REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

1. REPORTABLE: NO
2. OF INTEREST TO OTHER JUDGES: NO
3. REVISED: NO

DATE: 15 January 2024

Case no 7057/21

In the matter between:

FNB	Applicant
and	
GOVSONS INVESTMENT	Respondent

AND

Case no: 22035/15

In the matter between:

MD MOSIMEGE	Applicant
and	
THE ROAD ACCIDENT FUND	Respondent

JUDGMENT

K STRYDOM, AJ

INTRODUCTION:

1. Requests for variations of judgments are frequently set down on the unopposed role. However, despite there being no opposition to the variation sought, such orders are not to be granted as a matter of course. As a, very limited, exception to the functus officio principle, variations should only be granted where applicants have proven that their specific factual, or legal, circumstances at the time of the order being granted, fall squarely within one the grounds for rescission in terms of Rule 42(1) (or, to a much more limited extent, within the common law grounds for variation).
2. The two matters discussed herein represent some of the more frequently argued reasons for such a request and have been discussed in this judgment as examples of a general concern regarding the manner in which variation applications are brought on the unopposed roll. They are representative of the cases where the Court was presented with sufficient facts to warrant proper discussion.
3. Both matters concern, to a greater and lesser extent, errors by legal practitioners which resulted in the court granting an order, which, the parties now argue, does not reflect the relief that they had sought.
4. In *Mosimege v RAF,* it is alleged that the incorrect draft order was handed up to the Judge in the unopposed Court. In *FNB v Govsons Investment*, it is alleged that, due to a common mistake between the parties, the draft order handed up to the trial court, did not correctly reflect the amount settled upon.
5. In both, the applicants have relied on their own prior conduct to prove that the facts fall within the purview of one or some of the grounds for variation in terms of Rule 42(1). Both applicants request that this Court regard such prior conduct as proof that the order they obtained, logically, was not the one they sought.

DISCUSSION

6. Rule 42(1) provides the following grounds for variation:
    a. *an order or judgment erroneously sought or erroneously granted in the absence of any party affected thereby;*
    b. *an order or judgment in which there is an ambiguity, or a patent error or omission, but only to the extent of such ambiguity, error or omission;*
    c. *an order or judgment granted as the result of a mistake common to the parties.*

7. *FNB v Govsons Investment* illustrates an application brought in terms of Rule 42(1)(a) (and possibly Rule 42(1)(b)) and *Mosimege v RAF* is illustrative of an application in terms of Rule 42(1)(c).

Rule 42(1)(a) and (b): FNB v Govsons Investment 7057/21

8. On 10 November 2022, pursuant to a rule 31(5) application, the Court ordered (1) that the credit agreement was cancelled, (2) that the motor vehicle be returned to the Applicant and (3) that the applicant may return to court, on supplemented papers, to obtain judgment for any damages once the vehicle had been sold. I will refer to this as "the original order".

9. The Applicant contends that this order should be varied by deleting the third order above (the leave to return to court) and substituting it with an order for (3) payment in the amount of R89 954,71 for arrear instalments and (4) payment in the amount of R344 538,90 for damages. I will refer to this as "the variation order".

10. From the outset, those who regularly grace the unopposed motions court, would note that the variation order does not reflect the general prayers sought for in these types of matters. Usually the issue of damages can only be determined once the vehicle, that has in terms thereof reclaimed, has been sold and the amount so obtained has been set off against the total amount outstanding. In this matter, the particulars of claim indicate that the amount of R344 538,80 represents the total future instalments for the credit agreement period (at the time of drafting of same). The variation order therefore allows the applicant to retain not only retain the vehicle but also all amounts it would have received by virtue of the loan agreement had they been no default. The defaulter therefore would end up paying in full for the vehicle, despite the vehicle being in the possession of the bank…

11. Given the odd "*have-your-cake-and-eat-it*" result that would follow such a variation order, I queried whether there was any proof that the original order did not reflect the finding of the Judge.

12. I was referred to the founding affidavit, deposed to by an employee of First Rand Bank, which essentially states that the application was for an order as per the varied order and that the incorrect draft was handed up. There was no direct evidence of what transpired at court, such as, for instance, an affidavit from the counsel who moved the application or a transcript of the proceedings. Counsel, from the bar, stated that the matter was argued before the Honourable Judge and an order, as per the variation order, was granted by the Judge, but that due to a simple mistake from counsel, the Judge affixed her signature to the incorrect draft order. No such facts however being in evidence before me, I afforded the applicant the opportunity to file a

supplementary affidavit to address what happened in Court and provide proof that the original order did not reflect the actual order made by the Judge.

