Editorial note: Certain information has been redacted from this judgment in compliance with the law.

REPUBLIC OF SOUTH AFRICA

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

CASE NO: 27681/2014

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

_____ _____/_____/_____
SIGNATURE DATE

In the matter between:

H[…], W[…] Applicant

And

H[…], J[…] (formerly D[…]) RESPONDENT

J U D G M E N T

KEIGHTLEY, J:

INTRODUCTION

1. In this matter the applicant, Mr H[…], seeks the following relief:

> "1. (The) (a)mendment and rectification of the divorce settlement agreement concluded between the Applicant and Respondent on 25th July 2014, (which was subsequently incorporated in a divorce order on 9th April 2015) in the following terms:
>
> 1.1 That Clauses 2.1 to 2.2.6 of the divorce settlement agreement be deleted and substituted with the following:
>
> 1.1.1 That the Respondent pays the Applicant a sum of R2 570 666,66 in full and final settlement of whatever claim the Applicant may have against the Respondent, with interest calculated thereon at 10.25% per annum from 27th December 2018 until date of payment,
>
> 1.1.2 Alternatively to paragraph 1.1.1 above: that a liquidator namely Shirish Kilian will be appointed to determine the accrual. The liquidator will have the powers as per Annexure "X" attached." (emphasis in the original)

2. His case is premised on a subsequent agreement that he says the parties concluded to vary the terms of the settlement agreement insofar as it relates to the proprietary aspects of their divorce. Mr H[…] contends that Mrs H[…] has failed to honour the terms of the variation agreement and he asks the court to enforce his rights under the agreement as varied.

3. Many of the facts are common cause. The parties were married out of community of property with the accrual system. Their marriage ended in divorce after many years. At that stage, Mrs H[…]'s accrued estate exceeded that of Mr H[…]. The parties entered into a settlement agreement that dealt with the proprietary aspects of their divorce. The relevant terms of the settlement agreement that was incorporated into their divorce order are the following:

> "2. PROPRIETARY SETTLEMENT
>
> 2.1 Whereas the Defendant is the owner of the immovable property situated at Plot […], Dennis Road, […] (hereinafter referred to as the Dennis Road property).

2.1.1 The parties wish to record that the Dennis Road property has been sold to the following Developer being Velocity (Pty) Ltd represented by Warren McFayden, who will also attend to the subdivision of the property.

2.1.2 The following conveyancer Claassens and Associates is attending to the transfer of the Dennis Road property to the Developer. The conveyancer will from the payment received from the Developer pay the Plaintiff the sum of R1 350 000,00 (One million three hundred and fifty thousand Rand) and pay the remainder of the monies to the Defendant.

2.2 The parties wish to further record that as part of Developer's obligations in terms of the purchase agreement that he will transfer 3 (three) other properties with buildings erected thereon to the H[…] Family Trust to be created by the parties.

2.2.1 The costs to transfer the 3 properties to the Trust to be formed will be paid for by the said Trust.

2.2.2 The parties shall do whatever is necessary to transfer ownership of the properties to the Trust to be formed and sign whatever documentation is necessary for such transfer.

2.2.3 The Defendant herewith authorises the above Developer and Conveyancer to release any information pertaining to what is stated herein to the Plaintiff.

2.2.4 Similiarly the Defendant will also keep the Plaintiff up to date with progress herein and the further particulars and contact details of the Conveyancer, and Developer.

2.2.5 In the event that the either party fails, neglects or refuses to sign any documents required for the transfer of the 3 properties within 7 (seven) days of being requested in writing to do so, any Sheriff of this Honourable Court is ordered and directed to sign such documents on his/her behalf.

2.2.6 The parties agree that they will both be Trustees in the Trust to be formed and that the parties and their major children K[…] D[…], T[…] H[…] and B[…] H[…] will be beneficiaries in the Trust to be formed.

2.3 Save as set out above the parties agree that they will retain whatever other assets they have in their possession or which is registered in their names as their sole and absolute property and agree to waive any and all claims they might have against each in respect of each others pension funds, retirement annuities and or endowment policies.
…

6. FULL AND FINAL SETTLEMENT
This agreement constitutes the whole agreement and save for any agreement that the parties may enter into in writing and sign, this agreement supersedes all prior agreements and/or arrangements entered into between the parties, save for the terms and conditions contained in this agreement, neither party shall have any claim against the other arising contractually, by statute or otherwise and for any reason whatsoever and this agreement is in full and final settlement of all the claims against and obligations owed by the parties to each other."

