IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

Case number: 9525/2022

In the matter between:

SOUTH AFRICAN SECURITISATION PROGRAMME (RF) LTD	**First Plaintiff**
SASFIN BANK LTD	**Second Plaintiff**
SUNLYN (PTY) LTD	**Third Plaintiff**
And	
7 SIRS GROUP (PTY) LTD	**First Defendant**
ABDUL KHALEED BADEROEN	**Second Defendant**
RUDOWAAN BADEROEN	**Third Defendant**

Dates of Hearing: 22 November 2023, 15 and 28 February 2024

Date of Judgment: 20 March 2024

JUDGMENT DELIVERED ELECTRONICALLY

PANGARKER AJ

The provisional sequestration of the second defendant

1. The judgment is in respect of an application for summary judgment against the third defendant only. It is common cause that the first defendant, which I refer to as *"the company"*, was placed under business rescue in October 2023 and there is no argument that the application resultantly was to be postponed *sine die* in the circumstances, pending the outcome of the business rescue proceedings and having regard to chapter 6 of the Companies Act 71 of 2008.

2. On 15 February 2024, at the commencement of the virtual hearing of the application, the defendants' attorney informed the Court and the plaintiffs' counsel that the second defendant was provisionally sequestrated and that the return date for confirmation of the provisional order was in June 2024. Counsel advised that she and her attorney were only informed of this change of status on the morning of the hearing and had no prior knowledge of such event. A slight debate then ensued as to whether the application could proceed against the second defendant or not.

3. Eventually, given the fact that the plaintiffs' legal representatives were taken by surprise, as well as the difference of opinion on the issue, the application was postponed to 28 February 2024. In the interim period, the legal representatives made brief submissions on the question as to whether the application could proceed against the second defendant in circumstances where he was provisionally sequestrated.

4. The submissions on the abovementioned aspect were duly received on 22 February 2024. The second defendant relied on section 20 (1) (b) of the Insolvency Act 24 of 1936 which states that:

20 Effect of sequestration on insolvent's property

(1) The effect of the sequestration of the estate of an insolvent shall be –

(a) …

(b) to stay, until the appointment of a trustee, any civil proceedings instituted by or against the insolvent save such proceedings as may, in terms of section twenty-three, be instituted by the insolvent for his own benefit or be instituted against the insolvent: …

5. The second defendant also relied on the definition of *"sequestration order"* in section 2 of the Act, which clearly includes a provisional sequestration order. Having considered the submissions, it came to light that the point taken by the second defendant, that the summary judgment should be stayed against him, was in fact conceded by the plaintiffs. In other words, it was accepted that once a provisional order was granted against the second defendant, his estate was sequestrated as described in section 21 (1) read with section 20(1) (b) of the Insolvency Act. All things considered, I held the view that the second defendant's submissions were indeed correct.

6. Accordingly, when the matter resumed on 28 February instant, I ordered that in terms of section 20 (1)(b) of the aforementioned Act, the proceedings in the matter were stayed and postponed *sine die* against the second defendant. The remaining issue of costs of the previous postponement is addressed at the conclusion of this judgment. It follows thus that the summary judgment only proceeded against the third defendant. For convenience sake I continue to refer to the parties as cited in the main action.

The Particulars of Claim

7. In June 2022, the three plaintiffs caused a Summons to be issued out of this Court against all three defendants. The action has its genesis in a master rental

agreement concluded between the first defendant (the company) and Corprint CC (Corprint) concluded during April-May 2021. The agreement is attached as annexure **A** to the Particulars of Claim. In terms of such particulars, the company rented certain equipment for a period of 60 months.

8. Furthermore, the second and third defendants bound themselves as guarantors and co-principal debtors with the company for the fulfilment by the latter of its obligations in terms of the master rental agreement. The monthly rental installment was R15 634, 25 which was subject to an annual escalation of 15%. In terms of the acceptance certificate forming part of **A**, signed by the second defendant on behalf of the company, the latter acknowledged that the goods described in the master rental agreement were delivered and installed. It is thus pleaded that the first, alternatively second, alternatively third plaintiff, complied with the terms of the agreement.

