IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

Case Number: 83867/2015

In the matter between:

STANDARD BANK OF SOUTH AFRICA LTD	APPLICANT
And	
THAMSANQA MBOTSHWA MPOFU	FIRST CLAIMANT
(Identity number: ……..)	
LUNGILE MPOFU	SECOND CLAIMANT
(Identity number: ……)	
PRIME PORTFOLIO INVESTMENTS A (PTY) LTD	THIRD CLAIMANT
(Registration Number: 1993/002599/07	
EXTREME WAY TOGO (PTY) LTD	FOURTH CLAIMANT
(2017/427954/07)	
THE CITY OF JOHANNESBURG LOCAL MUNICIPALITY	FIFTH CLAIMANT

JUDGMENT

MABUSE J

[1] On 9 March 2021 I granted the following order:

"1. The Applicant is to pay the amount of R800,000 (Eight Hundred Thousand Rand), toward the Fourth Claimant by virtue of which the Applicant is released from any further liability pertaining to the subject matter under dispute.

2. The Applicant is authorized to conduct a new sale in execution by virtue of the Order of the above honorable Court dated 19 January 2016.

3. The First and Second Claimants are to pay the costs of this application on attorney and client scale, jointly and or severally, including the costs of the Fourth Claimant."

[2] The First and Second Claimants now want reasons for the Order I so granted. These are therefore the reasons.

THE PARTIES

[3.1] The Applicant in this matter was the Standard Bank of South Africa Limited (the Bank). Its registered address is located at 9th Floor, 5 Simmonds Street, Johannesburg.

[3.2] The First Claimant, Thamsanqa Mbotshwa Mpofu (Mr Mpofu) is an adult male who resided at Erf […….], Johannesburg.

[3.3] The Second Claimant is Lungile Mpofu (Ms Mpofu) an adult female who resided at the same address as the First Claimant by virtue of their being married to each other.

[3.3.1] The First and the Second Claimants (the Mpofu's) are the owners of the immovable property known as Erf […….], Registration Division J.R, The Province of Gauteng, measuring 1173 (One Thousand One Hundred and Seventy-Three) square meters, Held by virtue of Deed of Transfer Number [……..] (the subject property). In terms of the Court Order granted by this Court on 19 January 2016, the Mpofu's are judgements debtors, Mr Mpofu having been the first defendant and Ms Mpofu having been the second defendant in the main action of case number 83867/15.

[3.4] The Third Claimant was Prime Portfolio Investments (Pty) Ltd, (Prime Portfolio), a private company duly registered in accordance with the company statutes of this country, with its registered office situated at 5 Ashley Rd, Bryanston, Johannesburg.

[3.4.1] Prime Portfolio is at the same time the "first purchaser" of the subject property. Prime Portfolio purchased the subject property at an auction sale following the Court Order and based on the Conditions of Sale in Execution dated 24 April 2018(the first sale).

[3.4.2] Following the said purchase, Prime Portfolio paid an amount of R260, 996. 45 in respect of municipal rates for rates clearance certificate to the Fifth Claimant. This amount also formed form part of the subject matter in dispute.

[3.5] The Fourth Claimant, Extreme Way Togo (Pty) Ltd (Extreme Way Togo), is a private company duly registered in terms of the company statutes of this country, with its registered address situated at 25 Seven Drive, Westville, Durban, KZN.

[3.5.1] Extreme Way Togo, by reason of an Offer to purchase (the Second Sale Agreement) paid a sum of R800,000 to the Mpofu's. This payment was made by way of direct electronic fund transfer into the Mpofu' home loan account with the Bank. Seemingly, this amount related to the net amount or a portion thereof payable in relation to the purchase price of the subject property. According to the Mpofu's the amount of R800,000 paid by Extreme Way Togo into the Mpofu's loan account with the Bank was part of the sum of R1,600,000 that was supposed to be transferred to Pandor attorneys in terms of clause 2.2 of the Offered to Purchase.

[3.6] The Fifth Claimant is the Johannesburg Local Municipality (Johannesburg Local Municipality), a local municipality duly established in terms of section 12 of the Local Government Municipal Structures Act 2000, with its main place of business located at the First Floor, Council House, Metropolitan Centre, 158 Civic Blvd, Braamfontein, Johannesburg. Johannesburg

Local Municipality is a beneficiary of an amount of R260,996.45 paid by Prime Portfolio in terms of the First Sale Agreement.

