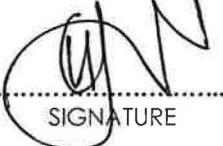




**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

CASE NO: 13298/2020

(1)	<u>REPORTABLE: NO</u>
(2)	<u>OF INTEREST TO OTHER JUDGES: NO</u>
(3)	<u>REVISED: NO</u>
[16 AUGUST 2022]	
 SIGNATURE	

In the matter between:

**APOSTOLIC FAITH MISSION OF
SOUTH AFRICA, RANDBURG ASSEMBLY**

Applicant

and

ARROWHEAD PROPERTIES LIMITED

First Respondent

**EXCELLERATE REAL ESTATE SERVICES (PTY) LTD
t/a JHI PROPERTIES (PTY) LTD**

Second Respondent

CUMULATIVE PROPERTIES LTD

Third Respondent

UNLOCKED PROPERTIES 23 (PTY) LTD

Fourth Respondent

MAFADI PROPERTY MANAGEMENT (PTY) LTD

Fifth Respondent

This Judgment was delivered electronically, and the deemed date of delivery of the Judgment is the date that the Judgment is stamped and uploaded to CaseLines, regardless of the date that may appear on the Judgment.

J U D G M E N T:

NEL AJ

RELIEF SOUGHT

[1] This is an opposed application in terms of which the Applicant ("the Apostolic Faith Mission") sought an order in the Notice of Motion in, *inter alia*, the following terms:

[1.1] That the Respondents are to pay, jointly and severally, the one paying the other to be absolved, the amount of R243 533.07 to the Applicant;

[1.2] In the alternative to the claim for payment of the amount of R243 533.07, that the Respondents be ordered to provide to the Applicant a reconciliation account reflecting all transactions, including such transactions relating to the rental deposit paid by the Applicant in respect of the rented premises; and

[1.3] That the Respondent or Respondents who are in possession of the rental deposit amount (or the balance thereof) be ordered to make payment of that amount to the Applicant.

[2] The alternative relief sought in paragraphs [1.2] and [1.3] are framed in such a manner as to be distinct, but it appears that what the Applicant seeks as

alternative relief is a statement and debatement of the lease amounts paid, and then payment of such amount that may be found to be due to the Applicant.

- [3] The Applicant also seeks a punitive costs order against all of the Respondents, on the scale as between attorney and own client.
- [4] The First, Second, Third and Fourth Respondents have opposed the Application and the relief sought and have filed Answering Affidavits in such regard. The Fifth Respondent has not filed a Notice of Intention to Oppose.
- [5] The Fourth Respondent also filed a Supplementary Answering Affidavit, relating to its subsequent investigations and factual aspects that had occurred subsequent to the filing of its initial Answering Affidavit.
- [6] The Applicant filed Replying Affidavits to all of the Answering Affidavits, including the Supplementary Answering Affidavit.
- [7] On the day of the hearing of the Application the Applicant's legal representatives uploaded a draft Court Order, omitting only the relief relating to the payment of the deposit amount, as set out in paragraph 1.1 above, but still seeking the remaining relief as set out in the Notice of Motion.

RELEVANT BACKGROUND

- [8] On 4 July 2014 the Apostolic Faith Mission and the First Respondent, Arrowhead Properties Limited ("Arrowhead") concluded a written Lease Agreement ("the First Lease Agreement") in terms of which the Apostolic Faith

Mission would lease certain premises situated in Randburg, to be used as a church, from Arrowhead.

- [9] The First Lease Agreement was to endure for a period of three years, and would terminate on 30 September 2017.
- [10] In terms of the First Lease Agreement the Apostolic Faith Mission was required to pay a deposit of R 243 533.07 to Arrowhead, which deposit amount was duly paid by the Apostolic Faith Mission.
- [11] Prior to the expiry of the First Lease Agreement, the leased premises were sold by Arrowhead to the Third Respondent, Cumulative Properties Limited ("Cumulative"), the transfer of which was registered on 21 November 2016.
- [12] During the period from 30 September 2017 to February 2018 no formal written Lease Agreement was in place, but the Apostolic Faith Mission and Cumulative dealt with the leased premises on the same terms and conditions as the First Lease Agreement that had expired on 30 September 2017, on a month-to-month basis.
- [13] On 26 January 2018 the Apostolic Faith Mission and Cumulative concluded a written Lease Agreement ("the Second Lease Agreement"), which Lease Agreement would endure for one year, and would terminate on 31 January 2019.
- [14] Prior to the expiry of the Second Lease Agreement period, the leased premises were sold by Cumulative to the Fourth Respondent, Unlocked Properties 23 (Pty) Ltd ("Unlocked"), which sale was registered on 6 August 2018.

