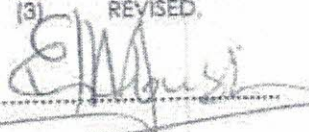


REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED.
	
19/9/2019	

In the matter between:

CASE NO: 37056/2019

RABIE JEANNE HELEN NO obo
TSHEDISO DAVID THAI TRUST

APPLICANT

and

ROAD ACCIDENT FUND

RESPONDENT

AND

CASE NO: 38945/2019

RABIE JEANNE HELEN NO obo
MISHACK LETHAMAGA SERUDU TRUST

APPLICANT

and

ROAD ACCIDENT FUND

RESPONDENT

AND

CASE NO: 38946/2019

RABIE JEANNE HELEN NO obo
THOMAS MANGANYE TRUST

APPLICANT

and

ROAD ACCIDENT FUND

RESPONDENT

JUDGMENT

KUBUSHI J

INTRODUCTION

[1] This judgment pertains to three applications, being, case number: 37056/2019, case number: 38945/2019 and case number: 38946/2019. The applications were set down for hearing on the unopposed motion court rolls of the 27 August 2019 (case number: 37056/2019) and on the 29 August 2019 (case number: 38945/2019 and case number: 38946/2019).

[2] The main relief sought in all the applications was for an order directing the respondent, the Road Accident Fund ("the Fund"), to pay the expenses incurred by the applicant, in her capacity as a Trustee in the Deeds of Trust established for the benefit of the beneficiaries in each respective matter. It shall be explained later in the judgment why it was necessary that the said Deeds of Trust be established.

[3] The said expenses were incurred for the purpose of establishing the Trusts and/or for the administration of the Trusts and for the bond of security, namely, the

furnishing of the bond of security and the furnishing of the security premiums. The expenses are alleged to be due to the applicant in terms of the undertaking certificates issued to the respective beneficiaries by the Fund in accordance with section 17 (4) (a) of the Road Accident Fund Act 56 of 1996 ("the Act"). It also appears that subsequent to the issue of the said undertaking certificates, final court orders for the compensation of the beneficiaries in each respective matter were granted.

[4] Counsel for the applicants first appeared in the unopposed motion court of the 27 August 2019 in case number 37056/2019. I requested counsel to provide me with authority in support of the applicant's contention that the expenses incurred in the establishment of a trust, as well as costs pertaining to the bond of security falls to be paid under the ambit of the undertaking in section 17 (4) (a) of the Act. In particular whether such expenses are construed as 'the rendering of a service' as envisaged in that subsection. Counsel could not provide such authority. I, as a result, directed him to provide me with heads of argument in respect of that issue. I then stood the matter down for hearing on the unopposed motion court of 29 August 2019.

[5] When counsel appeared on 29 August 2019, there were two other matters on the roll, namely, case numbers: 38945/2019 and 38946/2019, wherein the applicants therein sought the same relief as that sought in case number: 37056/2019. The applicant in all the three cases was the same and the same counsel was appearing in all the matters. I reserved judgment in all the matters and requested counsel to provide me with heads of argument as previously directed on 27 August 2019, in all the matters.

THE ARGUMENTS

[6] According to the applicant, in terms of the undertaking certificates issued to the beneficiaries, the Fund is obliged to reimburse the Trustee (applicant) for the expenses incurred in respect of the rendering of services or the supplying of goods to the beneficiary, as well as all the costs which are necessary to be incurred in respect of the administration of the Trusts, after such costs have been incurred and on proof of submission thereof, as *per* the statutory undertaking certificates which the Fund provided to the beneficiaries in terms of section 17 (4) (a) of the Act. The contention is that, the expenses in respect of the establishment, as well as, all the costs pertaining to the registration and renewal of the bonds of security of the Trusts have been incurred in terms of section 17 (4) (a) of the Act, and the Fund is thus liable to pay them.

[7] It is counsel's submission that from the reading of the undertaking certificates, together with the final court orders and the Deeds of Trust, the Trustee (in her capacity as representative on behalf of the Trusts and beneficiaries) having already incurred the costs on behalf of the Trusts and beneficiaries, should be reimbursed for the costs in respect of the establishment, as well as all costs pertaining to the registration and renewal of the bond of security which have been incurred.

[8] The further submission is that the only costs a Trustee could incur are for the establishment of the Trust and the administration thereof. According to counsel, the aforesaid final court orders clearly qualified the costs in expressly including the costs of the furnishing of security and the furnishing of the security premiums. Counsel argues that from the reading of the final court orders it is evident that the Deeds of

Trust are part and parcel of the court orders, and the content of the Deeds of Trust were accordingly incorporated in the said court orders.

