IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NUMBER: 5187/2021

DELETE WHICHEVER IS NOT APPLICABLE	
(1)	REPORTABLE:
(2)	OF INTEREST TO OTHER JUDGES:
(3)	REVISED.

In the matter between:

PORT O'CALL BODY CORPORATE

(Sectional Title Scheme Number: 165/2008) **Applicant**

and

VERWOERDPARK LIQUORS (PTY) LTD **Respondent**

JUDGMENT

Per Carrim AJ

Introduction

1. Applicant is the Body Corporate of a sectional title scheme called Port O' Call Vaal Marina situated on the banks of the Vaal Dam. Respondent is the owner of unit 801 in the scheme. The sole member of the Respondent is Mr Fernando Abreu.[1]

2. Applicant seeks a demolition order against the Respondent on the basis that Respondent has erected, without the approval or consent of the trustees, improvements to his unit which include a Louvre style roof and a tiled veranda, and parts of which encroach on the common property of the scheme ("the alterations").

3. The Port O' Call Vaal Marina lies on the banks of the Vaal Dam, Gauteng. A large proportion of the owners utilise their units as vacation or holiday homes.

4. The estate was previously a share block scheme. During 2008 certain properties were extracted from the share block scheme to create the Port O' Call Sectional Title Scheme. In this process the Management and Conduct Rules for the scheme were adopted.

5. As in most sectional title schemes, the rules of the scheme require that owners seek approval for alterations/improvements to their unit from the trustees of the body corporate. This is because trustees have a fiduciary duty to ensure that the estate is managed properly in accordance with the rules, the Sectional Title Schemes Management Act ("STSMA") and the law in general. In this role trustees have a duty to ensure the financial sustainability of the scheme and maintain the overall look and feel of the scheme.

[1] In these reasons a reference to the Respondent includes a reference to Mr Abreu and vice versa unless the context indicates otherwise. When convenient the male pronoun 'he' is used to refer to the Respondent.

6. Prior to the alterations unit 801 had a patio (interchangeably referred to as a Lapa and veranda) without any overhead covering. In front of the patio is an area which constitutes the common property and over which the servitude exists.[2]

7. In January 2021, Respondent applied to the trustees for consent to erect a Louvre style roof over the existing patio. However, it appears that Respondent had already commenced some work on the site during December 2020.

8. On 23 January 2021 the trustees at a meeting decided not to approve the application.[3] This was decided after a delegation of trustees had conducted an on-site inspection and reported back to the meeting on their findings. The minutes of the trustees meeting reflect under the item '(g) 801- application for Louvre awning' that upon inspection it was found that unit 801had tiled a veranda over common property and over the main water and sewage line for 14m long x 2m wide (over entire servitude and up to the boundary of property in front 701). The minutes reflect further the trustees' concern that should there be leak, it would go undetected because the water and sewage line is now covered with bricks, concrete, and tiles. The application was refused but the minutes reflect what size of awning could be approved.

9. In line with the trustees' decision a letter was sent to the Respondent on 3 February 2021 via email where he was advised of the refusal to consent.

10. In this letter the trustees explain that the application was refused because there is insufficient space in the front of the unit due to boundary limitations between unit 801 and 701. The letter further points out that the on-site inspection had revealed that a tiled veranda had been erected over common property, which covers the main and sewage line. The Respondent is told that the veranda was not approved and no application for it was received. Further that the trustees were concerned about the encroachment over the common property and the water and sewage line because leaks would not be detected. The Respondent is asked to remove the tiling and

[2] See picture in Annexure KF7 to the FA. 001-105.

[3] Annexure KF. 9001-108

concrete which exceeds the building line and is on the common property.

11. The Respondent however is given another opportunity to apply to instal a Louvre roof, if still required, on the west side of the unit and the maximum size that he could apply for. Attached to the letter is an amended sketch to assist the Respondent.[4]

12. I set out in some detail what was communicated to the Respondent in this letter because the trustees provided a detailed explanation of why the application was refused and provided the Respondent with another opportunity to re-apply for the Louvre style roof.