13. The supplementary affidavit was again deposed to by the same employee who, on her own version, does not know what transpired in Court. She simply elaborates on the founding affidavit and states that, as the particulars of claim, the notice of motion, as well as various prior draft orders uploaded reflected their intention to obtain the relief as per the variation order, it is clear that the incorrect draft order was handed up and made an order of Court. She blames this on an oversight of the applicant's attorneys. (Given the address in Court, this presumably actually refers to an error by the counsel who moved the default application.)

14. She concludes that, as a result, *"(t)his is thus an application which falls squarely within Rule 42 of the Uniform Rules of Court*." Unfortunately, she does not pinpoint which subrule of Rule 42 is so cubically encased by virtue of her averments.

15. Given that the order was granted by default, the provisions of Rule 42(1)(c) regarding common mistake clearly do not apply. I will therefore consider the remaining subrules

Rule 42(1)(a) – order erroneously sought or granted in a party's absence

16. Do the provisions of Rule 42(1)(a) apply? Can it be said that the order was erroneously sought and/or granted in the absence of a party affected thereby?

17. In *Zuma v Secretary of Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector Including Organs of State and Other* [2021] ZACC 28; 2021 (11) BCLR 1263 (CC) the Court reaffirmed that when relying on rule 42 (1) (a), both grounds must be shown to exist; meaning that an applicant must show that the order to be rescinded was granted in their absence and that it was erroneously granted or sought.

18. The first requirement of the subrule, is the absence of an affected party. Does the absence of the Respondent (in the default application) therefore entitle the Applicant to rely on Rule 42(1)(a) to vary an order made at its behest and in its presence?

19. In the case of *Ex parte Jooste & 'n Ander*, 1968 (4) SA 437 (O) it was held that although the order originally granted was exactly the order requested by counsel, such an order can be varied under the sub-rule by reason of the failure of the applicants' legal representatives to follow their instructions. However, *Ex parte Jooste*, despite first appearances, is not authority for the proposition that a party can apply the provisions of the sub rule to vary an order obtained in its presence.

20. The reference to *"<u>any</u> party affected*" in the sub rule, has the result that not only parties cited in the original proceedings, but also any other party with a substantial interest in the order, who was absent when the order was granted, may bring an application for variation in terms of this sub rule. In civil proceedings, members of the public are usually deemed "present" in proceedings by virtue of the presence of their legal representatives who, by virtue of their instructions, stand in for the client and becomes their mouthpiece. In *Ex Parte Jooste*, the applicants' erstwhile legal representatives, by acting contrary to their instructions, effectively rendered the applicants, as clients, voiceless and therefore, absent.

21. The Constitutional Court in *Zuma* (supra) made it clear that "absence" is not a mere technical ground to bring an application within the ambit of the subrule. It reiterated that in determining whether the requirement has been met, one must look at the purpose for the requirement:

    "*The way I see it, the issue of presence or absence has little to do with actual, or physical, presence and everything to do with ensuring that proper procedure is followed so that a party can be present, and so that a party, in the event that they are precluded from participating, physically or otherwise, may be entitled to rescission in the event that an error is committed."*[1]

22. In *casu,* it is not the applicant's case that the legal representative argued for an order contrary to its instructions. Despite invitation, it is failed to provide any evidence as to what transpired during the proceedings. It may well be that the legal representative argued exactly as per his instructions but that the Court, following evaluation of the argument, made another order. The applicant therefore cannot rely on the subrule to vary the order.

23. Despite the aforementioned finding, that the subrule is not applicable, I will briefly address why the applicant, in any event, does not meet the second requirement as per the sub rule.

24. The meaning of the words "erroneously granted" was discussed in *Bakoven*[2] where it was stated: "*An order or judgment is 'erroneously granted' when the Court commits an 'error' in the sense of 'a mistake in a matter of law appearing on the proceedings of a Court of record' (The Shorter Oxford Dictionary). It follows that a Court in deciding whether a judgment was 'erroneously granted' is, like a Court of Appeal, confined to the record of proceedings*."