THE ISSUE

[9] The issue that I wanted counsel to address in the heads of argument was whether costs incurred in the establishment of a trust, as well as all costs pertaining to the bond of security fall to be paid under the ambit of the undertaking in terms of section 17 (4) (a) of the Act and/or whether such costs are to be construed as pertaining to 'the rendering of a service' as envisaged in that subsection.

LEGAL PRINCIPLES

[10] A section 17 (4) (a) undertaking certificate is normally furnished by the Road Accident Fund ("the Fund") in terms of section 17 (4) (a) of the Act for the payment of future medical and hospital expenses of a claimant injured in a motor vehicle accident.

[11] Section 17 (4) (a) of the Act reads as follows –

"Where a claim for compensation under subsection (1) –

- (a) Includes a claim for the costs of the future accommodation of any person in a hospital or nursing home or treatment of or rendering of a service or supplying of goods to him or her, the Fund or an agent shall be entitled, after furnishing the third party concerned with an undertaking to that effect or a competent court has directed the Fund or the agent to furnish such undertaking, to compensate*
 - (i) The third party in respect of the said costs after the costs have been incurred and on proof thereof, or*

- (ii) *The provider of such service or treatment directly, notwithstanding section 19 (c) or (d), in accordance with the tariff contemplated in subsection (4B)."*

DISCUSSION

[12] The arguments of counsel in the respective heads of argument handed in do not precisely address the issue. Counsel instead referred me to court orders granted, subsequent to the undertakings against the Fund, in each respective matter and to the Deeds of Trust, and requested that I grant the current applications in terms of the court orders.

[13] The answer to the issue I raised, calls for the interpretation of the phrase 'the rendering of a service' in section 17 (4) (a) of the Act.

[14] The proper approach to the interpretation of statutory construction was enunciated in the judgment in *Natal Joint Municipal Pension Fund v Endumeni Municipality*¹ where it was held that

"[19] ... the context and the language should at the outset be considered together, with neither predominating over the other."

and

"[24] ... the proper approach is from the outset to read the words used in the context of the document as a whole and in the light of all the relevant circumstances."

[15] The undertaking certificate furnished by the Fund in terms of the subsection is ordinarily granted where the Fund has admitted liability and conceded that it is liable for the future medical and hospital expenses of a claimant.

¹ 2012 (4) SA 593 (SCA).

[16] Such expenses would normally include the accommodation of a claimant in a hospital or nursing home or her/his treatment. The subsection goes further to include the rendering of a service to the claimant. Does the rendering of the service in the subsection relate to any service that the claimant would require in related to the injuries sustained in the accident or is it specific to the services relating to the medical and hospital expenses she/he will require in future? Can a claimant, for instance, in terms of the subsection, claim costs for legal services incurred as a result of the injuries sustained in an accident? I do not think so.

[17] The phrase 'the rendering of a service' should be interpreted in the context of the subsection which relates to the payment of future medical and hospital expenses to be incurred by the claimant, and should be read to mean a service that pertains to medical or hospital expenses. In the same way 'supplying of goods' would not necessarily mean the supply of any goods but those goods that will be required in the treatment of the injuries of the claimant in future.

[18] I, in that sense, do not think that the relief that applicant seeks in these applications is sustainable. The fact that counsel now seeks to introduce the court orders and the provisions of the Deeds of Trust, attest to the fact that counsel is aware that a proper route was not followed by the applicant to seek payment of these costs premised on the respective undertaking certificates. The court orders and/or Deeds of Trust are of no assistance as well.

[19] I shall, hereunder, deal with the respective applications in turn.

CASE NUMBER: 37056/2019

[20] The beneficiary herein, Tshediso David Thai, ("the beneficiary") was involved in motor vehicle accident and was seriously injured. He instituted a claim for compensation against the Fund for damages suffered as a result of the accident. Pursuant to the claim lodged on behalf of the beneficiary, the Fund issued an undertaking certificate, in terms of section 17 (4) (a) of the Act to the beneficiary. Subsequent to the undertaking having been furnished, and on 23 November 2016, a final court order was granted for compensation to the beneficiary. As *per* the said final court order a Deed of Trust ("the Trust"), administered by the applicant, was established on behalf of the beneficiary.