4. The property transactions referred to in clause 2 of the deed of settlement formed part of a joint venture agreement between Mrs H[...], who was the registered

owner of the immovable property that was the former family home, and a developer. The joint venture envisaged that Mrs H[...] would transfer the property to the developer against payment of a purchase price of R2 500 00. 00, together with Mrs H[...]'s right to take transfer of three of the subdivided erven (the units or the properties) which were to be developed by the developer to her specifications. Mrs H[...] was also entitled to a development consideration credit in the total amount of R3 856 000. 00 in respect of the three units.

5. The joint venture agreement also recorded that the development of the units would be completed within 24 months of the property being transferred to the developer. It is common cause that this 24-month period expired on 27 December 2018. However, the units were not developed by that date and, in fact, have yet to be developed. The delay and the developer's failure to comply with its obligations led not only to a delay in the transfer to the family trust of the units, as envisaged in the deed of settlement, but also to litigation between Mrs H[...] against the developer.

6. Despite the delay, the property was duly transferred to the developer and Mr H[...] received payment of the amount of R1 350 000. 00 in terms of clause 2.1.2 of the deed of settlement. In about December 2018, Mr and Mrs H[...] entered into discussions about the units. They agreed that they no longer wished the units to be transferred to the envisaged Trust, as provided in clause 2.2 of the deed of settlement. The written record of these discussions appears from the correspondence between the parties, and subsequently their attorneys, in which they considered the variation that would have to be effected to the deed of settlement to make provision for what they now agreed should happen with the three units. It is this correspondence that forms the backbone of Mr H[...]'s case and so it is necessary to consider it in some detail.

THE CORRESPONDENCE

7. On 7 December 2018, Mr H[…] sent an e-mail to the Mrs H[...] requesting her to confirm his understanding that clause 2.2 of the divorce settlement agreement would be varied as follows: the Trust to be formed would no longer be formed; the developer would transfer two of the three properties to Mr H[…] or his nominee, and one of the three properties to Mrs H[…] or her nominee.

8. She responded by way of an email on 17 December 2018 to the effect that: "*Upon the successful completion of the agreement that (the developer) has with me, two of the three properties that are due (sic) will be transferred either into your name or one of your nominees.*" However, Mrs H[...] also reminded Mr H[…] that, "*as we discussed and agreed, given our respective interest in the successful conclusion of this agreement, you will be contributing your two thirds share of the costs of this action*." The latter reference is to the costs of the litigation against the developer. Mrs H[…] recorded further that as they had also discussed, Mr H[...] would ensure that the change in the settlement agreement could be done through a negotiated agreement between the two of them, and that it would not require legal ratification.

9. There were further email exchanges between the parties in January 2019. Mr H[…] noted Mrs H[…]'s "*confirmation of the required amendment*". He indicated that the deed of settlement would have to go to back to court for amendment, as it had been made an order of court. He also stated that before the parties went ahead with the variation of the deed of settlement the parties "*may have to re-think the amendments required*". They would need to discuss various costs involving the developer, and "*any monies paid or received*". Mrs H[...] responded that Mr H[…] needed to be more specific about what he was suggesting regarding the

change to the deed of settlement and the costs, and that his input was needed in order that they could both be on the same page going forward.

10. These exchanges provide the backdrop to what Mr H[…] contends was a binding agreement to vary the deed of settlement, which variation agreement he contends is enforceable against Mrs H[…], and establishes the premise for the relief he seeks.

11. It seems that it was after the December 2018 and January 2019 exchanges that both parties acquired the services of attorneys to represent them. As evidence of the alleged conclusion of the amendment agreement, Mr H[…] relies on a letter sent by Mrs H[…]'s then attorney, Brian Kahn Inc, to Mr H[…]'s attorney, Tracy Sischy Attorneys, on 7 March 2019 (the 7 March letter).