25. As already indicated, there is no record (or even positive confirmation) of the proceedings in the default judgement application. Furthermore, the original order granted is perfectly sound in law and is, in my view, probably, the more legally sound relief to be granted in this case. Regardless

[1] *Zuma v Secretary of Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector Including Organs of State and Other* [2021] ZACC 28; 2021 (11) BCLR 1263 (CC) para 60

[2] *Bakoven Ltd v G J Howes (Ptv) Ltd* 1990(2) SA 446 at page 469 B

of the merits of computing damages before set-off, as per the variation order, the fact remains that granting of the original order does not constitute an error in law.

26. Insofar as the draft order could have represented an order erroneously sought, the words of the learned Judge Leveson in the matter *of First National Bank of SA Bpk v Jurgens and Another*,[3] are appropriate:

    I consider that the rule only has operation where the applicant has sought an order different from that to which it was entitled under its cause of action as pleaded. Failure to mention a form of relief which would otherwise be included in the relief granted is not in my opinion such an error.

27. Likewise, in cases where the order as granted only provides for a portion of relief claimed (as in this case), it cannot be found to have been erroneously sought if granting such partial relief is competent *vis-a-vis* the cause of action.

28. In casu, the relief sought, as per the notice of motion, was twofold: the return of the vehicle and the payment of damages as a result of any shortfall between the outstanding amount due in terms of the agreement and the value obtained from selling the vehicle. An order for only the return of the vehicle at that stage was competent and the possibility of the Court making such a partial order was entirely foreseeable. This much is evident from the fact that, on the day, counsel had prepared two draft orders: one as per the notice of motion and one catering for the possibility that the Court may only order the return of the vehicle and effectively postpone the issue of damages until the actual amount could be determined following the sale of the vehicle .

29. In the absence of evidence that the Court had in fact pronounced an order for return of the vehicle and damages, but mistakenly signed an order for partial relief, the mere fact that the applicant would have prefered an order as per the notice of motion, does not translate into such a partial relief order having been erroneously sought or granted.

    Rule 42(1)(b) - ambiguity, or a patent error or omission

30. The Supreme Court of Appeal, in *HLB International (South Africa) v MWRK Accountants and Consultants*[4], reiterated that the '*guiding principle of the common law is certainty of judgments*', but that, when interpreting Rule 42(1)(b) in light of the common law, exceptions that relate to '*the correction, alteration and supplementation of a judgment or order*', exist.[5]

[3] *First National Bank of SA Bpk v Jurgens and Another* 1993(1) SA 245 at page 246 to 247
[4] *HLB International (South Africa) v MWRK Accountants and Consultants* (113/2021) [2022] ZASCA 52 (12 April 2022)
[5] *HLB International (South Africa) v MWRK Accountants and Consultants* (113/2021) [2022] ZASCA 52 (12 April 2022) at para 24

31. However, Rule 42(1)(b), contextually, exists to assist Judges in doing justice between the parties. It allows a Judge to, of her own accord or on application, amend an order to reflect the true intention of the pronounced judgment, provided that the tenor of the judgment is preserved.[6] If an order does not reflect the true or real intention of the court, it is indicative of a patent error, which falls to be corrected.[7]

32. There is, in principle, no reason why another Court cannot interpret the order to determine what the true intention was.[8] However, *'…[a]n order is merely the executive part of the judgment and, to interpret it, it is necessary to read the order in the context of the judgment as a whole'* and to*'…have regard to the context and surrounding circumstances'*[9]

33. In casu the only information regarding intention proferred by the Applicant relates to its own intentions. There is no proof that the original order does not reflect vthe true intentions of the presdiding Judge. As such Rule 42(1)(b) also does not assist the Applicant.

Rule 42(1)(c) - MD Mosimege v RAF 22035/15

34. In this matter the applicant, had instituted an action against the Road Accident Fund for personal injuries suffered. Part of the claim pertained to past medical expenses incurred by applicant. In substantiation of the claim for these expenses, a schedule for expenses in the amount of R71 498,07 was filed in terms of Rule 35(9), in June 2018 ("the first schedule"). Subsequently, in August 2018 an additional schedule was filed for expenses totalling an amount of R23 880,56 ("the second schedule")

35. In August 2019, particulars of claim were amended to reflect a claim for past medical expenses in the amount of R95 378,63, being the total of the two schedules.