9. The plaintiffs' case is that the company breached its obligations materially by failing to effect payment of the monthly installments, with the result that it ran into arrears totaling R135 089, 77 as at 9 May 2022. In support hereof, the plaintiffs attach the accelerated claims statement, **C**, which reflect arrear and future rentals and the total outstanding amount due of R1 192 979, 930. It is further pleaded that in the event of a breach, the plaintiffs are entitled to claim immediate payment of all amounts which would have been payable until expiry of the initial rental period, whether the amounts were due or not.

10. Paragraph 13 of the Particulars of Claim contains the usual clause that a certificate of balance, **D**, signed by a manager of the first plaintiff in respect of the company's indebtedness suffices as *prima facie* proof of such indebtedness. Judgment in the action is thus sought jointly and severally against the defendants, in the sum of R1 192 979, 93 plus interest and costs on an attorney and client scale.

11. The relationship and *locus standi* of the plaintiffs as pleaded, is summarized as follows:

11.1 Corprint CC and Sunlyn Rentals Pty Ltd concluded a main cession agreement in November 2009, **B1.** The latter changed its name in October 2012 to Sunlyn Pty Ltd (Sunlyn). In terms of the above mentioned agreement, Corprint, the cedent, could offer contracts for cession to Sunlyn and acceptance of the offer was by virtue of payment of the purchase price less permitted deductions.

11.2 On 7 May 2021, Sunlyn accepted Corprint's offer by effecting payment of the purchase price to Corprint[1]. On 29 March 2006, Sunlyn and Sasfin Bank Ltd (Sasfin), concluded a main cession and an addendum to the cession[2]. Sunlyn would offer contracts for sale and cession to Sasfin, from time to time for a purchase price. The terms of the agreement are pleaded at paragraph 7.5 of the Particulars of Claim. On 17 May 2021, Sunlyn communicated the offer to Sasfin, which duly accepted the offer by effecting payment for and on behalf of Sunlyn to the supplier[3].

11.3 Subsequently, on 17 June 2021, the first plaintiff and Sasfin entered into a sale and transfer agreement[4] in terms of which Sasfin sold to the first plaintiff all its right, title and interest in and to assets specified in the agreement. Sasfin provided the first plaintiff with a schedule of these assets which it wished to sell to it. The first plaintiff thereafter effected payment of a purchase amount in respect the master rental agreement and in terms of which all right, title and interest in and to such agreement passed to the first plaintiff.

11.4 The plaintiffs rely on the Guarantee as contained in the master rental agreement for the indebtedness of the second and third defendants. Further reliance is placed on the certificate of balance[5] signed by a manager of the first plaintiff in respect of the company's indebtedness in terms of the agreement. It is pleaded that the certificate is *prima facie* proof of the company's indebtedness.

[1] Clause 4.1, B1
[2] B2
[3] Clause 4.1, B2
[4] B4
[5] D

The joint Plea

12. It is appropriate to set out the Plea with some degree of particularity. In their joint Plea, the defendants admit paragraphs 1 to 9 of the Particulars of Claim. They admit the identities of the parties as described in the Summons and the conclusion of the master rental agreement. Furthermore, the defendants admit the conclusion of the main cession agreement between Corprint and Sunlyn, but deny that Sunlyn accepted Corprint's offer. In addition, the defendants admit some of the terms of the cession in respect of the cedent's role in relation to how the offer and acceptance would occur. The defendants plead that they have no knowledge of whether Sunlyn made an offer to Sasfin yet deny that Sasfin accepted the offer and made payment on behalf of Sunlyn.

13. The defendants admit the conclusion of the sale and transfer agreement between Sasfin and the first plaintiff and furthermore, admit its terms. The defendants bear no knowledge of whether the first plaintiff paid Sasfin in respect of the series 3 participating asset purchase amount related to the master rental agreement. Furthermore, the defendants deny that all right, title and interest in and to the mater rental agreement passed to the first plaintiff.

14. In respect of the master rental agreement, the defendants admit that the company undertook to pay the rental as specified in the agreement. They reiterate their denial that the plaintiffs acquired any rights in the master rental agreement nor had any obligations which they were required to comply with. Significantly, the defendants admit that the company received the goods described in the schedule to the master rental agreement and that they were installed as per the agreement. The defendants also admit the certificate of acceptance which forms part of the master rental agreement.

