IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

Case No: **34350/2020**

(1) REPORTABLE: no
(2) OF INTEREST TO OTHER JUDGES: no
(3) REVISED: yes
24 March 2024

In the application of:

G[...] J[...] N[...] Applicant
(Identity No. 8[…])

and

M[...] C[...] Respondent
(Identity No. 8[…])

This judgment is prepared and authored by the Judge whose name is reflected as such and is handed down electronically by circulation to the parties / their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines. The date for handing down is deemed to be 24 March 2025.

JUDGMENT

RETIEF J

INTRODUCTION

[1] On the 18 February 2021 the applicant and respondent obtained a decree of divorced which incorporated a settlement agreement [order]. The settlement, agreement *inter alia*, dealt with the primary residence, contact and care of their two minor children, G[...] J[...] N[...] and P[...] N[...] [children], as envisaged in terms of section 18 of the Children's Act, 38 of 2005 [Children's Act]. The order was granted absent the settlement agreement being endorsed by the office of the family advocate. The family advocate, at the time, was not inclined to endorse the *inter partes,* agreement regarding the shared residency agreed to without an investigation into whether it was in the children's best interest.

[2] It is common cause on the papers that shared residency was not in the children's best interest. Both the parties now seek a final determination of primary residency, contact and care [primary residence]. In so doing, the applicant in Part A, seeks that a forensic investigation be conducted to make recommendations in support of the final determination of primary residency, Part B. The respondent accepting that a final determination of primary residency is required, is opposed to the applicant's proposed recommendation of a forensic investigation as a method to investigate primary residency. In so doing, the respondent opposes Part A seeking its dismissal with punitive costs and, by way of a counter application seeks: contempt relief, that an investigation into the best interest of the children regarding primary residency be conducted by the family advocate alternatively by means of a socio-economic assessment and, the variation of the settlement agreement. The applicant opposes the relief sought by the respondent's counter application also seeking punitive costs.

[3] Having regard to the papers filed and the arguments presented this Court viewed and accepted that that nub of the application and counter application related to the resolution of the envisaged investigations into the best interests of the children regarding primary residency and, whether future therapeutic intervention are required. This however, is not to say that by identifying the nub, the Court will not deal with the remaining issues. To this end, this Court first considers the issue of primary residence and the indicated investigation to do so.

PRIMARY RESIDENCY, CONTACT AND CARE

[4] The divorce proceedings were initiated by the respondent. Prior to the finalisation thereof, the respondent testified at the divorce proceedings that shared residency translating into every alternate week had already been initiated by the parties in August 2020. Both parties confirmed that it was in the interest of the children in the context of their family and in particular in the context of both their working lives. Both the parties are medical practitioners in private practice. The applicant is a gastroenterologist and the respondent a paediatrician. The respondent under oath, confirmed to the Court, at the time, the arrangement of shared residency also afforded her sons extensive contact with their father which enables them to enjoy a balanced upbringing.

[5] However soon after the order, by the end of March/ beginning of April 2022, it became clear that shared residency was not in the children's best interest. The parties then, with assistance of a therapist, *inter partes* agreed that the children would primarily reside with respondent and that the applicant would enjoy certain contact rights. This *inter partes* arrangement was not formalized at that stage, by amending the settlement agreement nor was it agreed following any investigation into the best interest rights of the children.

[6] Presently the applicant is not satisfied with the *inter partes* arrangement alleging that the children are not coping, that he is experiencing parental alienation and that he is unable to successfully co-parent with the respondent. In consequence, the applicant asks for the investigation to take place and moves Part A of his relief first. The respondent on the other hand, contends that the *inter partes* agreement should be formalized and moves for the variation of the settlement agreement to achieve that before an investigation.

[7] The respondent, in her counter application, now moves to formalise the *inter partes* agreement by seeking a variation of the settlement agreement.

Should the settlement agreement be varied to record the inter partes arrangement

before the recommendations following an investigation can be considered ?