36. The matter was set down for trial on the 15th of October 2019. The parties settled the issues of past medical expenses and future loss of earnings and argued past loss of earnings before Judge Swanepoel. Following the Court's finding on the amount to be awarded for past loss of earnings, the total amount to be awarded (inclusive of the settled amounts for future loss of earnings and past medical expenses) was inserted on a draft order, which was then made an order of Court.

37. It was only after receiving payment from the RAF and upon reconciling the amount to be paid over to the medical aid, that the applicant's attorney realised that the order made only included

[6] *S v Wells* 1990 (1) SA 816 (A) at 820C-F
[7] *Seatle v Protea Assurance Co Ltd* 1984 (2) SA 532 (C) at 541C
[8] See for instance: *Ian Boulevard (Pty) Ltd v Fnyn Investments (Pty) Ltd* [2018] SCA 165; 2019 (3) SA 441 (SCA) at para 17
[9] *Ian Boulevard (Pty) Ltd v Fnyn Investments (Pty) Ltd* [2018] SCA 165; 2019 (3) SA 441 (SCA) at para 16

the amount as per the second schedule for past medical expenses. The founding affidavit does not indicate when the payment was received, however given that the first notice of motion seeking variation is dated 13 April 2021, I will assume that the error came to the applicant's attorney's attention at the start of 2021.

38. When the present application was first heard, on 4 April 2022, the Honourable Neukircher J postponed the application. According to the applicant, the Honourable Judge had raised two queries: Firstly, whether there is a transcript of the proceedings of trial, which would indicate what submissions were made by the parties regarding past medical expenses, and, secondly, why there is no indication from the Road Accident Fund as to whether they agree or oppose such a variation.

39. Contrary to counsel's oral argument, the queries posed could not have constituted outstanding information which, if answered, would result in the variation being granted. Instead, they reflect that Neukircher J also, as will be discussed presently, had similar concerns regarding the lack of proof that the mistake was common between the parties.

40. The supplementary affidavit filed pursuant to these queries indicates that there would be no purpose in obtaining a transcript of the trial as the settlement of the past medical expenses was discussed outside of court. This explanation is accepted in full.

41. Regarding the second query it is noted that at the time of the trial the RAF was legally represented by a firm on the RAF's panel, Moche attorneys. As is well-known the RAF terminated the services of its panel attorneys. The application was therefore served on the RAF and, pursuant to Neukircher J's queries, it was again served on the RAF. This service was also accompanied by correspondence indicating that if no reply is received within 15 days thereof, the RAF would be "*deemed to have consented to the relief sought in this application*." Unsurprisingly, the RAF was unperturbed by the threat and has remained staunchly silent. I do not intend to make a finding regarding the "deemed acceptance" by the Road Accident Fund and the validity of such a legal proposition, save to state that in the present circumstances no such assumption will be made.

Rule 42(1)(c)- common mistake

42. In order to succeed with an application for variation in terms of this subrule, the application must satisy two broad requirements. In relation to sub-rule (c) thereof, the SCA in *Tshivase* held that two broad requirements must be satisfied. Firstly it must be proven that *"…both parties are of one*

mind and share the same mistake; they are, in this regard, ad idem."[10] Secondly, there must be a causative link between the mistake and the grant of the order or judgment. In order to prove the causative link, no new evidence may be lead, unless it is aimed at proving that "…the factual material which led the court to make its original order was, contrary to the parties' *assumption as to its correctness, incorrect*"[11]

43. In *Tshivase*, in reaching an agreement both parties had acted in error on the strength of a representation made by a third party an application for rescission on the basis of Rule 42(1)(c) was granted.

44. However, in *Botha v Road Accident Fund*[12] variation of an order in terms of Rule 42(1)(c) was refused. There the parties had settled past medical expenses and had recorded the settlement in a draft order, which was then made an order of Court. Subsequently, the Apellant became aware of additional medical expenses that had been incurred by the Appellant prior to the conclusion of the settlement agreement, but due to misfiling, had never been disclosed to the Respondent. It was argued by the appellant that both parties, at the time of settlement, relied on incorrect facts and that the mistake was therefore mutual. In dismissing the appeal, the SCA held that the mistake was unilateral; the Appellant had failed to provide the Respondent with the medical vouchers. In doing so, it was the Appellant who "mislead" the Respondent, resulting in the conclusion of the settlement agreement. The SCA consluded that *"[t]he appellant cannot rely on his own mistake to avoid the contract which was solely his fault*."[13]

45. In contrast to *Botha*, in *casu*, both parties were aware of the full extent of the past medical expenses claimed for by the Applicant at the time of the settlement. However purposes of this application the fact that, at the time of settlement the applicant had presented sufficient information and evidence to substantiate the total amount claimed for past medical expenses, is irrelevant. To prove the commonality of the mistake (in the absence of confirmation by the Respondent) the Applicant must first prove the terms of the oral settlement agreement and secondly that the amount inserted on the draft order, due to a calculation error common to the parties, did not reflect the true settlement reached.