12. Of particular significance, says Mr H[…] is paragraph 2 of the 7 March letter, which says the following:

> "Your interest in the matter flows from clause 2.2 of the divorce settlement concluded at the time you and J[…] became divorced, which divorce settlement was made an order of court (the 'settlement order'), <u>but which was varied by you and our client in the respects referred to hereunder</u>." (emphasis added)

13. Later, in paragraph 3, the letter records that:

> "… but, notwithstanding the provisions of the settlement order, the decision was taken by you and our client that a family trust would not be be established and the three properties which were … to be transferred to the trust … would be disposed of as follows:- … you would receive two the three properties; and … our client would receive one of the three."

14. Also of particular significance for Mr H[…]'s case is paragraph 5 of the letter which records that: "*… the two of you have agreed to transfer the properties as outlined … above*."

15. On 2 July 2019, Mr H[...]'s attorney wrote to Mrs H[...]'s attorney, referring to the email communications between the two parties in December 2018, and the 7 March letter from Mrs H[...]'s attorney, and averred on this basis that:

> "5. Accordingly the parties (*sic*) written divorce settlement agreement was varied in writing, which the parties confirmed in e-mails to one another. Our client's e-mail dated 7th December 2018 is attached as Annexure 'RH1'
>
> 6. This is not in dispute and was in fact confirmed by your office as per paragraphs 3, 5 and 6 of your letter of 7th March 2019. A copy of your letter is attached hereto for sake of convenience as Annexure 'RH2'."

16. The letter went on to advise that Mr H[...] had instructed that the variation agreement be properly recorded and made an order of court. To this end, a draft variation agreement was attached to the letter, for Mrs H[...]'s "*consideration*".

17. The terms of the draft variation agreement recorded that the parties had agreed to vary the deed of settlement as follows (I highlight the most relevant aspects):

> "6. The parties wish to further record that as part of (the developer's) obligations in terms of the JV that it undertook to transfer 3 (three) subdivided properties with buildings measuring a minimum size of 160 square metres per property erected on the Dennis Road property to the Defendant or her nominee by 27th December 2018.
>
> 7. The Defendant in turn would ensure that two of the aforesaid properties are transferred into the name of the Plaintiff, at his own cost. Alternatively the Defendant would pay to the Plaintiff a sum equivalent to the value of two such properties by 27th December 2018.
>
> 8. If the Defendant did not transfer the aforesaid 2 properties or a sum equivalent to the value thereof as at December 2018, the Defendant would be liable to pay interest at the legally prescribed interest rate of 10,25% per annum from 27 December 2018, until date of payment.
>
> 9. The Defendant will comply with the terms of this agreement within 3 months from date of signature of this agreement.
>
> 10. This agreement is not subject to the JV agreement, or (the developer's) performance In respect of the JV agreement." (emphasis added)

18. It should be noted that the underlined portions of the draft variation agreement do not appear from the written communications discussed earlier. It is common

cause that Mrs H[…] did not sign the draft variation agreement, nor any other version of such an agreement.

19. On 17 July 2019 Brian Kahn Inc wrote to Mr H[…]'s attorneys. In the letter, the attorneys raised the question of who should bear the costs associated with having the properties transferred to the parties since they were no longer to be transferred to the family trust. In particular, the letter pointed out that because of the dispute between Mrs H[…] and the developer, it might be necessary to engage in litigation. The letter recorded that the parties had already agreed to share the costs, including litigation costs, proportionately between the parties on a two-thirds (Mr H[…]), one-third (Mrs H[…]) basis. Reference was made to Mrs H[…]'s email of 17 December 2018 in which she confirmed this agreement with Mr H[…]. Towards the end of the letter, the following paragraphs appear:

> "4.4 Even if you do not confirm that R[…] will abide by the agreement he concluded with J[…], J[…] intends to hold him to that agreement in all circumstances. We place on record that should R[…]'s repudiation of his agreement with J[…] to accept his liability for 2/3 of the costs, J[…] will have no obligation (whilst he is in breach) to perform any obligations that she may owe him given the reciprocal nature of the obligations.
>
> 4.5 I would urge you therefore to give very serious consideration to the consequences of R[…]'s repudiation which — at the risk of repeating myself- is not accepted by J[…]."

20. Tracy Sischy Attorneys replied on 29 August 2019 strongly denying that Mr H[…] had agreed to the proportionate splitting of the costs, or to paying any costs at all. In the circumstances, Ms Sischy denied that Mr H[…] could be said to have repudiated any agreement. At the end of this letter, Ms Sischy proposed a round table meeting to discuss settlement on a without prejudice basis on several issues, including the question of a contribution to legal costs. It was also proposed that a discussion be held on: "*… when your client will transfer the two properties to our*

client and failing that when she will pay the fair and reasonable market value of the two properties to our client."