- [15] During the period that the leased premises were owned by Arrowhead and Cumulative, the Second Respondent, Excellerate Real Estate Services (Pty) Ltd t/a JHI Properties (Pty) Ltd ("Excellerate") was appointed as the Managing Agent for Arrowhead and Cumulative.
- [16] During the period that the leased premises were owned by Unlocked, the leased premises were managed by the Fifth Respondent, Mafadi Property Management (Pty) Ltd ("Mafadi").
- [17] The Lease Agreement terminated on 31 January 2019, and the Apostolic Faith Mission vacated the leased premises, by 28 February 2019.

THE ISSUES IN DISPUTE

- [18] The issues to be determined in this matter are the following:
- [17.1] Whether any amount should be repaid to the Apostolic Faith Mission as the rental deposit amount.
 - [17.2] Which of the Respondents are to repay the rental deposit amount to the Apostolic Faith Mission.
 - [17.3] What amount should be repaid to the Apostolic Faith Mission.
 - [17.4] Is the Apostolic Faith Mission entitled to a reconciliation of all accounts during the various lease periods, and if so, who is obliged to provide such reconciliation?
 - [17.5] Whether the Respondents should pay the costs of the Application and the scale of the costs.

[17.6] Whether it was necessary to cite and claim as against all of the Respondents.

REPAYMENT OF THE RENTAL DEPOSIT AMOUNT

[19] The Apostolic Faith Mission is clearly entitled to repayment of the rental deposit amount paid by it as security in respect of the leased premises, provided that it had complied with its contractual obligations.

[20] It is not disputed by any of the Respondents that the rental deposit amount, or such portion thereof that may be owing to the Apostolic Faith Mission is to be repaid to the Apostolic Faith Mission.

WHICH RESPONDENT IS TO REPAY THE RENTAL DEPOSIT AMOUNT

[21] Unlocked has accepted that it has the obligation to repay the rental deposit amount to the Apostolic Faith Mission.

[22] Whilst I deal with the obligation to repay the rental deposit amount in greater detail below, it is an established principle that a purchaser of immovable property that has an existing lease agreement attached to such immovable property, becomes the lessor upon the purchase of the immovable property.

[23] At the time of the vacation of the leased premises in February 2019, by the Apostolic Faith Mission, Unlocked was the Lessor of the leased premises, and was accordingly obliged to repay the rental deposit amount, or such portion thereof, that was payable to the Apostolic Faith Mission.

AMOUNT TO BE PAID TO THE APOSTOLIC FAITH MISSION

- [24] The rental deposit amount initially paid by the Apostolic Faith Mission was R243 533.07.
- [25] In the First Lease Agreement, concluded on 4 July 2014, it was recorded at clause 12 thereof that the Apostolic Faith Mission was required to make payment of a deposit amount, or provide a guarantee, in the amount of R243 533.07. It is also clear from the same clause that such amount was provided as security for the obligations of the Apostolic Faith Mission in terms of the First Lease Agreement.
- [26] In terms of clause 6 of the Standard Terms and Conditions applicable to the First Lease Agreement, the rental deposit amount would be retained by the Landlord until the vacation of the leased premises by the Tenant and the complete discharge of all of the Tenant's obligations to the Landlord arising from the Lease Agreement. It is also clear from such clause that the Landlord would be entitled to apply the whole or portions of the rental deposit towards payment of the rent or the amount of any other obligations for which the Tenant was responsible including any damages arising on cancellation.
- [27] In terms of the Second Lease Agreement concluded on 26 January 2018, the Apostolic Faith Mission was obliged to provide a deposit equivalent to two months' gross rental inclusive of VAT. It is recorded in the Second Lease Agreement that the Landlord (Cumulative) holds a deposit in an amount of R243 533.07.