15. Insofar as the accelerated claims statement[6] is concerned, the defendants' stance is that it is not a certificate as envisaged by clause 11 of the master rental agreement, yet they admit that the company failed to pay the monthly installments and was in arrears with the sum of R135 089, 77 as at 9 May 2022. The material breach by

[6] C

the company of its obligations in terms of the agreement, is not denied. The defendants furthermore admit or agree that in the event of default in punctual payment of monies due in terms of the agreement, immediate payment of all monies due could be claimed, but it is denied that in the case of default, the plaintiffs were entitled to claim immediate payment as alleged.

16. The defendants admit that the certificate of balance is what it purports to be. However, they deny that the company is indebted to the first, alternatively, the second plaintiff. They also agree that the company undertook to pay all costs on an attorney and client scale, and admit the second and third defendants' obligations as guarantors and co-principal debtors to the company in terms of the Guarantee.

The summary judgment application

17. The application was delivered on 30 August 2022. Mr. Govender, who is Sasfin's litigation manager, was authorized to represent the first plaintiff in the proceedings and deposed to an affidavit in support of the application. He sets out his personal knowledge of the material facts relied upon in the action and confirms the cause of action against the defendants, as well as their indebtedness to the first plaintiff in the amount plus interest and costs as claimed in the Summons. Insofar as the *bona fide* defenses and triable issues are concerned, the deponent states that the joint Plea contains none of these, and sets forth to explain why this is so.

18. In respect of the *locus standi* defense, the first plaintiff relies on clause 10 of the master rental agreement in terms of which Corprint was entitled to transfer its rights in and to the agreement to third parties without notice to the company. Mr Govender emphasizes that the defendants were not parties to the cession and transfer of rights agreements pursuant to which the rights in and to the master rental agreement were transferred to the first plaintiff. It is further contended that the joint Plea amounts to a bare denial of the first plaintiff's *locus standi* and that no facts are advanced to counter the averments that the first plaintiff acquired the rights in and to the master rental

agreement and is the original cessionary of the rights thereto.

19. In respect of the defense related to the certificate of balance, Mr Govender contends that clause 10.1 of the master rental agreement must be read with clause 11 thereof. Thus, the certificate of balance could, in those circumstances, be signed by a manager of a cessionary and Sasfin's senior litigation manager was the appropriate person to have signed such certificate on behalf of the first plaintiff. Mr Govender also raises the point that the defendants do not explain in their Plea why the certificate of balance is not valid.

20. The opposing affidavit, deposed to by the second defendant, is confirmed by the third defendant. The defendants deny that Corprint's rights under the master rental agreement were ceded to Sunlyn, then from Sunlyn to Sasfin, and from Sasfin to the first plaintiff. According to the defendants, the cession agreements make no economic sense, because either Corprint never paid the purchase price for the asset, or it paid the supplier, which was paid twice for the same asset[7]. The contention is that questions arise over the averments in the Particulars of Claim regarding the cession agreements and transfer of rights. The defendants are of the opinion that neither Sunlyn nor Sasfin made the alleged payments as per the pleaded agreements but set out no reasons why such averment is made.

21. The second defendant also takes issue with the certificate of balance in that it would have been expected the certificate to be signed by the first plaintiff's manager and not a manger of Sasfin. In light thereof, the submission is that the certificate of balance is not one contemplated in clause 11.

The *locus standi* defence

22. The defendants' attorney submitted that the opposing affidavit addresses the *locus standi* defence in detail and that the plaintiffs do not address this in their heads of argument. On the contrary, this is not so. The plaintiffs' argument is that the defendants

[7]By Corprint and Sasfin

are not at liberty to object to, nor interfere with, the cession and sale and transfer agreements concluded between the plaintiffs because only a party/parties to such agreements may do so. The plaintiffs' criticism is that the Plea amounts to a bare denial and that the facts upon which the defendants (in this instance, the third defendant) rely on for their defence are not set out in any great detail in the Plea.

23. The plaintiffs rely on ***Letseng Diamonds Ltd v JCI Ltd and Others***[8] and ***Sasfin Bank Limited, Sunlyn (Pty) Ltd v Fitness Holdings Ltd***[9] in support of the view that the defendants, who were not parties to the cession and sale and transfer agreements between the plaintiffs, cannot object to those agreements. The defendants similarly refer to these authorities but also rely on ***Trinity Asset Management (Pty) Ltd v Investec Bank***[10] in support of their opposition to the application. In view of the first defence raised, I then proceed to consider the objection to the plaintiffs' *locus standi* in the discussion which follows.