21. A round table meeting was held in September 2019 between the parties. While the discussion was on a without prejudice basis, Mr H[…] opted to disclose certain aspects of the discussion in his founding affidavit. It appears to be common cause that Mrs H[…] disclosed to Mr H[…] that new facts had arisen as regards the development of the three units, following her urgent application against the developer which had resulted in an agreed court order. As a result of this, instead of the originally envisaged smaller stands, the units would now be on much larger stands and they would be of an upmarket nature. In the circumstances, Mrs H[…] proposed the following to Mr H[…]: he could elect to purchase two of the units at a reasonable market value (which now appears to have been approximately R5 million apiece), with a development consideration credit of R1 285 333. 33 per unit; or he could elect to purchase one unit, with a double development consideration credit, being R2 570 666. 66; or he could elect to waive his right in respect of the units and receive a cash settlement in the latter amount.

22. Mr H[…] says he immediately elected the third option, and that his attorney communicated this to Mrs H[…]'s attorney in a letter dated 7 November 2019. The pertinent parts of this letter are the following:

> "4. We confirm that during the meeting your client offered to our client 2 stands with a credit of R1 285 333.33 per stand. Your client further stated that our client may either chose (sic) the 2 stands with the 2 credit amounts which if added together totals R2 750 666. 66, alternatively he may waive his right to the stands and elect to simply take the cash amount of R2 570 666. 66.
>
> 5. Your client has advised that our client will only be able to make an election within 3 days of 'determination date' as referred to in your client's court order with (the developer), which date is an unspecified future date.
>
> 6. We confirm that our client is unemployed and is not in a position to purchase any properties even if it is subject to certain credit amounts as aforesaid.

7. Our client therefore on a without prejudice basis and subject to the parties signing a supporting divorce variation agreement elects to accept the cash sum of R2 570 666. 666, and waives any interest which he may have in respect of the 2 stands.

8. In terms of the parties divorce settlement agreement he would have received his settlement by now.

9. Our client therefore requests that your client pays the aforesaid amount to him in full and final settlement of whatever claim the one party may have against the other party in respect to the divorce, and that such amount be paid without undue further delay." (emphasis added)

23. Mrs H[…] did not pay the amount requested. On 12 December 2019 Mr H[…]'s attorneys sent a Notice of Imminent Legal Action to Mrs H[…]'s new attorneys. The letter ended by advising that Mr H[…] was not prepared to delay the matter further and that unless Mrs H[…] provided an undertaking by 20 January 2020 as to when she would pay the sum of R2 750 666. 66 plus interest to Mr H[…], Mr H[…] would institute legal action for a variation of the divorce order and a "*proper determination of the accrual*". It is no surprise that the demand was not met, and for this reason, it falls to me to determine the dispute.

DID THE PARTIES AGREE TO VARY THE DEED OF SETTLEMENT AS CONTENDED?

24. It is Mr H[...]'s case that the email exchanges between the parties in December 2108 and January 2019, together with the correspondence exchanged between the two attorneys, constituted a valid and binding agreement to vary the deed of settlement within the prescripts required in paragraph 6 of that settlement.

25. Paragraph 6 is in effect a non-variation clause. It records the finality of the deed of settlement but permits the parties to amend its terms by way of an "*agreement in writing (which is) sign(ed)*" by the parties. Mr H[...] contends that it was not necessary for the parties to sign a formal written amendment to the deed of settlement. He points out that the emails and all the letters were sent electronically, in the form of data. Thus, in terms of sections 11 to 15 of the

Electronic Communications and Transactions Act 25 of 2002 (the ECT Act), not only was the agreement "*in writing*" as required under paragraph 6, but in addition, the electronic signatures of the senders appearing at the end of each communication also meet the requirement that the agreement be "*signed*".

26. Mrs H[…] does not take issue with Mr H[…]'s submissions based on the ECT Act. Accordingly, it is not necessary for me to make any finding as to whether, in this case, the effect of the application of the Act is that the alleged agreement contained in those electronic communications was "*in writing and sign(ed)*" as required under paragraph 6 of the deed of settlement so as to give rise to a binding variation. I will assume, for purposes of this judgment, and without making any finding on the issue, that this is indeed the effect of those sections of the ECT Act.