- [28] It is accordingly clear that as at 26 January 2018, the amount of the rental deposit that would have been repayable to the Apostolic Faith Mission was R243 533.07.
- [29] In terms of the Second Lease Agreement the rental deposit amount would also be retained by the Landlord until three months after the expiry of the Second Lease Agreement, and the complete discharge of the Tenant's obligations to the Landlord arising from the Lease Agreement, whereafter the deposit would be paid to the Tenant without interest.
- [30] The Second Lease Agreement was also applicable to the Apostolic Faith Mission's tenancy after Unlocked became the owner and the Landlord in respect of the leased premises.
- [31] Unlocked was therefore obliged to repay the rental deposit, less any amounts that may have been required to discharge the Apostolic Faith Mission's obligations in terms of the Second Lease Agreement, within a period of three months after the termination of the Lease Agreement (or the vacation of the leased premises).
- [32] Unlocked referred to a "*more comprehensive lease agreement*" concluded on 19 April 2018 and attached such lease agreement to its Supplementary Affidavit.
- [33] Unlocked contends that the 19 April 2018 Lease Agreement ("the Third Lease Agreement") replaced the Second Lease Agreement, in accordance with clause 17 of the Second Lease Agreement which stipulated that a more

comprehensive Landlord Standard Agreement of Lease would be concluded at the sole discretion of Cumulative.

- [34] The Third Lease Agreement also refers to Cumulative holding a deposit in the amount of R243 533.07 as security from the Apostolic Faith Mission.
- [35] The Third Lease Agreement is signed for and on behalf of the Apostolic Faith Mission, but has not been signed for or on behalf of Cumulative.
- [36] Similarly, to the Second Lease Agreement, the Schedule to the Third Lease Agreement (at clause 6) entitles the Landlord to deduct from the rental deposit amount such amounts that may be owing by the Tenant to the Landlord, in compliance of the Tenant's obligations of whatsoever nature to the Landlord.
- [37] The Apostolic Faith Mission appears to dispute that the Third Lease Agreement came into existence, but it is irrelevant for the purposes of this Application, to make a determination in such regard.
- [38] In the Answering Affidavit filed on behalf of Arrowhead, Excellerate and Cumulative, it was alleged that the Apostolic Faith Mission had failed to make payment of all amounts due to Cumulative and Unlocked in terms of the Second Lease Agreement.
- [39] In the Answering Affidavit it was also alleged that the Apostolic Faith Mission had failed to make all payments due to Cumulative, and that Cumulative was entitled to deduct the amounts due to Cumulative from the rental deposit amount.

- [40] In the Replying Affidavit of the Apostolic Faith Mission, it was stated that Cumulative had indicated in correspondence that an amount of R42 174.86 would be deducted from the rental deposit amount of R243 533.07 leaving a balance of R201 358.21, which would be paid over to Unlocked.
- [41] In the Replying Affidavit, the Apostolic Faith Mission describes the amount of R201 358.21 as *"in fact the exact amount being the remainder of Applicant's deposit"*.
- [42] In response to the allegation made in Cumulative's Answering affidavit that the Apostolic Faith Mission had failed to make payment of all amounts due to Cumulative, the Apostolic Faith Mission stated in its Replying Affidavit that the amount that the Apostolic Faith Mission owed to Arrowhead, Excellerate and Cumulative was deducted from the Applicant's rental deposit amount on 6 August 2018.
- [43] The Apostolic Faith Mission accordingly conceded that it was indebted to Cumulative and has not disputed that the amount of R42 174.86 was the amount payable to Cumulative, and clearly accepted that the amount deducted was due to Cumulative.
- [44] There is also reference to the deduction of the amount of R42 174.86 in the Founding Affidavit of the Apostolic Faith Mission.
- [45] The Apostolic Faith Mission accepted that the amount transferred to Unlocked, being R201 358.21 was the rental deposit amount that would be repayable by Unlocked to the Apostolic Faith Mission at the termination of the lease period. In subsequent calculations the Apostolic Faith Mission appears to have

forgotten that the rental deposit amount had reduced from R243 533.07 to R201 358.21.

[46] The Apostolic Faith Mission accepted that in terms of the Second Lease Agreement, Unlocked was entitled to deduct any arrear amounts from the rental deposit amount.

[47] In the Apostolic Faith Mission's Replying Affidavit filed in response to Unlocked's Answering Affidavit, the Apostolic Faith Mission admitted that it was indebted to Unlocked in an amount of R81 974.74.

[48] In the Answering Affidavit, Unlocked had alleged that the Apostolic Faith Mission was in arrears in an amount of R143 586.68.