[4.1] This matter is rooted in the Uniform Rule 58 in which the Bank foresaw liability regarding payment of monies in its keeping to one or more of the claimants resulting from one or more of the sales of the subject matter. It came before me as an unopposed application. Ultimately this application turns on whether either the Mpofu's have on one hand, or Extreme Way Togo has, on the other hand, established a claim towards the subject matter in dispute, namely two separate amounts of money emanating from two respective sale agreements relating to the same subject matter, which is registered in the names of the Mpofu's. *Rule 58(1) of the Uniform Rules of Court states that:*

"Where any person, in this rule called "the applicant" alleges that he is under any liability in respect of which he is or expects to be sued by two or more parties making adverse claims, in this rule referred to as "the claimants", in respect thereto, the applicant may deliver a notice, in terms of this rule called an "interpleader notice", to the claimants. In regard to conflicting claims with respect to property attached in execution, the sheriff shall have the rights of an applicant and an execution creditor shall have the right of a claimant."

THE BACKGROUND

[5] On 19 January 2016, the Bank obtained the following default judgment against both the Mpofu's:

"*1. Payment of the sum of R4.116,710.74.*

2. Payment of interest on the amount of R4, 116, 710. 74 at the rate of 8.28% per annum as from 13 October 2015 to date of final payment, calculated daily and compounded monthly.

3. Payment of monthly insurance premiums.

4. An order declaring executable the property known as Erf [……..], Registration Division J.R, The Province Gauteng, measuring 1173(one thousand one hundred and seventy-three) square meters; Held by Deed of Grant T[…….].

5. An order authorizing the Registrar to issue a writ of execution in respect of the property.

6. Costs of suit on attorney and client scale.

[6] The Mpofu's became the registered owners of the subject property by virtue of a loan agreement they had obtained from the Bank. The said loan agreement was secured by a mortgage bond number B [……] in amount of R3, 440, 000. 00 and an additional amount of our R860, 000 registered over the subject property in respect of the monies lent and advanced by the Bank to the Mpofu's at their special instance and request.

[7] Upon the breach committed by the Mpofu's, on or about October 2015 and when the arrears on the loan repayment had escalated to R270, 000.00, the Bank caused summons to be issued against the Mpofu's. At that time, the amount due and owing by them to the Bank was R4, 100, 000.00 together with interest at 8.28% per annum.

[8] As from 13 October 2015 the Bank assumed the responsibility for the payment of the monthly premiums of R1, 650.00 for the entire period.

ATTEMPTED RESCISSION OF THE DEFAULT JUDGMENT

[9] On or about 15 February 2016, the Mpofu's brought an application for the recission of the default judgment obtained against them on 16 January 2016. On 10 November 2017, the said application was dismissed with costs on a scale between attorney and client against them, by Mudau J.

[10] On or about 12 and April 2018 the Mpofu's instituted the second application for the recission of the said judgment. That application was dismissed by the Court on 19

November 2018. Again, the Mpofu's were ordered to pay the costs of the said application on a punitive scale.

[11] By notice of motion dated 18 June 2018 the Mpofu's instituted an application to interdict the transfer of the subject property to the Prime Portfolio. The application was removed from the roll on 1 February 2021 after the Bank had filed its opposing papers on the Mpofu's.

[12] I was satisfied that the Bank had acted correctly in bringing this Rule 58(1) application. These Interpleader proceedings were not unnecessary. In a similar situation **in African Life Assurance v Van Der Nest and Another 1971(3) SA 672 (C) at 675B** the Court had the following to say:

"*The applicant was therefore, in my view, entitled to make use of the interpleader procedure to get the proper claimants before the Court, alternatively to ask for an order under sub-rule (5) granting it immunity against such of them as failed to respond to the interpleader notice, for until this was done applicant was liable to be sued for the proceeds at the instance of the second claimant*.