27. On the basis that the email and letters exchanged between December 2018 and July 2019 were in writing and signed, as required by clause 6, the question is whether Mr H[…] has established on the evidence that the parties reached agreement to vary, which agreement should now be enforced by this court.

28. Mr H[…]'s primary contention is that these communications evince an intention to agree to a variation to the effect that he be given the right to take transfer of two of the units that were to be developed. It is not at all clear to me that this has been established. From the start, the parties discussed two related issues: the first being a variation to provide for a two-one split of the three units between them; the second being the issue of how to share the costs of getting to the point that the properties would be developed, and transfer could be effected. This issue was put on the table from inception of the discussions, with Mrs H[…] asserting in her January 2019 email that Mr H[…] had agreed to carry two-thirds of the costs. Mr

H[…] continued to deny that he had agreed to do so. The letters between the attorneys record that the question of the costs remained an unresolved issue up to, and after, the round table conference. It is common cause that this issue was never settled between Mr and Mrs H[…].

29. It was submitted on behalf of Mr H[…] that it did not matter that the parties had failed to reach agreement on the costs issue, as the failure to do so did not detract from the fact that the parties had agreed to a variation on how the properties were to be split between them and transferred.

30. I do not agree with these submissions. The issue of costs was clearly interwoven with the issue of the development of the properties by the developer and their eventual transfer to the parties. There was an obvious and logical connection between the two issues. The costs issue cannot be hived off as an unrelated issue. It formed part and parcel of the full negotiation package that was on the table between the parties. Without agreement being reached on both of these interrelated issues, it cannot be said that the parties had agreed to a variation based on Mr H[…]'s right to take transfer of two of the units.

31. There is a further and fundamental difficulty for Mr H[…], being the disjunct between what he contends was agreed between the parties, on the one hand, and the relief he seeks, on the other. Mr H[…] says that it is clear from the communications between the parties, as verified in the written electronic communications, that the parties had agreed that the deed of settlement be varied so as to cancel the initial envisaged transfer of the three units to the family trust. Instead, in terms of the agreed variation, two of the three units were to be transferred to him, and one to Mrs H[…]. However, his notice of motion does not press for a variation in these terms. Instead, it seeks an order amending the deed

of settlement so as to provide for payment by Mrs H[...] to him of R2,570 666. 66 million together with interest, alternatively, the appointment of a liquidator "*to determine the accrual*".

32. It appears to be Mr H[…]'s case that the payment of this amount is *in lieu* of actual transfer of the two units to him. However, a variation providing for payment *in lieu* of the transfer of the properties to Mr H[...] was never put on the table, let alone agreed to in the email exchanges between the parties in December 2018 and January 2019. Nor was it referred to in the 7 March letter, upon which Mr H[…] relies. Where it does appear is in clauses 7-9 of the draft addendum to the deed of settlement proposed by Tracy Sischy Attorneys and attached to their letter of 2 July 2019. Critically, however, it is common cause that the draft addendum was never signed by Mrs H[…]

33. Nor is there any other evidence that she agreed, in writing and under her signature to this proposed variation. The evidence of what occurred at the round table conference and the subsequent exchanges between the parties' attorneys does not take the matter further for Mr H[...]. It is common cause that Mrs H[...] made a without prejudice settlement offer to Mr H[...] in terms of which he could elect to waive his interest in the units in exchange for the cash equivalent of the double development compensation credit, i.e., R2 570 666.66. The evidence indicates that the offer was made verbally. Mr H[...] points to his attorney's letter of 7 November 2019 as evidence of his acceptance in writing of the offer. However, in the absence of a written offer under her signature from Mrs H[…] or her attorney, it cannot be said that there was an agreement in writing and signed by the parties to vary on these terms in accordance with clause 6 of the deed of settlement.