[8] After careful consideration, the answer must be no. An investigation is required before any final determination can be made let alone, whether the variation of the settlement agreement is competent at this stage. This answer was already apparent when the order was sought when the family advocate refused to endorse the, *inter partes* arrangement of shared residency absent an investigation. But, the answer too, is apparent because of the need for this application. Presently, the answer has been answered by the parties and their own conduct themselves. The present *inter partes* arrangement reached in 2022 was concluded without a prior investigation which need is now common casue.

[9] Varying the settlement at this stage will not only, as described above, fail to bring about an effective outcome for both parties, *inter partes*, but a variation in the face of the disputed material issues, is not a variation by settlement but, by order. The purpose of a settlement agreement is to record all the settled terms between parties. This is not the case in this application as the *inter partes* agreement has been called into question. The variation relief recording the *inter partes* agreement must fail.

[10] The common cause fact that an investigation must take place now raised the next question, what type of investigation will serve the best interest purpose?

THE INVESTIGATION

[11] Prior to the launching of this application, it was common cause that both the applicant and the respondent agreed to appoint a forensic expert and, a parenting co-ordinator. Both were *de facto* agreed upon and duly appointed. Prior to this agreement and from the respondent's attorneys letter dated the 15 February 2024, the respondent was initially reluctant to agree to a forensic investigation but she had a change of heart triggered, *inter alia,* by the effect the applicant's life partner on her children's emotional and physical well-being. She conveyed to her attorneys in a consultation on the 14 February 2024, that the children's wellbeing was negatively impacted which required urgent attention. In so doing she provided her consent for a

forensic investigation to take place.

[12] Her attorneys echoed her sentiments by stating in the letter of the 15 February 2024, stated, *inter alia*:

> *"* -
>
> *5. It is blatantly clear that both the minor children seek to establish a relationship with your client (the applicant - own emphasis), but due to the influence of Sanet (applicant's life partner - own emphasis) it seems impossible.*
>
> *6. The minor children both confirm Sanet's conduct and behaviour towards them is aggressive and she blatantly reject the minor children. (sic)* (own emphasis)
>
> *7. To such extent where she not only threatens physical attacks on the minor children but has on more than one occasion threw items (sic) (own emphasis) such as toys at the minor children.*
>
> *8.* -
>
> *9. In consultation, and despite our earlier approach to the issue of a forensic investigation, our client was advised to agree to a forensic investigation in respect of the minor children's emotional and physical wellbeing.* (own emphasis)
>
> *10. Our client therefore agrees to a forensic investigation and nominate Dr. Lynette Roux to be appointed jointly by both parties.*
>
> *11. We kindly await your client's urgent reply and trust your client will act in the best interest of the minor children and agree to the forensic investigation."* (own emphasis)

[13] The applicant agreed to the proposed urgent forensic investigation and, to

this end the respondent's attorneys acting on instruction from the respondent authored a mandate letter to Dr Lynette Roux [Dr Roux] dated the 5 April 2024, in which they identified the following areas for investigation:

> 13.1. the extent and nature of the relationship between the minor children and both Dr C[...] and N[...];
>
> 13.2. assessing and recommending primary care and residence of the minor children;
>
> 13.3. investigating and reporting on the allegations of parental alienation raised by both Drs C[...] and N[...] (own emphasis);
>
> 13.4. the nature and extent of the relationship between the minor children and Dr N[...]'s life partner (own-emphasis);
>
> 13.5. the nature and extent of the relationship between the minor children and Dr C[...]'s life partner (own emphasis).

[14] Over and above this mandate, a parenting co-ordinator too was agreed upon. Simply put an agreement to the applicant's Part A relief. Dr Roux accepted her mandate and was to commence her investigation during August 2024. However, on the 23 July 2024, just prior to the scheduled commencement of the forensic investigation, the respondent again had a change of heart and withdrew her consent for a forensic investigation. She stated that after a consultation with her attorney and Counsel she decided to withdraw her consent and rather now proposed that Ms Jana Van Jaarsveldt be appointed to do perform a socio-economic assessment by mutual consent.