In their declaration of facts or particulars of claim, the Mpofu's claimed that the sum of R800,000.00 paid by Extreme Way Togo into their loan agreement was theirs. The Mpofu's claimed ownership of the money. Quite clearly, they would have sued the Bank for the return of the money. So would Extreme Way. Based on the cancellation of the Second Sale Agreement, and as reflected in its particulars of claim, Extreme Way would also have chosen to sue the Bank for the refund of the sum of R800,000.00. The subject matter of the dispute consequently related to the aforesaid amounts emanating from the First and Second Sale Agreements, in other words, the sums of R260, 997.49 and R 800, 000000.Therefore, it was only proper, in the circumstances that the Bank should interplead. The object of the interpleader proceedings was to protect the Bank against possible future claims.

It is not correct, as alleged by the First and Second Claimants, that the Bank colluded with any of the other Claimants nor is it correct that there was any unlawful debiting of the Mpofu's loan account with the Bank. These allegations of collusion and unlawful debiting of their loan account made by the Mpofu's are unfounded and lack merit. If this Court were not happy with the application, it would have dismissed it in terms of Rule 58(6) of the Rules of Court. Save for its charges and costs, the Bank claims no interest in the sum of R800,000.00 paid by the Extreme Way Togo into the Mpofu's bond account with the Bank. In my view, the Mpofu's lay claim to the said sum of R800,000 out of sheer ignorance.

SALE IN EXECUTION

[13] On 24 April 2018, and pursuant to the Court Order of 19 January 2016, the subject property was sold at the sale in execution to the Prime Portfolio.

[14] Notwithstanding the fact that the subject property was sold at the sale in execution to the Prime Portfolio on 24 April 2018, on 15 January 2019 the Mr Mpofu requested that the home loan be reinstated as he and Ms Mpofu wanted to pay the full outstanding arrears, the default charges, and the legal costs of the Bank.

[15] On 18 February 2019 the Bank's attorneys advised the Mpofu's that the relevant bond cancellation documents had been already on 11 April 2019 prior to the sale in execution to the bond cancellation conveyancers. All that rendered the possibility of the reinstatement of the loan agreement impracticable and untenable.

[16] The Mpofu's reassured the Bank's attorneys of record that, if they cancelled the sale in execution of the subject property to the Third Claimant, they the Mpofu's, would be able to pay all outstanding arrears, default charges and legal costs, by reason of the fact that they had secured a purchaser for the subject property in an amount more than the amount

reached at the sale in execution. The Mpofu's undertook in that manner that they would comply with the provisions of section 129 (3)(a) of the NCA which provides that:

"*129 (3) Subject to such subsection (4), a consumer may-*

at any time before the credit provider has cancelled the agreement re-instate a credit agreement that is in default by paying to the credit provider all amounts that are overdue, together with the credit provider's permitted default charges and reasonable costs of enforcing the agreement up to the time of re-instatement; and-

after complying with paragraph (a), may resume possession of any property that had been repossessed by the credit provider up to an attachment order."

[17] As a consequence, on 28 March 2019 the Bank instructed its attorneys to cancel the sale in execution and to reinstate the Mpofu's loan agreement. The consequence thereof was that Prime Portfolio had to be reimbursed. The Sheriff's commission, Johannesburg Local Municipality's charges, the Homeowners Association's levies as well as the wasted transfer fees had to be paid to the Prime Portfolio, which was reimbursed with all the said amounts save the amount that was paid to Johannesburg Local Municipality. In short, the Mpofu's had to satisfy the requirements of section 129(3) of the NCA for the efficient, proper, and complete re-instatement of their credit agreement with the Bank.

[18] On 26 September 2019 the Bank's attorneys, because of the cancellation of the sale in execution, requested the Johannesburg Local Municipality to reimburse the Prime Portfolio with the sum of R260, 996 .45 paid to it in respect of the rates and clearance figures due, if the sale in execution be fulfilled and transfer required, without any success.

[19] To enable the re-instatement of their loan agreement the Mpofu's were required to pay the arrears and the related default charges, and the costs in the sum of R1, 577, 447.61 as

the re-statement amount in terms of section 129 (3) of the NCA. In short, the Mpofu's had to satisfy the requirements of section 129(3) of the NCA for the credit agreement to be effectively, properly, and completely reinstated. The Mpofu's were also advised of a possible claim for damages from Prime Portfolio relating to the amount paid by it to the Johannesburg Local Municipality towards the municipal rates and taxes, monies owed to the relevant Homeowners Association as well as the Sheriff's commission and wasted costs, and which could have enabled Prime Portfolio to obtain transfer of the subject property in its name.