[21] In this application, the applicant seeks an order that the Fund be directed to make payment in the amount of R32 326, 12 in respect of expenses incurred by the applicant in terms of section 17 (4) (a) undertaking certificate, for the establishment and administration of the Trust, as well as all the costs pertaining to the bond of security for the period 2017 to 2018, together with the applicable interest plus costs on an attorney and client scale.

[22] It is counsel's submission that from the reading of the undertaking certificate, together with the court order and the Deed of Trust, the Trustee (in her capacity as representative on behalf of the Trust and beneficiary) having already incurred the costs on behalf of the Trust and beneficiary, should be reimbursed for the costs in respect of the establishment, as well as all costs pertaining to the registration and renewal of the bond of security which have been incurred.

[23] According to counsel the aforesaid final court order clearly qualified the costs in expressly including the costs of the furnishing of security and the furnishing of the

security premiums. The argument is that from the reading of the order it is evident that the Deed of Trust was part and parcel of the order, and the content of the Deed of Trust was accordingly incorporated in the said order.

[24] Based on the aforesaid arguments counsel seeks an order in terms of prayer 1 to 3 of the notice of motion, however, contended that should I find that the applicant is not entitled to be reimbursed for the establishment of the Trust, counsel seeks, in the *alternative*, an order that the respondent be ordered to pay the costs of the Trust (including the cost of the furnishing of security and the furnishing of the security premium) as envisioned in terms of clause 4 read with clause 4.8 of the order granted on 23 November 2016.

[25] The applicant in her papers seeks relief on the basis of an undertaking certificate in terms of section 17 (4) (a) of the Act. The salient part of the undertaking certificate reads as follows:

2.1 *The Fund's liability to compensate the Claimant for the future accommodation in a hospital or nursing home or treatment of or rendering of a service or the supply of goods to the Claimant, which are incurred as a result of injuries sustained in the collision, is limited to the tariff or tariffs enforced under the Act from time to time, and in lieu of such tariff or tariffs, to the necessary and reasonable costs incurred by the Claimant as a result of injuries sustained in the accident.*

2.2 *The Fund shall compensate:*

2.2.1 *The claimant after the costs have been incurred and on proof thereof; or*

2.2.2 *The provider of such service or treatment, directly."*

[26] Counsel concedes in the heads of argument (paragraph 3.10) that the current application seeks to recover the costs for the establishment of the Trust as well as all

costs pertaining to the bond of security. It is, however, evident from the perusal of the undertaking certificate that it does not cater for the reimbursement of the applicant for the establishment of the Trust or for the cost for the bond of security. On that ground alone, the applicant's claim must fail.

[27] But, the applicant's counsel in his heads of argument seeks to convert the premise of the applicant's claim from the undertaking certificate to the court order of 23 November 2016. It is counsel's argument that an order can be granted that the respondent pay the costs of the Trust (including the cost of the furnishing of security and the furnishing of the security premium) on the basis of the provisions of clause 4 read with clause 4.8 of the order granted on 23 November 2016.

[28] The aforementioned order, insofar as it relates to the current application is set out in the applicant's heads of argument as follows:

*4. *The Defendant is ordered to pay the Plaintiff's taxed or agreed party and party costs in the abovementioned account, for the instructing and corresponding attorneys on the High Court Scale which costs, up to and including the trial dates of 18 February 2016 and 23 November 2016, will inter alia include but not limited to the following: . . .*

... 4.8 *The costs of the Trustee (including the costs of the furnishing of security and the furnishing of the security premium; . . .*

5. *The net proceeds of the payment referred to above, after deduction of attorney and own client costs (the capital amount) shall be payable by the plaintiff's attorneys to a trust, to be created within twelve months of the date of this order, which trust will:*

5.1 *Be created on the basis of the provisions as more fully set out in the draft trust deed attached hereto marked Annexure "A".*

5.2 *Have, as its trustee, with power and abilities as set out in the draft trust deed attached hereto marked "A".*

[29] The order counsel seeks cannot stand because it is unsubstantiated on the papers as they stand. That relief, as counsel says, is premised on the order granted on 23 November 2016 and not on the undertaking certificate which is the premise of the current application. I do not think that the two, i.e. the court order and the undertaking, can be used interchangeably. The applicant should either claim on the basis of the undertaking or on the basis of the order of 23 November 2016.

[30] What is problematic, as well, is that the papers are premised on the costs incurred by the applicant in the period from 2017 to 2019 whilst the court order refers to '... costs, up to and including the trial dates of 18 February 2016 and 23 November 2016'.