[15] The respondent's change of heart, was recorded by her attorneys in a letter dated the 23 July 2024 [July 2024 letter], wherein they stated that:

> "*2.1.3. Our client's consent is withdrawn due to the fact that the minor children do not experience emotional trauma, (own emphasis) nor do they*

display emotional behaviour associated with personal emotional disturbances, but the conduct displayed by the minor children is a direct result of the ongoing dispute between our respective clients. (own emphasis)

2.1.4 It is therefore recorded that the inability of our clients to properly communicate with one another and to respect one another's boundaries in terms of access and visitation, as well as the primary care of the minor children, has a direct influence on the minor children and the crux of the dispute is therefore initiated by our respective clients and not the minor children.

2.1.5 The emotional trauma is undergoing a forensic assessment will have an extreme negative impact on the emotional stability of the minor children." (own emphasis)

[16] According to the July 2024 letter, the applicant's partner, was suddenly no longer the source of the children's emotional trauma, notwithstanding the serious previous allegations to contrary in February 2024. Furthermore, in the July 2024 letter the respondent too raised her intent to initiate the contempt relief for, *inter alia*, the applicant's refusal to settle his maintenance payments during 2021. The effect of the July 2024 letter created confusion regarding the weight of the allegations wielded against the applicant's partner, confusion as to the actual source of the children's emotional trauma, it delayed an agreed and planned forensic investigation from commencing and created misgivings again as to whether a forensic investigation was in the children's best interest.

[17] This confusion persisted. In a letter dated the 6 August 2024, the respondent through her attorneys confirmed that notwithstanding the ongoing dispute between her and the applicant about visitation schedules, the need of a parent co-ordinator was uncalled for. The respondent contended that the applicant could simply just accept the schedules she proposed for visitations with the children. Ostensibly this would resolve the disputes between the parties and as a consequence the children's emotional trauma. If it was only that simple but, it's not because visitation disputes are not the only dispute between the parties on the papers. In fact, both the parties

papers are littered with allegations of un-cooperation, personal accusations, lack of ability to co-parent, disrupted contact and attack of parenting skills, but to name a few. When these issues are raised they are denied, establishing further disputes. The need for a qualified third party to act as a parental co-ordinator remains called for on both the parties versions. In consequence, if not for both the applicant and the respondent then it is definitely called for when acting in the interest of their children. Their children's vulnerability on the papers, notwithstanding the aforesaid remains common cause. The applicant's relief for a parental co-ordinator is reasonable and required at this stage until, a final determination by the Court is to contrary.

What type of investigation will serve the purpose?

[18] Generally and as a direct result of a divorce a family *per se* (the system within which it functions and who is seen to be part of it) changes substantially. In this matter it is common cause that both the applicant and the respondent have new current life partners and as such the family dynamic has evolved, morphed into more members, if you will. The family as it once was and how it used to function is no longer exists because it has broken up into two separate units. To survive and to serve all the members, especially the interests of the children, the two fragmented units need to co-exist. The difficulty is that each fragmented unit begins to operate according to its own system. Such systems can differ due to parenting styles, approaches to life, means how disputes are resolved and, by applying different philosophies. This creates complications and potential disputes. The complications and the *sequelae* thereof can affect the children and parents alike. In circumstances when both are affected and, in particular, when the parents are affected to the extent that they no longer can co-parent in harmony, the interests of the children can not be served without considering the entire family (both units).

[19] Considering the evidence there is nothing on the papers that demonstrates that the applicant and the respondent will be in a position to co-parent in harmony in the future and, that they respect each other's parenting style and philosophy. From their interactions with each other in the past and subsequent upon obtaining the order, such depicts an inability to steer through shared residency and an inability to stabilize the new family unit, as a whole. In consequence, there appears to be no

prospect of an imminent change rendering that a constant factor, albeit negative, which this Court considers.

[20] As far as the family dynamics are concerned, the papers too do not demonstrate a level of acceptance, respect and kindness which will foster understanding going forward having regard to all the members, including the new life partners. The possibility of parental alienation regarding both parents has been voiced by both the parties. An allegation or suspicion of parental alienation is not to be taken lightly as it can cause dire consequences for a child. To determine the weight of such allegations by an investigation, remains a weighty consideration. The Court too, is reminded that the weight of the consideration still persists, absent any report of psycho-pathology of parents or absent any domestic violence or safety concerns relating to the children. A further consideration is that if upon investigation parental alienation is not present as alleged, the weight of such knowledge may very well create the harmony needed to assist the new family system going forward.