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[10] *Tshivhase Royal Council and Another v Tshivhase and Another; Tshivhase and Another v Tshivhase and Another* [1992] ZASCA 185; 1992 (4) SA 852 at page 37

[11] *Tshivhase Royal Council and Another v Tshivhase and Another; Tshivhase and Another v Tshivhase and Another* [1992] ZASCA 185; 1992 (4) SA 852 at page 38

[12] *Botha v Road Accident Fund* (463/2015) [2016] ZASCA 97; 2017 (2) SA 50 (SCA) (2 June 2016)

[13] *Botha v Road Accident Fund* (463/2015) [2016] ZASCA 97; 2017 (2) SA 50 (SCA) (2 June 2016) at para 11

46. With regards to the terms of the settlement, the deponent states that *"[o]n the date of the trial on 15 October 2019, the Respondent's legal representatives agreed to pay the Applicant's past medical expenses as per the relevant schedules.*" [14]

47. He goes further to state that *"[t]here can be no doubt that the respondents attorneys of record indicated that the applicants claim relating the past medical expenses, are, as per the schedules submitted, not in dispute."*[15] In substantiation hereof he describes the relevance of the medical procedures contained in each schedule and concludes that *"[i]t follows and logical sense dictates that both schedules had to be read together.*"

48. I pause to note that, whether or not the settlement reflected on the original order is logical in view of the prior submissions of both schedules, is not for this Court to determine.The reasoning behind settlement agreements falls within the kn owledge of the parties exclusively. A Court may not interrogate such reasons and may not interfere with the agreement resultantly reached.[16]

49. With regards to the commonality of the error on the draft order he states that, having regard to the calculation of the total amount payable to the Applicant (after the Court decided on the issue of loss of earnings) *"[w]hat is evident from the calculation above is that the amount of R71 498.07 for past hospital and medical expenses, as set out in the first schedule, was erroneously overlooked. It was supposed to be added. Such schedule was overlooked by all concerned <u>when the parties' legal representatives made the calculations and conveyed such calculations and amounts to the Honourable Acting Judge Swanepoel</u> before he made the order on 15 October 2019*."[17] [Underlining my own]

50. From this explanation it would seem as if the agreement reached before commencement of the trial was for payment of both schedules. Unfortunately, after the Court had decided the other heads of damages, when adding all the heads of damages, the legal representatives simply forgot to add the amount as per the first schedule to the total inserted on the draft order. The mutual error occurred after argument and the Court's findings had been conveyed, during the hustle and bustle of preparing the draft order to be handed up.

51. However, in the supplementary affidavit he states that, already <u>at the commencement of the trial</u>, both counsels had recorded that the parties had agreed on an amount as per the second schedule only. He then, on the one hand, states that this recordal was incorrect as the parties had during

[14] Applicant's founding affidavit para 23; CL page 009-10 to 009-11
[15] Applicant's supplementary affidavit para 11.3 and 11.4; CL page 0001-8
[16] *The Road Accident Fund v Taylor and other matters* (1136-1140/2021) [2023] ZASCA 64 (8 May 2023)
[17] Applicant's founding affidavit para 27; CL page 009-12

negotiation agreed that both schedules are not in dispute,[18] whilst on the other, he states that *"[s]uch error occurred during the negotiations (ex facie curiae)*"[19] [Underlining my own]

52. In this scenario, the overall impression is that during negotiations the parties had agreed that past medical expenses were not in dispute. However, no agreement on the amount to be paid was specifically reached. Both parties, before, during and immediately after the hearing, had regard to only the second schedule in determining the amount agreed upon in the negotiations.Under those circumstances, the necessary inference is that the settlement reached did not represent a true meeting of the minds. If during negotiations the parties erroneously only referenced the second schedule, it cannot be said that an agreement was reached regarding the first schedule. This view is fortified by the fact that, if, during negotiations (the morning right before commencement of the trial), both schedules were in fact discussed and accepted as not in dispute, the recordal at commencement of trial of only the amount as per the second schedule, would have alerted both parties to the counsel's erroneous recordal. It is improbable that, the content of both schedules being fresh in their minds, the parties would not have alerted the Court to the error immediately, or, at the very least, after argument before handing up the draft order with the incorrect amount.