13. Nothing is heard from the Respondent. In the answering affidavit Respondent avers that he had not seen this letter.

14. On 17 March 2021 the Respondent proceeded to erect the Louvre roofing.

15. A second letter was sent by the Applicant to the Respondent on 19 March 2021 where the trustees record that he had seemingly ignored the previous letters/emails in which he was advised that his application had not been approved. Despite this he had gone ahead and installed the Louvre roofing. He was requested to remove the Louvre roofing and to remove the concrete and tiling as per the previous request. He was asked to attend to this urgently and if all was not removed within 14 days of this letter, they would apply for a demolition order.[5]

16. Still nothing was forthcoming from the Respondent, nor did he comply with the request of the trustees that the unapproved alterations be removed.

17. On 9 April 2021 the Applicant informed Respondent that it was proceeding with the demolition order because they had not received a response from him, nor had he complied with the request to

[4] Annexure KF10 and KF11. 001-110- 112
[5] Annexure KF12. 001-113

remove as per the previous request.[6] This was sent via email to the same email addresses previously used for the Respondent.

18. On 15 April 2021, Moodie and Robertson Attorneys ("M&R") acting on behalf of the Respondent, wrote to the Body Corporate. They advised that the Respondent would appoint a land surveyor to legalise the building extensions. They explained that the land surveyor will obtain the requisite approval from the local municipality and all other approvals required to legalise this extension and to attend to the drafting of the sectional plan for these extensions for approval by the Surveyor General. They further stated that the conveyancing department will attend to the registration of the extensions at the Deeds Office. They then asked for an indulgence for their client to have these extensions legalised and in the event of the approvals not being granted, the client undertakes to remove the structures within a reasonable time.[7] In the circumstances any application to court for a demolition order would be unnecessary.

19. The trustees then instructed A Chimes van Wyk Inc ("Chimes") to respond to the M&R letter. Chimes replied on 26 April 2021, recording that in their view Respondent had conceded and it is no longer in dispute that he has erected various improvements over the boundary of his exclusive use area and onto the common property without consent. It was pointed out that the unlawful improvements also cover the common property over which the water/sewage servitude exists. Chimes records that they did not understand the Respondent's intended course of action where he would seek to legalise the improvements and that any approvals sought by the Respondent would not regularise the matter without the consent of the body corporate. Chimes places on record that the Respondent had failed to apply for any approvals for the improvements and record his *mala fides*. The letter makes clear that the trustees do not grant any consent to these improvements. In what seems a response to the proposal by the Respondent that he will approach the Surveyor-General for approvals of the extensions, Chimes states that encroachments on common property would amount to alienation of the common property, which the trustees cannot give consent to. The unanimous consent of all the members would be required for

[6] Annexure KF13

[7] Annexure KF14 to the Founding Affidavit. 001-115.

such approval and even if the Respondent were to succeed, the Respondent would have to require the written consent of every financial institution holding a bond over any other section in the estate. The Respondent is then given a further 30 days to remove all the improvements made by him that are on the common property of the Body Corporate and to reinstate the common property to a fair and reasonable state akin to what it was previously.

20. Almost a month later, on 21 May 2021, M&R respond to Chimes, apologising for the delay and advise that they had been waiting for instructions from the Respondent. They advise further that their mandate has been terminated and they no longer represent the Respondent.

21. The Applicant thereafter obtained the services of a land surveyor Mr Carlo Grobler to provide it with a report. Mr Grobler surveyed the land in July and August 2021 (001-120) and drew up annexure P1 to his report.[8]

22. As can be seen from Mr Grobler's notes and P1 –

23. A Louvre roof and tiled veranda have been constructed over the property:

    23.1. The portion of the Louvre rook and tiled veranda in blue on the diagram are within the Respondent's exclusive use area (approx. 20sqm in extent);
    23.2. The portion of the Louvre roof and tiled veranda (purple on the diagram) are encroaching on/over the common property measuring approximately 35 sqm in extent; and
    23.3. There are furthermore portions if the tiled veranda with no Louvre roof covering over it (orange on the diagram) which is withing the Respondent's exclusive use area (appox 5sqm in extent) and portions highlighted in yellow which is encroaching on/over the common property (approx. 7 sqm in extent).[9]

[8] 001-123

[9] 001-121 - 122

24. During September 2021 the Respondent nevertheless continued with his improvements and installed motorised blinds thereby converting the patio into a completely enclosed space which was then used as an entertainment space.

25. This Application was launched on 29 October 2021 and is opposed by the Respondent on several grounds which I will deal with where appropriate.