24. The concept of cession was defined in ***Johnson v Incorporated General Insurance Ltd***[11] as:

> *"an act of transfer ('oordragshandeling") to enable the transfer of a right to claim (translatio juris) to take place"*[12].

Thus, a contractual right is transferred by agreement from the cedent[13] to the cessionary[14]in terms of which the cedent has the intention to transfer, and the corresponding right to acquire, exists with the cessionary[15]. A distinction must be drawn between the cession agreement, as referred to above, and the underlying *justa causa* for the cession, which in this case, is the master rental agreement.

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[8] [2009] 4 SA 58 [SCA]
[9] [2022] ZAGPJHC 1033
[10] [2008] ZASCA 158
[11]1983 (1) SA 318 (A)
[12] At 319 F-G; see also Wille's Principles of South African Law, 9th edition, (Gen Editor F Du Bois), p842-843
[13] The creditor
[14]The third party. See Corporate Finance (Pty) Ltd v Schwarz North [2017] ZAGPJHC 369 par 20-21
[15]Hippo Quarries (Tvl) (Pty) Ltd v Eardley 1992 (1) SA 867 873E-F

25. In ***Corporate Finance (Pty) Ltd v Schwarz North***[16], Victor J stated the following at paragraph 21 of the judgment:

> "*The cession therefore embraces the contractual right to sue. It is common cause that a cession, to be effective, does not require the prior consent, knowledge, concurrence or cooperation of the debtor. The debtor has no right of refusal/veto or to intervene in the cession agreement unless there is prejudice. It is effective irrespective of the debtor's attitude as the debtor is not actively engaged in the process."*

26. Bearing the above *dicta* in mind and turning to the defence raised, the question then arises whether a third party, such as the defendants in this instance, may challenge the cession and sale and transfer agreements when they were not parties to the agreements? In lieu of the arguments presented during the hearing, I refer to the Court *a quo's* finding in ***Letseng Diamonds Ltd v JCI Limited and Others***[17] that a third party is not entitled to interfere in an agreement concluded between two other parties. Blieden J held that a shareholder had no *locus standi* to challenge a suite of agreements between the company and a third party. The general rule that only the contracting parties to a contract may challenge the invalidity of the agreement where there was non-compliance with its terms, was confirmed by Jaftha J in the minority appeal judgment in ***Letseng Diamonds***[18].

27. However, in the majority decision, which was reported as ***Trinity Asset Management (Pty) Ltd v Investec Bank***[19], the Supreme Court of Appeal found that the Court *a quo* was incorrect to hold that the shareholders could not challenge the validity of the agreements in question and in so doing, question the *locus standi* of the company and third party. The finding by the majority is based on the facts of the particular case and the validity or invalidity of the particular loan agreement was a material factor which the shareholders (in the circumstances prevailing) were entitled to have knowledge of

[16] [2017] ZAGPJHC 369
[17] [2007] ZAGPHC 119 par 19
[18] At paragraph 23
[19] [2008] ZASCA 158 – this judgment refers to the application brought by the other shareholders and must be read with the SCA's majority judgment in Letseng Diamonds Ltd v JCI Ltd and Others *supra*

before voting.

28. The defendants in this matter rely on the ***Trinity Asset Management*** judgment in support of the defence that they are entitled to challenge the cession and sale and transfer agreements because, as submitted in argument, they have established a substantial legal interest in the contract or its consequences. The argument goes that the cessions are significant to the defendants as they are faced with a stranger (presumably the first plaintiff) making claim under a contract to which they, as defendants, were not party to. In summary, the defendants thus challenge the *locus standi* of the plaintiffs to sue.

29. *Locus standi* envisages a requirement of the plaintiffs to have an adequate interest in the subject matter of their litigation, which must not be too remote, and their interest must be actual and current[20]. It bears mentioning that the cessions and sale and transfer agreements as described and pleaded in the Particulars of Claim, are not denied in the Plea.

30. Considering the submissions, I am of the view that there is an aspect to the lack of *locus standi* defence which the defendants overlook. To elaborate, where a party challenges *locus standi*, the Court must approach the question on the assumption that all the allegations of fact relied upon by the party whose *locus standi* is attacked, are true[21].