[49] In the Replying Affidavit, the Apostolic Faith Mission contended that the amount due to it was R162 133.53, together with interest thereon. Such amount is clearly calculated by deducting the admitted arrears due to Unlocked (R81 974.74) from the initial rental deposit amount of R243 533.07.

[50] Such calculation ignores that an amount of R42 174.86 had already been deducted from the rental deposit of R243 533.07, leaving the balance of the rental deposit paid to Unlocked as being R201 358.21, which the Apostolic Faith Mission accepted as being the rental deposit amount due to it.

[51] The admitted indebtedness to Unlocked of R81 974.74 should accordingly have been deducted from the amount of R201 358.21, and not the amount of R243 533.07. Upon a proper calculation, the deposit rental amount repayable to the Apostolic Faith Mission by Unlocked was R119 383.47.

- [52] In addition, interest would be payable on such amount by Unlocked, as from 1 June 2019 to date of payment.
- [53] In the Supplementary Affidavit filed by Unlocked, it was set out that an amount of R111 154.59 was paid to the Apostolic Faith Mission on 14 November 2020, and that a further amount of R38 100.18 would be paid together with the filing of the Supplementary Affidavit.
- [54] As at 14 November 202, Unlocked had made payment of an amount of R149 254.77
- [55] Unlocked also alleged in such Supplementary Affidavit that the Apostolic Faith Mission had therefore been paid "*the full balance of the deposit that is due to it*".
- [56] In the Replying Affidavit, the Apostolic Faith Mission did not dispute such allegation but pointed out that it had to launch the Application in order to obtain a response from the Respondents and complained of the "*obstructive behaviour*" of the Respondents.
- [57] The Apostolic Faith Mission referred to the "*belated calculations*" of Unlocked but did not suggest that they were wrong or inaccurate.
- [58] Having regard to the calculations referred to above, I have concluded that Unlocked has overpaid the Apostolic Faith Mission, even taking into account the interest payable on the balance of the rental deposit that was repayable.
- [59] In the circumstances, I find that no further amounts are repayable by Unlocked (or any of the other Respondents) to the Apostolic Faith Mission.

ENTITLEMENT TO A RECONCILIATION

- [60] The Apostolic Faith Mission seeks an order, in terms of the Draft Order, uploaded on the date of the hearing, that the Respondents are to provide a reconciliation of *“all transactions, including the rental deposit, from 1 October 2018, to date”*.
- [61] It is clear that what the Apostolic Faith Mission seeks is a statement and debatement, and not simply the provision of a reconciliation, as the preparation and provision of a reconciliation, regardless of what such reconciliation reflected, would not automatically result in any amount being payable to the Apostolic Faith Mission. A further legal proceeding would have to be instituted, based on the reconciliation. It is clear that that is not what the Apostolic Faith Mission envisaged in launching the Application.
- [62] The Apostolic Faith Mission has not made out any case as to its entitlement to a statement and debatement, or for any related relief.
- [63] It is clear that the issue of the dispute raised by the Apostolic Faith Mission relates to the repayment of the rental deposit, and the amount of such rental deposit.
- [64] The Apostolic Faith Mission was able to set out the arrears it had accumulated, which were due to Cumulative and Unlocked, and was also able to calculate the amount due to it by Unlocked (albeit that such calculation was incorrect, as it commenced from an incorrect premise).

[65] In such circumstances where the Apostolic Faith Mission was able to determine the amounts due to it, there is clearly no need for any reconciliation, or for a statement and debatement.

[66] In the circumstances, I find that the Apostolic Faith Mission is not entitled to a “reconciliation”, as sought in the Notice of Motion and the Draft Order, from any of the Respondents.

THE CITATION OF THE RESPONDENTS

[67] The Apostolic Faith Mission cited Arrowhead, Excellerate, Cumulative, Unlocked and Mafadi as Respondents, and seeks relief as against all five Respondents.

[68] The Apostolic Faith Mission states that Arrowhead appointed Excellerate as its Managing Agent, and that the Apostolic Faith Mission paid the rental deposit of R243 533.07 to Excellerate, in its capacity as agent of Arrowhead.

[69] The Apostolic Faith Mission contends that it was necessary to cite and join all five Respondents as the Apostolic Faith Mission “*did not know as a certainty*” which of the five Respondents were in possession of the rental deposit amount.