[31] Conversely, the salient provisions of the Deed of Trust read as follows:

"The undertaking contemplated by section 17 (4) (a) of Act 56 of 1996 will be administered by the Trustee, and the Trustee will be entitled to collect payment of 100% of the prescribed remuneration for the administration of the undertaking and the Road Accident Fund will pay such remuneration to the Trustee under the aforesaid undertaking contemplated by section 17 (4) (a) of Act 56 of 1996."

[32] These provisions of the Deed of Trust cannot assist the applicant in the circumstances of this matter. The provisions are for the Trustee [applicant] to administer the undertaking and to be reimbursed for such administration. The clause as it stands does not cater for the costs the applicant seeks in the notice of motion.

CASE NUMBER: 38945/2019

[33] The applicant seeks an order that the respondent be directed to make payment in the amount of R47 814, 46 in respect of expenses incurred by the applicant in terms of section 17 (4) (a) undertaking certificate, for the establishment

and administration of the Trust, as well as all costs pertaining to the bond of security for the period 2016 to 2019, together with interest on the said costs plus cost of the application on an attorney and client scale.

[34] The beneficiary of the Trust, Mishack Lethamaga Serudu, ("the beneficiary"), was involved in a motor vehicle collision that occurred on 20 June 2009. As a result of the collision, the beneficiary suffered serious injuries and action was instituted against the Fund for compensation. The action was finalised on 6 May 2015 and a final order was granted. The final order is attached to the founding papers as Annexure "B".

[35] Prior to the finalisation of the matter, the beneficiary was issued with an undertaking certificate in terms of section 17 (4) (a) of the Act. A copy of the said undertaking is attached to the founding papers as Annexure "C".

[36] The submission is that the expenses in respect of the establishment, as well as all the costs pertaining to the registration and renewal of the bond of security of the Trust have been incurred in terms of section 17 (4) (a) of the Act and quantified by the necessary invoices for its specified periods, in the amount of R47 814, 46, and the Fund is now liable to pay.

[37] In the heads of argument, counsel draws my attention to the fact that at the time the undertaking certificate was issued, it was issued to the claimant which was prior to the establishment of the Trust as is provided for in the court order. The court order granted, therefore, explicitly entitles the Trustee (the applicant) to such costs. The court order also qualified the costs in expressly including the costs of the furnishing of security and furnishing of the security premiums. Thus, the argument is that the current application seeks to recover the costs for the establishment of the

Trust as well as all costs pertaining to the bond of security which costs are sanctioned by the court order.

[38] Counsel contents further that from the reading of the undertaking certificate together with the court order and Deed of Trust, the Trustee (in her capacity as representative on behalf of Trust and beneficiary) is entitled to the costs in respect of the establishment, as well as all the costs pertaining to the registration and renewal of the bond of security which have been incurred. This, according to counsel, entitles the applicant to be granted the relief she seeks in prayers 1 to 3 of the notice of motion.

[39] The salient part of the undertaking certificate reads as follows:

"THE ROAD ACCIDENT FUND. (hereinafter referred to as the Fund)

*...
undertakes under section 17 (4) (a) of the said Act [Act 56 of 1996], as amended, subject to section 17 (4B) of the said Act, to compensate the CLAIMANT or the provider of the service or goods directly, for 100% of the costs of future accommodation in a hospital or nursing home or treatment of or rendering of a service or the supplying of goods to the said CLAIMANT after the costs have been incurred and on proof thereof, relevant to the said accident."*

[40] It is worthy to note that the undertaking certificate provided to the beneficiary does not specify any expenses incurred in respect of the establishment of the Trust, as well as all the costs pertaining to the bond of security. It is, also, worthy to note that the undertaking certificate does not make provision for the reimbursement of the Trustee for the costs incurred in respect of the rendering of services for all the costs which are necessary to be incurred in respect of the administration of the Trust.

[41] The court order, on the other hand, provides, amongst others, the following –

"By agreement between the parties an order is hereby granted in the following terms:

1. ...

3. *The Defendant shall pay the Plaintiff's taxed or agreed party and party costs of suit, which costs shall include, but not limited to the following:*

3.1 ...