[20] I accept that the re-instatement of the Mpofu's credit agreement was subject to them satisfying the requirements of s 129(3) of the NCA, in other words, they had to satisfy the court before there could be any effective restatement of their credit agreement that:

[20.1] they had t paid to the credit provider, in other words the Bank, all the amounts that were overdue in terms of the credit agreement.

[20.2] they had paid the credit provider's, in other words, the Bank's permitted default charges.

[20.3] they had paid the Bank's reasonable costs of enforcing the agreement up to the time of the re-instatement. As stated somewhere *supra,* these amounts totaled R1, 577, 447.661.

[20.4] For instance, in **Nkata v Firstrand Bank and Another 2016(4) S A 587 (CC)** at paragraph [26] the Court had the following to say:

"[26] Fourth, it found that Ms Nkata did not have to intend to reinstate a credit agreement. Still less did she have to signal to the bank any intention to do so. <u>This was because reinstatement occurs by operation of the law if the consumer as a fact makes payment as contemplated by section 129(3) unless reinstatement is prevented by virtue of section 129(4).</u>

(My own underlining)

[20.5] This paragraph makes it very clear that an agreement between the credit grantor and great receiver to reinstate a credit agreement is not necessary to reinstate a credit agreement. The reinstatement of any agreement takes place automatically or by operation of the law if the credit receiver makes the payments as set out in section 129(3)(a) of the NCA. The credit agreement can only be reinstated if the credit receiver purges his or her or its default. Simply put no purging of a default or no payment in terms of section 129(3)(a) of the NCA no reinstatement of any credit agreement.

[20.6] Moreover, in the instant matter the Mpofu's are prevented by the provisions of s 129(4) the NCA from reinstating the credit agreement. The said section provides get as follows:

"129 4) A consumer may not reinstate a credit agreement after-

(a) the sale of any property pursuant to

(i) an attachment order; or

(ii) surrender property in terms of section 127.

(b) the execution of any other court order enforcing that agreement; or

(c) *the termination thereof in accordance with section 123*.

[20.7] Accordingly, the Bank's instructions to its attorneys to cancel the sale in execution and to reinstate the loan agreement of the Mpofu's did not carry any weight and were of no use. This is because any agreement between a credit receiver and a credit grantor to reinstate a credit agreement is unnecessary. The reinstatement of a credit agreement takes place only after the credit receiver has satisfied the requirements of s 129(3)(a) of the NCA.

[21] According to s 129(3) the Mpofu's may only resume possession of the subject property that had been repossessed by the credit provider, in other words the Bank, pursuant to an attachment order, only after complying with the provisions of section 129(3)(a) of the NCA. Possession in this instance means *possessio longa manu.*

[22] The following two questions must be answered by reference to the evidence of the Bank and of the Mpofu's.

[22.1] Have the Mpofu's satisfied the requirements of s 129 (3)(a) of the NCA? and,

[22.2] Was there a proper, effective, and lawful reinstatement of the Mpofu's credit agreement with the Bank as envisaged by the s 129(3)(a) of the NCA?

The answer to the second question depends on the answer to the first one. If there was no satisfaction of the first question the second question does not even rise. In my view, the credit agreement between the Bank on one side and the Mpofu's on the other was never properly, completely, and effectively re-instated by reason of the fact that the Mpofu's never complied with the requirements of re-instatement of the credit agreements as envisaged in s 129(3)(a) NCA. Furthermore, and this is of paramount importance, nowhere in their answering or particulars of claim do the Mpofu's allege that they have complied with the requirements of s 129(3)(a) of the NCA. It is for these two reasons that I hold the view that the said credit agreement was never a re-instated.

[23] In addition, it also means that in terms of s 129(3)(b) of the NCA the Mpofu's did not resume possession of the subject property that had been repossessed by the Bank pursuant to the attachment order granted by Murphy J on 19 January 2016.

[24] As it will be shown here in below Mpofu's had no right to sell the subject property to Extreme Way Togo. Extreme Way Togo was therefore entitled to the refund of the

amount of R 800,000 that it had deposited into the mortgage bond account of the Mpofu's with the Bank.