26. But before I do that it would seem appropriate to record here that at the commencement of these proceedings the parties engaged with each other to find a workable settlement or a *via media*. The matter was stood down until they were ready to begin.

27. When the parties appeared before me, Mr Stevens and Ms Pillay reported that the legal representatives on both sides, as well as the Applicant were in favour of a draft that had been prepared by them. The Respondent however was unwilling to sign off on it. In the circumstances the matter had to be argued.

28. Notwithstanding the concession made by M&R on behalf of the of the Respondent on 15 April 2021, that the alterations were not approved, the Respondent opposed this application on every conceivable ground.[10]

Preliminary grounds

29. The first broad ground of opposition raised by the Respondent and in the form of a points *in limine or* preliminary grounds is what I have termed 'lack of authority'. In a clutch of opposition grounds under this rubric the Respondent challenges the authority of Chimes,[11] the *locus standi* of the deponent and validity of the trustees' resolution.

30. In pursuance of bringing this application the trustees adopted a unanimous resolution in which they ratified the instructions to Chimes and specifically instructed Chimes to proceed with this application.[12] In the same resolution the trustees authorised Mr Ian Kirkpatrick in

[10] Colloquially referred to in legal parlance as a 'shotgun' approach.
[11] See Rule 7(1) Notice of 15 February 2022 served on Chimes.
[12] Annexure KF1. 001-29.

his capacity as General Manager of the Body Corporate to sign all documentation that might be required to give effect to the instructions to Chimes to proceed with this application.

31. In relation to Chimes' authority, at the time of hearing this matter it was unclear whether this have been brought under Rule 7 of the Uniform Rules of Court or whether it was being challenged based on the trustees' resolution.

32. Mr Stevens on behalf of the Applicant seemed under the impression that a Rule 7 notice had not been filed. In the Respondent's heads it is submitted that there such a notice was served and that it will be uploaded onto CaseLines (the electronic version of the case file).

33. Considering this uncertainty, neither party was able to take this matter further in argument but in my view the issue has been dealt with adequately in the papers.

34. A Rule 7 notice was indeed filed on the Chimes on 15 February 2021 via email by the Respondent's new attorneys of record. [13] In response, on 16 February 2021 Chimes pointed out that the Respondent's attorneys had become aware of the application and that Chimes was attorney of record on or about 19 January 2021. Hence the 10-day *dies* prescribed in Rule 7(1) had expired. Chimes placed on record that in their view this was spurious and vexatious filing of notices.[14] Nevertheless, in his letter Mr Curtis from Chimes pointed to the unanimous resolution of the trustees authorising the firm to bring this application.[15]

35. As to the *dies*, Respondent was indeed out of time with its rule 7(1) notice and no application for condonation has been filed by the Respondent. Accordingly, this challenge stands to be dismissed.

36. The Respondent's challenge to Mr Ian Kirkpatrick's *locus standi* is also without merit. The trustees' resolution expressly authorises him

[13] 006-8

[14] Annexure VL2. 007-28

[15] Annexure KF1 to the applicant's founding affidavit

to depose to '*any affidavits that will form part of the anticipated court action*'. (See also *Ganes and Another v Telecom Namibia Ltd.*[16] *)*

37. Finally, the challenge is made to the validity of the resolution itself. The Respondent challenges the validity of the resolution on several grounds namely that it is undated, that one of the trustees L S Sterne was not a trustee at the time that the permission was refused and that there should be seven trustees but only six had signed.

38. As to the last two challenges these are completely without merit. Rule 4(1) of the Management Rules provides that the number of trustees is determined by the members in a general meeting, provided that there are not less than two trustees.[17] Rule 2(d) provides that the definition of trustee includes an alternate trustee.[18] Rule 8 allows the trustees to fill any vacancy in their number in the period between general meetings.[19] Rule 24 allows for round robin resolutions in that a resolution in writing signed by all the trustees shall be as valid as it had been passed at a trustee meeting duly convened and held.[20] Finally, rule 11 provides that any act performed by ant trustee/s found subsequently to be defective is any event valid as if the trustee was duly appointed.[21]

39. The Applicant explained that at the 2020 Annual General Meeting ('AGM') it was decided that the trustees would be a minimum of two and a maximum of seven.[22] Seven trustees were elected at the AGM. Mr W Samson and Mr M Thompson subsequently resigned. Ms LS Sterne was co-opted as a trustee on 3 March 2021 as per rule 8. These were the trustees in office at the time. As to the undated resolution, the Applicant explained that the resolution had been adopted via round robin as authorised by the Management Rules during October 2021 and was duly signed by all of the trustees in office at the times.