31. That being the case, I must therefore assume that all facts as alleged and pleaded in the Particulars of Claim, in respect of the parties to the various agreements and the *locus standi* of the plaintiffs, are correct. Having regard to the pleading, it follows that the facts which the plaintiffs rely on, relate to the conclusion of the cession agreements, the addendum thereto, the sale and transfer agreement, the offers, acceptance, payments and the circumstances under which the agreements were concluded[22].

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[20] Four Wheel Drive CC v Leshni Rattan NO [2018] ZASCA 124 par 7

[21] Kuter v South African Pharmacy Board and Others 1953 (2) TPD 313 D-F; Firm-O-Seal CC v Prinsloo & Van Eeden Inc and Another [2023] ZASA 107 par 7

[22] See paragraph 7 of Particulars of Claim

32. Turning to the Plea, it is notable that the defendants simply deny that Sunlyn accepted Corprint's offer and made payment of the purchase price, but fail to plead the basis for such denial. Similarly, the defendants plead a bare denial in respect of Sunlyn's offer related to the cession with Sasfin, and a further bare denial of the first plaintiff's payment to Sasfin of the series 3 participating asset purchase amount in respect of the master rental agreement. The defendants then blithely deny that all right, title and interest passed to the first plaintiff, without in any way, pleading a basis for such bare denial(s).

33. When I have regard to Mr Govender's affidavit, it is evident that he is correct when stating that the defendants plead no reasons for their denial of the first plaintiff's *locus standi* and that it acquired the rights and title in respect of the master rental agreement. I must add that clause 10.1 of such agreement allows for the creditor to transfer its right, title and interest in and to the master rental agreement and the goods referred to therein. Accordingly, I must agree with the submission by the plaintiffs' counsel, and having regard to ***Tumileng Trading CC v National Security and Fire (Pty) Ltd***[23], that the Plea as it stands, does not raise any triable issue.

34. To illustrate further, on reading the Plea, it becomes apparent that in large parts, the agreements as pleaded by the plaintiffs are indeed admitted. The complaint that in their view, the cessions would make no economic sense, only arises in the opposing affidavit and is not substantiated. To question whether, on the plaintiffs' version, the offers and acceptance between the various plaintiffs' occurred, and to opine that the cessions did not make economic sense, in my view, in no way raises a *bona fide* defence or a triable issue.

35. Having regard to the requirement that when an objection is raised to *locus standi*, I must assume that the facts pleaded by the plaintiffs are correct, it then follows that for purposes of this application, I must thus accept that the cession agreements were indeed concluded and Sasfin concluded the sale and transfer agreement with the first plaintiff which thereby acquired the specified series 3 participating asset. It is

[23] 2020 (6) SA 624 (WCC) para 21-23

furthermore apparent that the equipment leased by the company in terms of the master rental agreement forms part of the participating asset, and the conclusion one reaches from a consideration of the Particulars of Claim is that the first plaintiff acquired the right, title and interest in the equipment and as such, had the necessary *locus standi* to issue the Summons.

36. Similarly, the roles and involvement of the other plaintiffs are clearly pleaded and thus assumed to be correct. Furthermore, none of the other plaintiffs raised objection to the aforementioned agreements. More so, nowhere in the Plea is it stated that the defendants suffered or will suffer prejudice hence an interference in the cession and sale and transfer agreements is warranted. Having regard to the above, I am of the view that the *locus standi* defence has no merit.

Certificate of balance defence

37. The defendants' view is that the certificate of balance attached to the Particulars of Claim should have been signed by the first plaintiff's manager and not the manager of Sasfin, the second plaintiff. Mr Voster, Sasfin's senior litigation manager, signed the certificate of balance[24] on 11 May 2022. Aside from confirming the indebtedness of the company to the first plaintiff, the certificate also states the following:

> *"I confirm that **SASFIN,** inter alia, administers and manages rental agreements ceded to **SOUTH AFRICAN SECURITISATION PROGRAMME (RF) LIMITED, REGISTRATION NUMBER 1991/002706/06 ("SASP")**, and performs all administrative functions in relation to the enforcement of said rental agreements.*
>
> *I have the records of **SASP** relating to the transaction, that forms the subject matter hereof, in my possession and under my control. In the premises, the facts set out herein under are within my own personal knowledge and I am duly authorized to certify the indebtedness of the user on behalf of **SASP."***

[24] D

38. Clause 10.1 of the master rental agreement provides that the reference to *"hirer"* in the agreement is deemed to include a reference to the cessionaries or their delegates. Clause 11 provides that a certificate of balance signed by any manager of the hirer as to any amount due by the user shall be prima facie proof of *"…the matters therein stated for all purposes"*[25]*.* I emphasise that the defendants admit in the Plea that the certificate of balance is what it purports to be, and thus with reference to paragraph 13 of the Particulars of Claim read with clause 11 of the certificate, they admit that the certificate is proof of the company's indebtedness to the first plaintiff.