[25] As a consequence the conflicting Offer to Purchase (the Second Sale Agreement) the Mpofu's, in contrast to the Court Order, and in their continued capacity as owners of the subject property, sold the property to the Extreme Way Togo for R800,000. By virtue of that Second Sale Agreement, Extreme Way Togo paid the said sum of R800,000 into the Mpofu's loan account held by the Bank. This payment was made by way of a direct electronic fund transfer. The said amount was related to the net amount or a portion thereof payable in respect of the purchase price of the subject property.

[26] Accordingly, at the core of the subject matter of the dispute are the respective amounts emanating from the First and Second Sales Agreements, in other words, the amounts of R260,996.45 and R800,000.00. The Mpofu's claim is related to the amount of R800,000.00 that was deposited by the Extreme Way Togo their loan account and the Prime Portfolio's claim related to sum of R260, 997.45 and or damages against the Mpofu's because of *mora debitoris*.

[27] The amount of R800,000 was subsequently paid to the attorneys of the Bank to be held in trust in terms of s 86(4) of the Legal Practice Act 28 of 2014 (the LPA).

THE CASE OF THE MPOFU'S

[28.1] The Mpofu's delivered an answering affidavit or their particulars of claim in which they *abuse of the process of this Court and more specifically interpleader proceedings by the Applicant and in collusion with the Third and Fourth Claimants to the extent that the Second and Third Respondents will accept any claim to the monies in question through these proceedings".*

[28.2] It is the Mpofu's case that the amount of R800,000 paid into their loan account held by the Bank should never be the subject of these interpleader proceedings except that "*the applicant seeks to escape the consequences of the fraudulent mischief and debiting of their account done by it.*"

[28.3] Mr Mpofu states that he duly signed the Offer to Purchase the subject property. This Offer to Purchase had been drawn by the Extreme Way Togo. It is attached to the founding declaration of facts as Annexure "N3". Mr Mpofu states that he accepted to sell the subject property to the Extreme Way Togo on, among others, the terms and conditions fully set out in the Offer to Purchase.

[28.4.1] Extreme Way Togo would pay the sum of R2million into the trust account of Fox and Barrat Attorneys within seven (7) days of the acceptance of the Offer to Purchase by Mr Mpofu.

[28.4.2] that the Extreme Way Togo pays a further sum of R1.6 million to be transferred to Pandor attorneys and be held in an interest-bearing account within thirty business days.

[28.4.3] the Extreme Way Togo pays to him a further sum of R1.2 million upon signature of the transfer documents.

[29.1] Extreme Way Togo has filed Interpleader Particulars of Claim. This Interpleader Particulars of Claim was signed on 25 March 2020 but only served on the Bank's attorneys on 13 May 2020. It is not clear whether the First and Second Claimants had sight of the contents of the said interpleader particulars of claim. One can only guess that they were not aware of it because nowhere in their answering affidavit or particulars of claim, which was signed on 8 July 2020, did the Mpofu's comment on the allegations contained in the interpleader particulars of claim of Extreme Way Togo.

[29.2] The Mpofu's did not respond to the following allegations made by Extreme Way Togo.

"2.7.12] In terms of the re-instatement of the said Claimants loan account they were required to pay the Applicant the arrears and related default charges and costs in the amount of R1, 577, 447.61.

2.7.13 By letter dated the 3rd of October 2019, a copy of which is Annexure "YT10" to the founding declaration of facts, the said claimants were advised of a possible claim for damages by the Third Claimant.

2.8 At all material times, on 31 January 2019, the said claimants were aware of the facts and circumstances as described in the preceding subparagraph".

[29.3] Extreme Way Togo then contends that at the conclusion of the Second Sale agreement on 31 January 2019, the Mpofu's did not disclose the facts and circumstances described in subparagraph 2.7 of Extreme Way Togo's particulars of claim or alternatively, while they were obliged to do so, the Mpofu's deliberately remained silent about such facts and circumstances at the time of the conclusion of the Second Sale Agreement.

[29.4] Even at the time Extreme Way Togo made payment of the sum of R800,000 into their loan account on 11 February 2019, the Mpofu's still did not disclose to Extreme Way Togo the facts and circumstances described in subparagraph 2.7 of their interpleader particulars of claim. They remained silent.

[29.5] The Mpofu's had a duty, at the material time of the conclusion of the Second Sale Agreement, to disclose all facts and circumstances set out in subparagraph 2.7 of their interpleader particulars of claim of the Extreme Way Togo.