[21] These factors weigh in favour of a forensic investigation to consider both the family units. However is there another means to achieve the same purpose?

Is a forensic investigation inevitable?

[22] The applicant contends that a forensic investigation is inevitable and the respondent conversely contends that, although a forensic investigation is not presently indicated because it is not the norm and an invasive procedure, and if it becomes inevitable the family advocate or another expert can make that recommendation. In support of their respective contentions both the parties refer this Court to various expert opinions. In this regard, the respondent refers this Court, in her answer and counterclaim to a report, authored by Mariaan De Vos, an Educational Psychologist [De Vos report] and the appellant in reply, to an expert report authored by Dr Pretorius, a counselling and research psychologist [Dr Pretorius' report].

[23] The respondent's counsel pointed out in her written submissions that the applicant tried to make out a case for a forensic investigation in reply with the use of Dr Pretorious and not, in his founding papers. Having regard to the submission it is of

critical importance to be reminded that prior to the launching of the application both parties agreed to a forensic investigation and that, the respondent herself in the July 2024 required the applicant's urgent consent to affect it. Whether it was out of 'the norm' at this stage was not a consideration. As such, in this application the applicant moves from the premise of the agreement to such an investigation and the *sequelae* of the respondent's change of heart which, has hindered his ability to co- parent and have undisturbed contact with his children. The need to weigh and ask which investigation will serve the purpose arose with a counterclaim which now places a counter investigation in the arena. Logically the applicant could only deal with the introduction of the proposition in reply.

[24] Returning to the reports, both experts were briefed with different mandates. Different mandates produce different outcomes. Dr Pretorius was mandated to review and critique the De Vos report and Mariaan De Vos was mandated to report on the application of psychological socio-emotional assessment and how this will relate and would be beneficial in this application. As interesting as both reports were to read the evidentiary weight which can be attributed to them is lost at this stage. Neither Dr Pretorius nor Mariaan De Vos deposed to an affidavit confirming the facts they relied on and the basis for their respective opinions and recommendations. In other words no opinion evidence was tendered under oath.

[25] What however is clear, is that the extent of a forensic investigation and socio-economic assessment differ. While both assessments aim to support the welfare of the child, they serve different purposes and, *inter alia,* adopt different approaches. A socio-emotional assessment is designed to explore and understand the emotional, social and psychological needs of a child. In other words it is an assessment of the child. Whilst a forensic investigation assesses the entire family system and all those who play a role within it. This would now explain the scope of the mandate provided to Dr Roux by both the respondent's attorney in April 2024.

[26] Considering all the evidence, it is inevitable that the new family unit as a whole must be assessed to address how they, as separate units, are going to co-exist to ensure that the children are able to grow and thrive within the new norm. Furthermore the real cause of the children's emotional trauma must be found. The

confusion created by the respondent warrants investigation. The only way to do that is to consider all the members, including the applicant's partner. If not, and as it stands, the applicant's partners name may still remain unmentioned in the respondent's home unless prompted by the children. Nothing on the papers demonstrates that the applicant's partner will not remain part of the new family unit, an investigation into her relationship with the children and the veracity of the allegations must be investigated. Lastly and as previously discussed allegations of parental alienation must be investigated and explored before a final determination in part B is made. A forensic investigation rather than a socio-economic investigation is indicated.

[27] To delay would delay the inevitable and a delay would trigger the finalisation of the determination of primary residency, an issue both parties require and which this Court deems is in the interest to finalise in the interest of the children. Lastly, the Court is aware that the family advocate too can call for such a forensic investigation but, considers any delay an important factor. The facts support the applicant's relief for a forensic investigation and a formalised instruction is required.