39. Having regard to the submissions and what is set out above, neither the liability to the first plaintiff nor the correctness of the content of the certificate is disputed. In my view, the certificate speaks for itself and tellingly makes reference to the cession from Sasfin to the first plaintiff. A similar technical defence, involving Sasfin and a certificate of balance, was raised in ***South African Securitisation Programme (RF) Ltd and Others v Cellsecure Monitoring and Response (Pty) Ltd***[26]***.*** In this matter, the respondents in the summary judgment application raised a defence that the certificate of balance was to be signed by the hirer and not a cessionary. The Court in ***Cellsecure*** dismissed the defence regarding the certificate of balance, after having regard to the relevant agreement and the content of the certificate, thus holding that the defence was not *bona fide*.

40. In this matter, as in ***Cellsecure,*** the parties had agreed to the terms of the master rental agreement, and at the risk of stating the obvious, had agreed to clauses 10 and 11 thereof, which allow for the signature of the certificate by a manager of a cessionary such as Sasfin. On the one hand, the Plea admits that the certificate is what it purports to be but on the other hand, the remainder of paragraph 13 of the Particulars of Claim is denied. The Plea does not state who should have signed the certificate and thus amounts to a bare denial. In my view, the defendants have indeed failed to lay the basis for a defence in the Plea related to the certificate. This defence must therefore fail.

[25]Clause 11, A
[26][2022] ZAGPPHC 925 para 48-52

Conclusion

41. A final point is that as in ***Cellsecure***, the defences raised in the opposing affidavit are largely unrelated to the Plea. In ***NPGS Protection and Security Services CC v Firstrand Bank Ltd*** [27], the SCA warned against **"***bald averments and sketchy propositions"*[28] in the hope of preventing the granting of summary judgment. In this matter**,** the Plea is replete with bald denials and do not raise triable issues. For the reasons, set out above, are not *bona fide*. As the first defendant's indebtedness and the Guarantee are admitted, summary judgment will accordingly be granted against the third defendant.

Costs of 15 February 2024

42. I have already sketched the history of the proceedings above. In my view, the postponement could have been avoided had the Court and the plaintiffs' legal representatives been apprised of the fact that the second defendant was provisionally sequestrated. We were only informed of this event when proceedings started and in circumstances where counsel and the Court were prepared and ready for the summary judgment hearing. No explanation, reasonable or otherwise, was forthcoming for the failure or oversight to communicate the second defendant's changed status and situation.

43. Costs were ultimately incurred by the plaintiffs and whether the issue of a costs order becomes a concern for a trustee who is appointed in the second defendant's estate, I see no reason why I should not exercise my discretion in the abovementioned circumstances, in favour of granting a costs order. The fact that proceedings are postponed *sine die* in relation to the summary judgment application and the main action, does not, in my view, curtail the granting of such order.

[27] 2020 (1) SA 494 (SCA)
[28] At 509F-G

Order

44. In the result, the following order is granted:

44.1 The proceedings against the first defendant (first respondent) are postponed *sine die* pending the outcome of business rescue proceedings.

44.2 The proceedings against the second defendant (second respondent) are postponed *sine die* pending the outcome of sequestration proceedings.

44.3 Summary judgment is granted against the third defendant (third respondent) in terms of prayers 1(a), (b) and (c) of the summary judgment application (read with prayers a, b and c of the Particulars of Claim).

44.4 The costs occasioned by the postponement of 15 February 2024 are to be borne by the second defendant (second respondent) and/or his estate.

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M PANGARKER
ACTING JUDGE OF THE HIGH COURT

CASE NO.: 9525/2022

APPEARANCES

For plaintiffs/applicants:	**Adv K Kollapen**
Instructed by:	**Wright Rose-Innes Inc.**
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