[29.6] It is Extreme Way Togo's case that the Mpofu's should have, or ought to have known, that the Extreme Way Togo would not have concluded the Second Sale Agreement had the Mpofu's disclosed to them all such facts and circumstances as were necessary and relevant to enable them to make an informed decision before concluding the Second

Sale Agreement. According to them the Mpofu's acted mala fide in their failure to disclose those facts.

[30] It is furthermore Extreme Way Togo's case that the non-disclosure of the material facts and circumstances was material to the extent that it was induced by such non-disclosure of material facts and circumstances to conclude the Second Sale Agreement when it would never have concluded the said Second Sale Agreement if the relevant facts and circumstances had been disclosed to the Fourth Claimant. The payment of R800, 800.00 by them into the Mpofu's loan account would not have been made had they been provided with all the relevant material facts.

[31] According to its testimony, Extreme Way Togo only became aware of such facts and circumstances after 11 February 2019. It testified furthermore that in the premises the Mpofu's were not entitled to rely on the terms and conditions set out in the Second Sale Agreement and equally that they are not entitled to any part of the R800, 000. 00 and finally that Extreme Way Togo is entitled to the refund of the said sum of R800, 000.00.

[32] The Mpofu's have not dealt with the afore going allegations made by Extreme Way Togo in their particulars of claim. Besides, although they had delivered their answering affidavit, there was no appearance for them on 18th March 2021 when this matter came before Court. The Bank did not ask for an order in terms of Rule 58(5) of the Uniform Rules of Court even though the Mpofu's had delivered their particulars of claim but had failed to appear before court on 18 March 2021. Nothing in the subrule suggests that this court is at liberty to make such an order *mero motu*. This issue never came up for consideration on 18 March 2021. Accordingly, the court had to deal with what was before it. In my view, this point should have been raised by the Bank and not by Extreme Way Togo as it does not assist Extreme Way Togo's case. On this basis alone

Extreme Way Togo might not have been able to cancel the Second Sale Agreement. Be that as it may that point is worth noting for it assists this court to establish the honesty of the Mpofu's to fulfill their obligations arising from the Second Sale Agreement with the Fourth Claimant; it helps this Court to determine furthermore the honesty of the First and Second Claimant whether they would have been able, through the Second Sale Agreement, to fulfill their obligations to the Bank.

[33] The other aspect that Extreme Way Togo had raised in the Second Sale Agreement was the fact that the amount of R3, 600, 000.00, which was the amount at which the Mpofu's had sold the subject property to Extreme Way Togo, was far less than the amount owing by the Mpofu's to the to the Bank in terms of the loan agreement. This point should have been raised by the Bank and not by Extreme Way Togo for, in my view, it does not in any way assist Extreme Way Togo 's case.

[34] In the circumstances I found that:

[34.1] The First and Second Claimants had entered into the Second Sale Agreement with the Fourth Claimant.

[34.2] The Fourth Claimant had, for unknown reasons and under unclear circumstances, deposited a sum of R800, 000. 00 into the First and Second Claimants' loan account with the Applicant.

[34.3] That when it concluded the Second Sale Agreement with the First Claimants and paid the sum of R800, 000.00 into the loan account of the First and Second Claimant, the Fourth claimant had not been furnished, by the First and Second Claimants, with all the relevant and material details to enable Extreme Way Togo to make an informed decision before concluding the Second Sale Agreement and paying the said sum of R800, 000.00.

[34.4] **That Extreme Way Togo was misled into concluding the Second Sale Agreement and into paying the said amount of R800, 000.00 by the Mpofu's failure to disclose to them all the material facts and circumstances.**

[34.5] **That the first claimant was indeed entitled to cancel the Second Sale Agreement and to reclaim the refund of the amount of R800, 000.00.**

[34.6] **That neither the Bank was, nor the Mpofu's were, entitled to the sum of R800,000.00.**

[35.7] **That the amount of R800, 000.00 ought to be refunded to Extreme Way Togo**.

P M MABUSE

JUDGE OF THE HIGH COURT

Appearances

Counsel for e Applicant:	Adv. D J Van Heerden
Instructed by	Hannes Gouws & Partners Inc:
Counsel For the First and Second Claimants:	No Appearance
Matter Heard on	9 March 2021
Reasons furnished on	15 March 2022.