53. The discrepancies between the founding and supplementary affidavits are significant. However, to my mind, they do not indicate untruthfulness on the part of the deponent. Instead they reflect the problematic nature of recalling events some 4 years after the fact.[20]

54. The only evidence of the terms of the agreement is that of the deponent. Neukircher J afforded the Applicant an oppurtunity to obtain concrete proof of the terms, such as confrimation by the Respondent or proof contained in the transcript. I have already indicated my acceptance of the reasons why the specific proofs were not obtained. However, being aware that the deponent's recollection of events is the only obtainable proof, one would have expected the supplementary affidavit to contain far more particularity as to the names of the parties who reached the agreement, the exact wording of the agreement, the names of the counsel, the names of the representatives who calculated the total amount etc. The attorney for the defendant, for instance, would have had to have received instructions from his clients to settle past medical expenses, yet no indication is given of the circumstances leading to such an admission of the liability for

[18] Applicant's supplementary affidavit para 11.2; CL page 0001-7
[19] Applicant's supplementary affidavit para 11.10; CL page 0001-9
[20] The supplementary affidavit was deposed to in 2023 whilst the order was made in 2019

payment of past medical expenses. There is also no indication why the Plaintiff's counsel could not positively attest to the terms of the agreement or the mutuality of the error.

55. In view of the discrepancies and the lack of proof, the Applicant has therefore failed to meet the requirements for an order of variation in terms of Rule 42(1)(c).

56. Despite not having been brought in terms of Rule 42(1)(a), I find it appropriate to note that this application would also not have met the requirements for variation based of the erroneously seeking or granting of the original order. In *Christies v Christies*, a draft order which was made an order of court contained only some but not all the clauses contained in a settlement agreement concluded. The applicant thereafter applied to court to vary the order by including two additional clauses from the settlement agreement (relating to the payment of alimony) and which had, for reasons unknown, been omitted from the draft when the initial court order was sought. I agree with the following dictum of Lacock J:

> "*The further difficulty the applicant had to overcome is to be found in the very wording of Rule 42 (1) (a) itself. Not only was the applicant present in Court when the order was granted, but she was also represented by an attorney and counsel. The order she obtained was exactly the order requested by counsel. Without evidence to the contrary, it is difficult to conclude that the order was erroneously sought or erroneously granted. See First National Bank of South Africa v Jurgens & Others, 1993 (1) SA 245 (WLD):*
>
> > *"The ordinary meaning of 'erroneous' is 'mistaken' or 'incorrect'. I do not consider that the judgment was 'mistakenly sought' or 'incorrectly sought'. The relief accorded to the plaintiff was precisely the relief that its counsel requested. The complaint now is that there is an omission of an accessory feature from the judgment. I am unable to perceive how an omission can be categorised as something erroneously sought or erroneously granted."*[21]

ORDERS:

57. In the matter of *FNB v Govsons Investment* (7057/21), I order as follows:
    1. The application is dismissed.

58. In the matter of *MD Mosimege v The Road Accident Fund (22035/15)*, I order as follows:
    1. The application is dismissed.

[21] *Christies v Christies* (705/2006) [2007] ZANCHC 18 (2 March 2007) at para 7

K STRYDOM

ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

FNB v Govsons Investment (7057/21)

Judgment reserved: 27 October 2023

Judgement delivered: 15 January 2024

Appearances:

Applicant's Legal representatives:
Attorneys: Glover Jannieappan Inc
Counsel: Adv Nganeo Nemukula

Respondent's Legal representatives:
Unopposed

MD Mosimege v RAF (22035/15)

Judgment reserved: 04 October 2023

Judgement delivered: 15 January 2024

Appearances:

Applicant's Legal representatives:
Attorneys: Macrobert Inc
Counsel: Paul Vanryneveld

Respondent's Legal representatives:
Unopposed