CONTEMPT RELIEF

[28] The respondent in her counterclaim seeks contempt relief. Unfortunately, the formulation of the contempt relief is not fully understood and, when read in numerical context is confusing. The contempt relief is sought in the alternative. In prayer 2 and 3 the respondent seeks a declarator coupled with the payment of maintenance of R97,866.01 and calls the applicant's immediate committal of imprisonment for a period of 30 days. In the alternative to prayers 2 and 3 the respondent seeks prayers 4 and 5. In prayer 4, the respondent seeks the applicant's committal for 30 days duly suspended provided the applicant purges his contempt. The committal in prayer 4 is sought absent prayer 2, thus absent a declarator to sustain a basis for such committal. To compound the confusion, in prayer 5, which is not sought in the alternative to prayer 4, the respondent seeks to supplement her papers to seek a committal in the event that the applicant fails to comply with the contempt relief. The confusion was not explained at the hearing, however the respondent's Counsel from the bar, moved for an oral amendment. It was not opposed. The respondent now sought a declarator, coupled with an order that the applicant be ordered to comply

with the terms of the settlement agreement and the terms of prayer 5 [amended contempt relief]. However the apparent absurdity of the amended relief lies in the fact that both the applicant and the respondent have not adhered to the terms of the settlement agreement. This occurred the moment they, *inter partes*, agreed not to comply with the shared residency clause. Furthermore, they both seek an investigation regarding primary residency to remedy such non-compliance. This appears to be an inherent difficulty with the effectiveness of the unqualifies amended contempt relief.

[29] Over and above the inherent difficulty and now considering that the respondent could not, nor did she pursue the payment of the alleged arrear maintenance of R97,866.01, can non-compliance of the settlement agreement be proved to sustain a declarator?

[30] To commence and for the sake of clarity, no matter the objectives of a party seeking contempt relief this is even in the presence of personal interest "*contempt of court is not an issue inter partes; it's an issue between the court and the party who has not complied with a mandatory order of court*".[1]

[31] This point was elaborated by Plasket J in the Victoria Park Ratepayers[2] matter and he expressed the following view in a constitutional text:

> "*It is clear that contempt of court is not merely a mechanism for the enforcement of court orders. The jurisdiction of the Superior Courts to commit recalcitrant litigants for contempt of court when they fail or refuse to obey court orders (own emphasis) has at its heart the very effectiveness and legitimacy of the judicial system … That, in turn, means that the Court called upon to commit such a litigant for his or her contempt is not only dealing with the individual interest of the frustrated successful litigant (own emphasis) but also, as importantly, acting as guardian of the public interest*."

---

[1] ***Federation of Governing Bodies of South African Schools (Gauteng) v MEC for Education, Gauteng*** 2002 (1) SA 660 (T) at 637D-E (Southwood and Basson JJ concurring).
[2] ***Victoria Park Ratepayers' Association*** [2004] 3 SA All 633.

[32] These are not the facts before this Court. The respondent is not a frustrated litigant who has been faced with a recalcitrant applicant who has refused time and time again to honour his maintenance obligations in favour of his children. In fact, the applicant contends that he has not unlawfully and intentionally disobeyed a court order. But that he has paid over the years. No deliberate disregard is demonstrated and even if it has, this is not enough, since the non-complier, the applicant, in this case, may generally, albeit mistakenly, believe him or herself entitled to act in the way claimed to constitute the contempt. According to Cameron JA sitting in the Supreme Court of Appeal,[3] in such a case of good faith, it avoids the infraction. Even a refusal to comply that is objectively unreasonable may be *bona fide* (though unreasonableness could evidence a lack of good faith). In other words, an honest belief that the non-compliance is justified or proper is incompatible with intent as too the burden. This is exactly what the applicant contends. He contends that he has always paid maintenance and believes the respondent's calculations are not a correct reconciliation of 2021.

[33] Notwithstanding the factual disparity on the papers of the applicant's non-compliance, the consequence of the amendment contempt relief by not claiming the payment of the full amount prayed for but still seeking a declarator was telling, in that the applicant's version that he did not owe the money according to his calculations after thoroughly explaining his response, makes his version plausible. If plausible it cannot just outrightly be rejected as fictitious which renders the requisite onus by the respondent to prove a non-compliance of the settlement agreement difficult to discharge. In turn, any evidentiary burden to disturb a finding of *mala fides* and wilfulness attracted by the respondent, becomes possible.