[70] In the Applicant’s Replying Affidavit filed in response to Unlocked’s Supplementary Answering Affidavit, it was alleged on behalf of the Apostolic Faith Mission that it was “*the obstructive behaviour of all of the Respondents*” that left the Applicant with no choice but to institute legal action against all of the Respondents.

- [71] During the hearing of the argument, I enquired from counsel for the Apostolic Faith Mission as to whether the Apostolic Faith Mission should not have sought payment of the rental deposit amount from Unlocked only, and counsel responded that the Apostolic Faith Mission had to seek the repayment of the rental deposit amount from whichever of the Respondents held such rental deposit.
- [72] It is clear that the Apostolic Faith Mission contends that it had to sue all five Respondents, on the basis that it did not know which of the Respondents held the rental deposit amount, and it was obliged to sue such party that held the rental deposit amount. A secondary reason appears to be that the Apostolic Faith Mission sued all five Respondents, as a result of their obstructive conduct.
- [73] It is clear from the Apostolic Faith Mission's own allegations that it was well aware that Excellerate and Mafadi acted as the Managing Agents of Arrowhead and Cumulative, and Unlocked, respectively. It is also clear from the allegations contained in the affidavits filed on behalf of the Apostolic Faith Mission that the Apostolic Faith Mission was well aware that Excellerate and Mafadi were only agents of the other three Respondents.
- [74] It is trite that an agent cannot be sued for the conduct or obligations of its principal, and in the circumstances of this particular application, there was no cause of action that the Applicant could rely on as against Excellerate and Mafadi.

- [75] Even if the Apostolic Faith Mission was disgruntled by the responses or the lack of responses from the Managing Agents, it did not create a cause of action as against Excellerate or Mafadi.
- [76] Even if either or both Excellerate and Mafadi held the rental deposit amount in their own account, the obligation to repay such rental deposit amount rested on the relevant Lessor, being Arrowhead, Cumulative or Unlocked, at various times, and could never have been the obligation of the Managing Agents.
- [77] In the circumstances, the citation of Excellerate and Mafadi as Respondents, and the seeking of relief as against Excellerate and Mafadi had no legal basis or justification.
- [78] The Apostolic Faith Mission relies on the same contentions for seeking relief as against Arrowhead and Cumulative, yet on its own version, the leased premises were sold and transferred by Arrowhead to Cumulative on 21 November 2016, and by Cumulative to Unlocked on 6 August 2018.
- [79] The Applicant relies on the Second Lease Agreement concluded between the Apostolic Faith Mission and Cumulative for the period from 1 February 2018 to 31 January 2019, and states that in terms of clause 6.1 of such Second Lease Agreement it was recorded that Cumulative held the rental deposit amount as paid by the Apostolic Faith Mission in the amount of R243 533.07.
- [80] In the premises, the Apostolic Faith Mission clearly had no cause of action as against Arrowhead, as from the date of the conclusion of the Second Lease Agreement, in respect of the repayment of the rental deposit amount. The

Apostolic Faith Mission knew, as from 26 January 2018 that Arrowhead did not hold the rental deposit amount.

[81] In addition, it was completely irrelevant in law who “held” the rental deposit amount, as once the immovable property was purchased by Cumulative, any obligation relating to repayment of the rental deposit amount became that of Cumulative.

[82] In the circumstances, the citation and seeking of relief as against Arrowhead had no legal basis whatsoever, and was entirely unjustified.

[83] The Applicant’s alleged basis for the relief as sought against Cumulative is also based on the allegation that the Applicant was unaware as to which of the parties held the rental deposit amount.

[84] Once Unlocked purchased the immovable property from Cumulative, and stepped into the shoes of Cumulative as Lessor, the obligation to refund the rental deposit amount (or such portion thereof that may be owing) rested with Unlocked, in its capacity as the Lessor.

[85] It became irrelevant who physically “held” the rental deposit amount.

[86] It is an established principle in South African law, based on the “*huur gaat voor koop*” principle that the purchaser of immovable property in respect of which a lease agreement is in place, steps into the shoes of the lessor-seller, and

assumes all of the rights and obligations of the original lessor under the existing lease agreement.¹

[87] In the matter of *Spearhead Property Holdings (Pty) Ltd v E&D Motors (Pty) Ltd*² it was stated³ as follows:

“This much is, however, settled in our law: successors in title to owners of leased property are bound to recognise the existence of the lease and an ex legae substitution of the purchaser for the lessor-seller takes place in the lease upon sale of such property. Thus, the rule relieves the seller of all rights and obligations flowing from the lease which are transferred to the buyer on transfer.”