3.4 *The Defendant shall be liable to compensate the Plaintiff for the costs of one trustee, which costs shall not exceed the costs of a curator bonis as stipulated in the Administration of Estates Act, 66 of 1965, as amended;*

3.5 *The Defendant shall be liable to compensate the Plaintiff for the costs for the establishment of the Trust, which costs shall not exceed the costs for the appointment of a curator bonis;*

3.6 *The Defendant shall be liable to compensate the Plaintiff for the costs of furnishing annual security in terms of section 77 of the Administration of Estates Act, 66 of 1965, as amended, by the aforesaid trustee, which costs shall not exceed the costs for the appointment of a curator bonis;*

3.7 *The above-mentioned payment with regard to costs shall be subject to the following conditions:*

3.7.1 *The Plaintiff shall, in the event that costs are not agreed, serve the notice of taxation on the Defendant's attorney of record; . . ."*

[42] It is quite evident from the aforementioned clauses of the court order that provision has been made for the applicant to be paid fees incurred for the establishment of the Trust and for the costs pertaining to the bond of security, that is, the furnishing of security and the furnishing of security premiums.

[43] However, the court order refers to taxed or agreed party and party costs, and in the event that costs are not agreed the court ordered that a notice of taxation be served on the Defendant's attorneys of record.

[44] The order is that the costs to be taxed or agreed shall include, amongst others, the costs of establishing the Trust and the costs for furnishing security and security premiums. Such costs are, also, limited and should not exceed the costs for the appointment of a *curator bonis*. Therefore, these costs must be taxed as ordered by the court and, also, to determine whether they do not exceed the costs for the appointment of a *curator bonis*.

[45] The process followed by the applicant to apply in terms of the section 17 (4) (a) undertaking certificate is incorrect as the undertaking certificate, in this instance, does not entitle the applicant to claim for fees incurred in the establishment of the Trust or for costs pertaining to the bond of security. The court order is of no assistance to the applicant because firstly, the current application is not premised on the court order but on the undertaking certificate; secondly, the costs are not taxed as is required by the court order. For the same reasons, the provisions of the Deed of Trust will not avail the applicant the relief she seeks.

CASE NUMBER 38946/2019

[46] In this application, the applicant seeks an order directing the respondent to make payment of R45 090, 28 in respect of expenses incurred by the applicant in terms of section 17 (4) (a) undertaking certificate, for the establishment and administration of the Trust, as well as all costs pertaining to the bond of security for the period 2017 to 2018, together with interest on the aforesaid costs plus costs of the application on an attorney and client scale.

[47] The beneficiary of the Trust, Thomas Manganye, ("the beneficiary") was involved in a motor vehicle collision that occurred on 23 May 2010 and sustained serious injuries. An action was instituted against the respondent, the Fund, which action was finalised on 5 August 2016. A final order was granted. A copy thereof is attached to the founding papers as Annexure "B".

[48] Prior to the finalisation of the matter, on 18 March 2014, the beneficiary was issued with an undertaking certificate in terms of section 17 (4) (a) of the Act. A copy of the said undertaking is attached to the founding papers as Annexure "C".

[49] The submission is that the expenses in respect of the establishment, as well as all the costs pertaining to the registration and renewal of the bond of security of the Trust have been incurred in terms of section 17 (4) (a) of the Act and quantified by the necessary invoices for its specified periods, in the amount of R45 090, 28, and the Fund is now liable to pay.

[50] In the heads of argument, counsel submits that it is evident that from the aforementioned order alone, the applicant is entitled to the costs claimed in prayer 1 of the notice of motion. The court order also qualified the costs in expressly including the costs of the furnishing of security and furnishing of the security premiums and the costs for the establishment of the Trust.

[51] Thus, the argument is that the current application seeks to recover the costs for the establishment of the Trust as well as all costs pertaining to the bond of security which costs are sanctioned by the court order. Counsel contends further that the Trust Deed was part and parcel of the order and that the content of the Trust deed is incorporated in the said order. This, according to counsel, entitles the applicant to be granted the relief she seeks in prayers 1 to 3 of the notice of motion.

[52] The applicant claims relief on the basis of the section 17 (4) (a) undertaking certificate issued to the beneficiary on 18 March 2014. The salient part of the undertaking certificate reads as follows:

"THE ROAD ACCIDENT FUND, (hereinafter referred to as the Fund) established in terms of section 2 (1) of the Road Accident Fund Act 1996 (Act 56 of 1996)

...

undertakes under section 17 (4) (a) of the said Act to compensate the CLAIMANT for 100% of the costs of future accommodation in a hospital or nursing home or treatment of or rendering of a service or the supplying of goods to the said CLAIMANT after the costs have been incurred and on proof thereof, relevant to the said accident."