[16] 2004 (3) SA 615 (SCA) at para 19
[17] Annexure KF5 of the Founding Affidavit
[18] 001-35
[19] 001-38
[20] 001-44
[21] 001-40
[22] See Applicant's Replying Affidavit at para 13-18

40. I am satisfied that the resolution of the trustees found at KF1 is valid and duly signed in accordance with the Management Rules. The Respondent's challenge is therefore dismissed.

Internal remedies

41. A second theme of opposition raised by the Respondent was that the trustees failed to exhaust internal remedies or refer the matter to the matter to arbitration or the Community Schemes Ombuds Service (CSOS).[23]

42. It must be noted that no application for a stay of these proceedings was launched by the Respondent for the Applicant to exhaust internal remedies.

43. The Respondent relies on Rule 71(1) and 71(2) of the Management Rules to argue that the matter should have been referred to arbitration.

44. Rule 71(1) provides that "*any dispute between the body corporate and an owner or between owners arising out of or related to the Act ...save where an interdict or any form of urgent or other relief may be required from a Court having jurisdiction, shall be determined in terms of these rules*.".

45. Rule 71(2) provides for notification of the dispute by the aggrieved party to the other and copied to the trustees and managing agent. If the dispute remains unresolved within 14 days, *"either of the parties to the dispute may demand that the dispute or complaint be referred to arbitration*." Rule 71(3) provides that "*Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication the parties appoint an arbitrator ...as may be agreed between the parties*".

46. On an ordinary reading of rule 71, there is nothing in the language of the rule that suggests a dispute of any type must be referred to arbitration. Rule 71(2) expressly provides that a party *may* demand that the dispute be referred to arbitration. A party is not compelled to

[23] Ombuds office established under Act 9 of 2011.

do so. More importantly rule 71(1) carves out a category of relief – namely where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction – from the rules themselves. The Applicant seeks a mandatory interdict and demolishment order, relief that squarely falls within the type of relief that need not be determined in terms of this rules. Hence this challenge is also dismissed.

47. Mr Stevens on behalf of the Applicant submitted that while the referral to arbitration was not peremptory, the question did arise whether there was in fact a dispute that could be referred to arbitration given the concessions that had been made by the Respondent on 15 April 2021.

48. Nevertheless, it is trite that an arbitration clause in general does not preclude a Court of competent jurisdiction from adjudicating the matter. The mere fact that the rules may permit a party to refer a dispute to arbitration does not preclude this Court from adjudicating the matter when no actual dispute has been referred to arbitration. See *PCL Consulting (Pty) Ltd t/a Phillips Consulting SA v Tresso Trading 119 (Pty) Ltd* 2009 (4) SA 68 (SCA).

49. The Respondent then relies on rule 35 of the Conduct Rules to suggest that the Applicant ought to have set up a disciplinary committee and the matter should have been dealt with in terms of the procedures set up under that rule. Rule 35 (1) provides that "*The Board <u>may,</u> without prejudice to any of the Board's rights ...appoint an ad hoc disciplinary committee*". Once again this is not a peremptory provision. The trustees were not compelled to follow this path.

50. As far as the referral to CSOS is concerned, the Respondent has not put up any facts or referred to any rules or regulations in support of its contention that the matter ought to have been referred to CSOS first.

51. Be that as it may and for purposes of completion, I deal with the point. The issue of whether matters ought to first be referred to the CSOS was discussed in *The Body Corporate of the Sorronto*

Sectional Title Scheme, Parow v Leozette Koordom & Another.[24] In that matter the Court in grappling with the courts' concurrent jurisdiction over matters involving sectional title schemes with CSOS and when matters should be referred to the Ombud established under that Act[25] found that the matter ought to have been referred to the CSOS first and that there were no exceptional circumstances pertaining to that matter that justified it being referred to the high court as first instance. [26]

52. The exceptional circumstances that Carter AJ had in mind are found in the guidance given by Justice Sher in *Heathrow Property Holdings No 33 Close Corporation and Others v Manhattan Place Body Corporate and Others*.[27] In that judgment the Court was of the view that disputes pertaining to sectional titles schemes fall within the ambit of the CSOS Act and they are in the first instance to be referred to the Ombud for resolution in accordance with the conciliative and adjudicatory processes established by the Act. Courts would therefore be entitled to decline to entertain a matter. The Ombud should be considered as an internal remedy to be utilised by parties unless exceptional circumstances entitled a litigant to approach the High Court directly. However, what these exceptional circumstances are will have to be determined on a case-by -case basis.