[88] There is accordingly no doubt that as from 6 August 2018 any obligation to repay any rental deposit amount to the Apostolic Faith Mission became that of Unlocked.

[89] In the circumstances, the seeking of relief as against Cumulative is also unjustifiable, and not based on any proper legal basis.

[90] The alternative relief for a reconciliation, relates to a reconciliation of the rental deposit amount, as clearly appears from paragraph 2 of the Notice of Motion, and similarly any reconciliation relief that the Apostolic Faith Mission may be entitled to could only have been sought from Unlocked.

[91] In the circumstances, it is clear that the seeking of relief from Arrowhead, Excellerate, Cumulative and Mafadi was improper, and was not based on any existing cause of action that was available to the Apostolic Faith Mission.

¹ *Mignoel Properties (Pty) Ltd v Kneebone* 1989 (4) SA 1042 (A) at 1050I to 1051B; *Genna-Wae Properties (Pty) Ltd v Media-Tronics (Natal) (Pty) Ltd* 1995 (2) SA 926 (A) at 939A to D.

² 2010 (2) SA 1 (SCA).

³ At para [14].

COSTS

- [92] The Apostolic Faith Mission has sought a punitive costs order as against all of the Respondents, on the scale as between attorney and own client.
- [93] The basis for such costs order is that the Applicant was forced to launch this Application, as despite reasonable steps being taken by it to obtain repayment of the rental deposit amount, the Respondents' conduct was unreasonable and unacceptable.
- [94] The Apostolic Faith Mission regarded the information and documentation provided by the Respondents and particularly Unlocked, as being inaccurate and incomplete.
- [95] It is clear that the Apostolic Faith Mission had no option but to institute legal proceedings to obtain payment of the rental deposit due to it.
- [96] As set out above, there was no reason or basis for the Apostolic Faith Mission to have launched the Application as against the First, Second, Third and Fifth Respondents.
- [97] It was pointed out by the Fourth Respondent that the quantum claimed by the Applicant fell within the jurisdiction of the Magistrate's Court, and that any costs award in favour of the Applicant should be on the Magistrate's Court scale.
- [98] The Applicant contended that it could not claim the rental deposit in the Magistrate's Court as the Respondents resided in a number of different Magisterial districts.

- [99] The Applicant however erred in citing all five Respondents and ought properly to have only claimed from the Fourth Respondent, and it would then have been able to make use of the appropriate Magistrate's Court.
- [100] The First, Second and Third Respondents called upon the Applicant to withdraw its claim, but it declined to do so.
- [101] The First, Second and Third Respondents' counsel submitted that the Application as against such Respondents should be dismissed and that the Applicant should be ordered to pay the costs of the First, Second and Third Respondents.
- [102] The Fourth Respondent's counsel submitted that the launching of the Application was an abuse of process, and that the Application should be dismissed, and that the Applicant should pay the costs of the Fourth Respondent.
- [103] The Fourth Respondent's counsel also submitted that if the Applicant was entitled to any costs, it should only be up until 14 November 2021, when Unlocked had paid the Apostolic Faith Mission in full, and on the Magistrate's Court scale.

THE ORDER

- [104] I have had regard to all of the submissions made and accordingly make the following Order:

- [104.1] The Applicant's claim for a reconciliation and subsequent payment of a rental deposit is dismissed;

[104.2] The Applicant is to pay the costs of the First, Second and Third Respondents;

[100.3] The Applicant is to pay the costs of the Fourth Respondent as from 5 November 2020 up to, and including the date of the hearing;

[100.4] The Fourth Respondent is to pay the Applicant's costs up to 14 November 2020, on the Magistrate's Court scale.



G NEL
[Acting Judge of the High Court,
Gauteng Local Division,
Johannesburg]

Date of Judgment: 16 August 2022

APPEARANCES

For the Applicant: Adv J C Kloppe
Instructed by: Louis Benn Attorney

For the First, Second
And Third Respondents: Adv R Shepstone
Instructed by Richmond Attorneys

For the Fourth Respondent: Adv W Pye SC
Instructed by Shaie Zindel Attorneys