[53] It is worthy to note that the undertaking certificate provided to the beneficiary does not specify any expenses incurred in respect of the establishment of the Trust, nor does it provide for the costs pertaining to the bond of security. It is, also, worthy to note that the undertaking certificate does not make provision for the reimbursement of the Trustee for the costs incurred in respect of the rendering of services for all the costs which are necessary to be incurred in respect of the administration of the Trust.

[54] In the heads of argument, counsel argues for relief in terms of the final court order of 5 August 2016. The following salient clauses are stated in the court order –

"By agreement between the parties, it is hereby ordered as follows:

1. ...

4. The Defendant is ordered to furnish to the Trustee appointed in respect of THOMAS MANGANYE an Undertaking in terms of Section 17 (4) (a) of the Road Accident Fund Act 56 of 1996, for the costs of the future accommodation of THOMAS MANGANYE in a hospital or

nursing home or the treatment of or the rendering of a service or the supplying of goods to THOMAS MANGANYE arising out of injuries sustained by him in a motor vehicle collision of 23 May 2010, in terms of which Undertaking the Defendant will be obliged to compensate the Trustee in respect of the said costs after the cost have been incurred either by the Plaintiff or by the Trustee or by any party on behalf of the Plaintiff and on proof thereof, as per the court order dated 18 March 2014;

4.1 *The aforesaid Undertaking will include the costs of the Trustee (including but not limited to the costs of the furnishing of security and the furnishing of the security premium);*

5. *The Defendant is ordered to pay the Plaintiff's taxed or agreed party and party costs up to and including the trial date of 27 January 2016, in the abovementioned account, for the instructing- and corresponding attorneys on the High Court scale which costs, will inter alia include but not limited to the following: . . .*

... 5.7 *The costs of the erection of the trust, limited to the reasonable cost of what it would have cost to appoint a curator bonis; . . ."*

[55] The undertaking certificate on which the applicant relies was issued to the beneficiary prior to the finalisation of the matter. When the matter was finalised the court ordered that the Trustee be issued with an undertaking certificate; and unlike the undertaking certificate issued to the beneficiary, the court ordered the undertaking certificate to be issued to the Trustee to include the costs of the Trustee (including but not limited to the costs of the furnishing of security and the furnishing of the security premium).

[56] The undertaking certificate to the Trustee, which appears never to have been issued, provided for the costs of the furnishing of security and the furnishing of the security premium and does not provide for the fees incurred for the establishment of

the Trust. In terms of this undertaking certificate, the applicant is entitled only to the fees pertaining to the bond of security.

[57] The fees for the establishment of the Trust are provided for in the court order under the clause pertaining to the costs the beneficiary is entitled to. This clause refers to taxed or agreed party and party costs up to and including 27 January 2016 and will, amongst others, include the costs of establishing the Trust. Such costs have also been ordered to be limited to reasonable costs of what it would have cost to appoint a *curator bonis*. Therefore, these costs must be taxed as ordered by the court and must be taxed to determine whether they are reasonable costs of what it would have cost to appoint a *curator bonis*.

[58] Furthermore, the applicant, in the papers, seeks payment of costs incurred for the period 2017 to 2018 whereas the court order provides for costs up to and including 27 January 2016.

[59] From the aforesaid, it is apparent that neither the undertaking certificate nor the court order nor the Deed of Trust will come to the assistance of the applicant. The reasons advanced in respect of the application in case number: 38945/2019 in paragraph [45] of this judgment, apply similarly in this application.

CONCLUSION

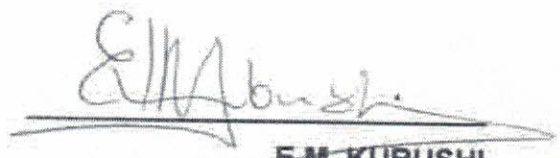
[60] The applications stand to be dismissed.

ORDER

[61] I make the following order:

1. The application in case number 37056/2019 is dismissed.

2. I make no order as to costs.
3. The application in case number 38945/2019 is dismissed.
4. I make no order as to costs.
5. The application in case number 38946/2019 is dismissed.
6. I make no order as to costs.


E.M. KUBUSHI
JUDGE OF THE HIGH COURT

Appearance:

Counsel for Applicants	: Adv. M. Jacobs
Instructed by	: VZLR INCORPORATED
Counsel for Defendant	: No Appearance
Date heard	: 27 & 29 August 2019
Date of judgment	: 19 September 2019