53. In *Sorrento* the issue involved an owner refusing the body corporate from accessing his unit to do a supplementary leak detection test.

54. This case concerns a matter of permanent alterations done by an owner on his exclusive use area without approval from the body corporate and one of encroachment on the common property. Encroachment on common property would be of grave concern to any Body Corporate, not just the Applicant. This is because any act of encroachment on common property involves an owner appropriating to his own exclusive use areas of a section title scheme that he or she has no right to and to the prejudice of the other owners in the scheme.

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[24] Judgment of Carter J of the Western Cape Division, 26 May 2022
[25] No 9 of 2011
[26] Para 19
[27] [2021] 3 ALL SA 527 (WCC)

55. Moreover, the Respondent's conduct is not one of minor encroachment of a temporary nature. He has built a concrete veranda over a critical water and sewage line on the common property, thereby not only appropriating common property to his exclusive use, but also creating a problem, for himself and all the members in the scheme, by making leak detection difficult.

56. The trustees were also concerned that if the Respondent was not asked to demolish his unlawful alterations this would set a precedent and might open the floodgates to unauthorised building and encroachment on the estate.

57. Referring the matter to the Ombud in these circumstances would simply have led to more delays in a matter of great concern to the Body Corporate.

58. Furthermore, the Respondent had already conceded that his extensions had been done without approval and had undertaken to remove them if such approvals were not obtained in the letter from M&R. There would be little benefit in seeking a demolition order from the Ombud (on the assumption that it is within its competence) which in any event would need to be enforced through the courts.

59. In my view such circumstances would constitute exceptional circumstances to approach this court without further delay.

60. In summary none of the alleged points *in limine* or preliminary challenges raised by the Respondent succeed.

Implied/Tacit consent

61. I turn now to consider the Respondent's opposition on the merits. Given that the Respondent had already conceded that the alterations (referred to as the extensions in the M&R report) were done without the necessary approvals, that should be the end of the matter. Yet the Respondent persists in his opposition.

62. I make the observation here that in the M&R letter no explicit concession is made that the extensions required the trustees' consent. And this is probably why Chimes went to great lengths to place on record that the involvement and approval of the body corporate alternatively the members in general meeting would be required to regularise the alterations.

63. The Respondent avers that he had relied on assurances given to him by Kirkpatrick, as general manager, that "*he did not anticipate any problem*" with obtaining approval, that Kirkpatrick was aware of that work had begun because of the cement being delivered to the unit in December 2020 and that he had even offered Kirkpatrick some of his leftover cement.

64. It might be that the Respondent was re-assured by Kirkpatrick, but on his own version these assurances were premised on him submitting an application to the trustees. If he thought that what Kirkpatrick told him was sufficient, he would not have submitted the application for approval by the trustees.

65. In any event the Respondent knew by 3 February 2021, without any doubt, that his application had been refused. Notwithstanding this he went ahead to erect the Louvre roof during March 2021.

66. The Respondent further avers that the Louvre roof is not a permanent structure and that he has plans and which are pending approval.

67. This argument is simply without merit. The Louvre may be retractable, but the awning and pillars are all fixed. Once installed they become fixtures to the building.

68. But this argument is also one of recent fabrication because the Respondent in the M&R letter of 15 April 2021 undertakes that it will legalise all the extensions and even "*register them at the Deeds Office*" once the relevant approvals from the local municipality are approved. In this the Respondent acknowledges that the extensions

are both illegal and of a permanent nature. Why else would he need municipal approval and registration at the Deeds Office?

69. The fact that municipal approval is pending for his plans is not relevant for purposes of this application. Ultimately, he would still require the consent of the trustees in accordance with the rules of the scheme.