34. What is more, there is no evidence that Mr H[...]'s alleged acceptance, in the 7 November 2019 letter was indeed an acceptance of an offer by Mrs H[...]. One only has to consider the contents of the letter to conclude that it was not. The letter records Mrs H[...]'s stated position that Mr H[...] "*will only be able to make an election within 3 days of the 'determination date' as referred to in your client's court order with (the developer), which is an unspecified future date*." It is plain, then, that in Mr H[...]'s own attorney's understanding, Mrs H[...] never offered to vary the deed of settlement to provide for a cash payment on demand to Mr H[...]. Mr H[...]'s attorney's request for payment without due delay, in paragraph 9 of the letter, at best was no more than a counteroffer, which Mrs H[...] did not accept.

35. The same letter contains a further clear indicator that the parties had not agreed to vary the terms of the deed of settlement as contended by Mr H[...]. The portion of paragraph 7 of the letter, which is underlined in the extract above, expressly places a proviso on Mr H[...]'s acceptance. His acceptance was "*subject to the parties signing a supporting divorce variation agreement*". It is common cause that the parties never did so, and accordingly, it must be common cause that this condition was not met. On Mr H[...]'s own version, therefore, there was simply never an agreement between the parties to vary the deed of settlement on the terms he now seeks to enforce.

36. I conclude that Mr H[...] has failed to establish that he is entitled to the primary relief he seeks in prayer 1.1 of the Notice of Motion.

ALTERNATIVE RELIEF: APPOINTMENT OF A LIQUIDATOR

37. In the alternative to his primary relief, Mr H[...] asks for an order appointing a liquidator with a view to making a calculation of the accrual in the estate of each party and calculating how much Mrs H[...] is obliged to pay to Mr H[...]. The

remainder of the liquidator's envisaged powers are extensive. They include the power to call upon and compel the parties to furnish him with an account of their dealings with their assets; the power to inspect books of accounts and businesses; and the right to question the parties and obtain all explanations deemed to be necessary for the purpose of making the calculations.

38. What Mr H[…] seeks to achieve with the alternative prayer for relief is to re-open the whole question of accrual, and to effect an *ex post facto* calculation of it. What is striking is that he seeks this relief almost seven years after the decree of divorce was granted. Moreover, he seeks this relief in the face of a deed of settlement, signed well over seven years ago, on 25 July 2014, in terms of which the parties settled the proprietary aspect of their divorce. That deed of settlement did not make provision for the appointment of a liquidator.

39. Mr H[…] did not spell out the basis for this relief in his founding affidavit. In his heads of argument, he submitted that he was entitled to his accrued claim either in full as at the time of the divorce and/or the value of the properties and/or his share of the liquidated claim to dispose of the assets in the joint accrual by way of the *actio communio (sic) dividend (sic)."* He says that should be parties be unable to agree on the manner of division, it is common practice to appoint a liquidator.

40. He did not plead the *actio communi dividundo* as his cause of action in his application. Nor did he produce evidence to support such a case. He has thus failed to establish an entitlement to relief based on this cause of action.

41. More fundamentally, however, the problem for Mr H[…] is that clause 6 of the deed of settlement is clear. It provides that:

> "neither party shall have any claim against the other arising contractually, by statute or otherwise and for any reason whatsoever and this agreement is in full and final

settlement of all the claims against and obligations owed by the parties to each other."

42. Mr H[...] is bound by this clause. Unless the parties reach agreement in writing to the appointment of a liquidator, Mr H[...] cannot obtain the assistance of the court, on the present application, to obtain relief in those terms. His prayer for the alternative relief also falls to be dismissed.

CONCLUSION AND ORDER

43. It is clear from the above that Mr H[...]'s application must fail. Mrs H[...] sought a punitive costs order in opposing the application on the basis that the application was bound to fail and that it amounted to an abuse of court. While Mr H[...]'s application was not well-founded, I am not persuaded that this is a case in which punitive costs are warranted.

44. I make the following order:

"The application is dismissed with costs."

_____

R M KEIGHTLEY

JUDGE OF THE HIGH COURT

GAUTENG DIVISION, JOHANNESBURG

This judgment was handed down electronically by circulation to the parties' representatives *via* email, by being uploaded to *CaseLines* and by release to SAFLII. The date and time for hand-down is deemed to be 11H00 on 3 May 2022.

Date Heard (Microsoft Teams): 02 March 2022

Date of Judgment: 03 May 2022

On behalf of the Applicant: Advocate M Kohn

Instructed by:	Tracy Sischy Attorneys
On behalf of the Respondent:	Advocate S Georgiou
Instructed by:	PA Lambon Attorneys