothing happened. Kgoro has failed to disclose if and which pre-conditions of the Sale of Enterprise Agreement have been fulfilled and which of those pre-

conditions relating to the COJ are still unfulfilled which are an impediment to start the development. It is not enough to say that the business rescue practitioner will draw up the plan and source the funders and funding as he sees fit. There is nothing before this Court suggesting how Regiments, Kgoro, Cedar Park and their directors will divorce themselves from the reputational damage of being involved in the State Capture for funders to come on board. It would be, in my view, placing Cedar Park under business rescue based on speculation. I do not agree that the business of Cedar Park would be rescued with the scanty information placed before me and instead, in my view, it will prolong the pain and agony being endured by the creditors especially Vantage and the COJ who are the majority creditors with amounts of about R850m. It is my respectful view that it is not in the interest of justice that creditors should be delayed that long before they get paid.

[26] An amount of R300 682 476.95 became due and payable to Vantage on the 11th of September 2018 and Cedar Park has failed to pay the said amount on demand because it is financially distressed. It is on this basis that the application for business rescue was conceived and premised under the provisions of s 131(4) of the Act. However, the definition of a financially distressed company in the Act means that, it is unlikely that the company will be able to pay all of its debts as they fall due and payable within the immediate ensuing six months or it appears to be reasonably likely that the company will become insolvent within the immediately ensuing six months. At the time the business rescue application was launched, Cedar Park has already failed to pay the amount of R300 682476.95 to Vantage which was due and payable six months previously. Cedar Park had been operating under insolvent circumstances for a number of years before the launching of the business rescue application. It may be correct to say that Cedar Park will still not be

able to pay any of its debts that may become due and payable in the next six months, but that will not be something new since it has not been able to pay its debt to Vantage, at least, since the 11th of September 2018 and has been trading in insolvent circumstances for some years now. It is my considered view therefore that the business rescue application does not meet the requirements of the Act and is ill conceived and falls to be dismissed.

[27] Considering the circumstances of this case, there was no reason for the postponement or stay of the proceedings if Kgoro and Regiments had made out a case for business rescue since they agree in their replying affidavit that the anti-dissipation order is no bar to business rescue. In my view, the outcome of the restraint order has no relevance to the business rescue application. Even if the Court were to confirm the restraint order, nothing prevents the business rescue practitioner from working together with the Curator. Furthermore, there are winding up proceedings which have been pending since the 6th of December 2018 and that the interest on the debts of the company continue to accumulate to the prejudice of other creditors. Since there was no prospect of success in the business rescue application, I was not persuaded with the reasons advanced for the postponement or stay of the proceedings. In my respectful view, the postponement of the proceedings would have amounted to a postponement of the inevitable and that does not serve the interest of justice – hence I dismissed the application with costs.

[28] The COJ brought an application to intervene as an interested party and creditor in the liquidation application against Cedar Park. The opposition to the application is based on the provisions of section 131 of the Act that, once a

business rescue application is launched, the liquidation proceedings are suspended until the business rescue application is determined.

[29] For the reasons that appear in the preceding paragraphs and my findings in respect of the business rescue application in this judgment, I do not find it necessary to deal with this point since the dispute between the parties has become moot - hence I granted the COJ leave to intervene in the liquidation application.

[30] I am appalled at the manner in which the applicants and its legal representatives conducted themselves in bringing the application for business rescue. As indicated above, the Transnet Benefit Fund obtained an interdict against Kgoro, Regiments, Cedar Park and K2017377463 South Africa (Pty) Ltd and others on the 18th of December 2018 interdicting them from selling the property and specifically interdicting the Sale of Enterprise Agreement. It is not in dispute that Kgoro, Regiments and Cedar Park were represented by the same firm of attorneys in those proceedings and the same firm of attorneys is representing them in these proceedings. However, Kgoro, Regiments, Cedar Park and their legal representatives failed to inform this Court that Cedar Park, Regiments, Kgoro and other twelve respondents have been interdicted by a Court order from continuing with the Sale of Enterprise Agreement. Instead the Sale of Enterprise Agreement was used as the basis of the business rescue application. I am unable to disagree with Advocate van Huyssteen that such conduct is deceitful and despicable from a professional outfit as the legal representatives of Kgoro, Regiments and Cedar Park especially the attorney responsible for the handling of this matter. I cannot but find that such conduct

deserves to be punished with a punitive costs order including a de bonis propiis costs order.

[31] In the circumstances, I make the following order:

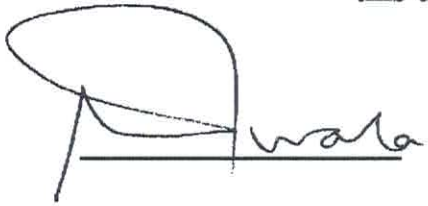
1. Both the applications for a postponement or stay of the proceedings are dismissed with costs;

2. The application for placing Cedar Park under supervision and business rescue is dismissed;

3. The applicants are liable to pay the costs of the respondent, jointly and severally the one paying the other to be absolved on the scale as between attorney and client, de bonis propiis;

4. The application for leave to intervene by the COJ in the liquidation application is granted with costs.

5. The Registrar of this Court is directed to forward a copy of this judgment to the Gauteng Legal Practice Council for an investigation into the conduct of attorney who is responsible for this case at Smit Sewgoolam Incorporated.



TWALA M L

JUDGE OF THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION

Date of hearing:	**10 – 11 June 2020**
Date of Judgment:	**30 June 2020**
For the Applicants:	**Adv. MvR Potgieter SC** **Adv. T Scott**
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For the 2nd Respondent:	**Adv. K J van Huyssteen**
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