70. The last explanation given by the Respondent is that there was existing paving on the common property in front of his patio and he assumed that consent had been given for that to the previous owner. It is difficult to understand what he seeks to achieve with this averment. The fact that there was existing paving on the common property could equally suggest a contravention by the previous owner. If there was any doubt in the Respondent's mind about this paved area, he of course could have made enquiries. Any such doubt or assumption was in any event dispelled by 3 February 2021, when the Respondent was asked by the trustees to remove the encroachment and to re-submit his application. The Respondent did neither.

71. In conclusion, the Respondent's challenge on the merits fails. He has been unable to show that he could proceed to implement the alterations without the consent of the trustees or that his encroachment on common property was lawful.

Costs

72. In considering the relief sought by the Applicant I am mindful that in sectional titles schemes there is a constant tug o' war between the individual desires of owners (members) and the limitations placed on them by the rules of the scheme. There may be disputes and disparate ambitions among owners, which if not managed well could lead to a serious fall out and increased tensions among owners.

73. At the same time trustees have a fiduciary duty to ensure that the value of the estate is not diminished, and common property not appropriated by owners for their exclusive use. Encroachment on

common property is a serious matter. An encroacher unlawfully interferes with the rights of use of other members of the scheme.

74. In an encroachment such as this where common property is added to the exclusive area of the owner, the owner has appropriated to his exclusive use property he has no right to own or use exclusively. By doing so he has increased his participation quota without paying for it and at the expense of other owners and the scheme at large. The Respondent has gone further and has caused great inconvenience to the body corporate by cementing over a water/sewage servitude.

75. The Applicant on the other hand has adopted a reasonable attitude to the enforcement of the rules as demonstrated by its letter of 3 February 2021. It was willing to afford the Respondent a second opportunity to apply for approval for a modified Louvre roof. At the doors of court, prior to the commencement of these proceedings the Applicant endeavoured once again to arrive at some workable settlement in which the encroachments on common property would be removed, and the remaining structures regularised.

76. The Respondent on the other hand has taken a defiant and uncooperative stance from the beginning. He commenced work on his unit prior to obtaining the necessary approvals from either the trustees or the relevant municipality. The high watermark of the Respondent's co-operative stance was contained in the letter from M&R in which he undertook to obtain the necessary municipal approvals failing which he would remove the structures. But even in this, he demonstrates defiance by suggesting that the scheme be redrawn by the Surveyor-General.

77. The Respondent's intransigent attitude was further demonstrated by him installing the motorised blinds despite being refused consent to erect Louvre roof in the manner that he did. Sadly, the same attitude was demonstrated by him in this litigation – notwithstanding his concession in the M&R letter - in which he threw up several unmeritorious challenges.

78. In weighing all these factors, I am of the view the appropriate relief in this matter is to grant the following order:

ORDER

1. The Respondent is ordered to demolish and/or remove the following structures and/or improvements made to its property situated at Number 801 (Unit 18), Port O' Call Sectional Title Scheme Number 165/2008, Vaal Marina, Gauteng within 30 days of date hereof

1.1 The Louvre roof structure and the tiled patio with its foundations as indicated in purple and per Note 3 on P1 and measuring approximately thirty- five (35) square metres,

1.2 The Louvre roof structure and the tiled patio with its foundations as indicated in blue and per Note 2 on P1 and measuring approximately twenty (20) square metres,

1.3 The concrete and tiled area with its foundation as indicated in yellow and per Note 5 on P1 and measuring approximately seven (7) square metres, and

1.4 The concrete and tiled area with its foundation as indicated in orange and per Note 6 on P1 and measuring approximately five (5) square metres.

2. In the event of the Respondent failing to comply with the order in 1 above the Applicant be and is authorised to at the cost of the Respondent to demolish the structures referred to in 1.1, 1.2, 1.3 and/or 1.4 (as the case may be) above and as indicated in P1.
3. The Respondent is interdicted from making any building alterations and/or additions to its unit without the prior written consent of the Applicant where such consent is required.
4. The Respondent is ordered to pay the costs of this application in the scale as between attorney fees and own client.

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CARRIM AJ

Appearances:

For the Plaintiff: **Adv B.D Stevens**

Instructed by: Morgan Law Inc.

For the Defendant: **Adv. L Pillay**

Instructed by: Veronica Singh & associates

Date of hearing: 10 October 2022

Date of judgment: October 2022