[34] The Court finds that the respondent did not discharge her onus of non-compliance of the settlement agreement. However, even if this Court is incorrect, the applicant's version is plausible enough to ward off a finding of *mala fide* and wilfulness. The respondent's amended contempt relief fails.

COST OF THE *AU PAIR*

[3] Fakie N.O. v CCII Systems (Pty) Ltd (653/04) [2006] ZASCA 52; 2006 (4) SA 326 (SCA) (31 March 2006).

[35] The respondent seeks to amend the settlement agreement by adding a clause 3.1.7. The proposed 3.1.7 is to create an obligation that the applicant is to pay for the costs of an *au pair* for the children after 2023.

[36] The relief sought is not based on the payment of an alleged settled expense the parties reached by agreement, nor that such an obligation could, by agreement, be recorded in the settlement agreement. The respondent pleaded the terms of an oral agreement and claims a contractual remedy for its breach, namely specific performance in circumstances when an agreement to vary the settlement is not pleaded. A novel but incompetent approach. Both the consensus in respect of the conclusion of the oral agreement and, that such obligation can be recorded in the settlement agreement by its addition, is in dispute. The relief sought is not underscored by the pleaded facts. Specific performance is not sought to remedy the default of an existing term, namely payment of the au pair's salary already incurred by the respondent as a result of an existing material term. The remedy sought is to establish a future obligation. In the absence of such a pleaded term to vary the settlement on that basis based on contract, as pleaded, the relief must fail. This is without this Court having to have resolve to the dispute of facts on the papers regarding the conclusion of the agreement in the first place.

[37] In consequences the Part A must succeed and the counter claim dismissed. There was no argument that costs should not follow the result. Both parties seek punitive costs but notwithstanding the submissions relied on, this Court in exercising its discretion is not persuaded that such award should be considered.

[38] Having regard to all of the facts the following order:

1. The Respondent is granted condonation for the late filing of her answering affidavit.

2. Dr Roux is appointed to conduct a forensic investigation into the best interests of G[...] J[...] N[...] and P[...] N[...] the [minor children] regarding primary residence, care and contact as well as future therapeutic intervention

in respect of the minor children and the parties and to provide this Court with written recommendations including:

2.1 the extent and nature of the relationship between the minor children and both Dr C[...] and N[...].

2.2 assessing and recommending primary care and residence of the minor children.

2.3 investigating and reporting on the allegations of parental alienation raised by both Drs C[...] and N[...].

2.4 the nature and extent of the relationship between the minor children and Dr N[...]'s life partner.

2.5 the nature and extent of the relationship between the minor children and Dr C[...]'s life partner.

3. The parties are equally liable for the costs of the forensic investigation.

4. A parenting co-ordinator is to be appointed within 7 (seven) days of the date of this order:

4.1 To finalize the contact schedule in respect of the remainder of 2024;

4.2 To finalize the contact schedule in respect of 2025 and beyond, if it becomes necessary to do so; and

4.3 To resolve disputes that may arise from the parties' exercise of their parental responsibilities and rights relating to the care and contact with the children.

5. That in the event the parties are unable to agree to the nomination of a parenting co-ordinator within 3 (three) days of date of this order, that the

chairperson of the Pretoria Society of Advocates nominate the parenting co-ordinator, which nomination the parties are bound to accept.

6. That the parenting co-ordinator shall continue to act in this role until removed by an order of court.

7. That the costs of the parenting co-ordinator including sessions with him/her shall be borne equally by the parties, unless otherwise directed by the parenting co-ordinator.

8. In the event of the respondent and/or applicant failing to participate in any facilitation/mediation or other process as required by the parenting co-ordinator, despite having been requested on reasonable notice to do so by the parenting co-ordinator, then and in such an event the parenting co-ordinator shall be entitled to make a directive which shall be binding until a court of competent jurisdiction may on application of either party direct otherwise.

9. Recommendations and decisions of the parenting co-ordinator shall, where requested by either party, be made in writing, duly supported by reasons therefore.

10. If Court proceedings ensue, whether prior to or after the parenting co-ordinator's recommendation/s are made, the evidence available to the parenting co-ordinator or any document so tabled, including relevant documentation in the possession of the parenting co-ordinator, including from past and present medical practitioners or mental health professionals, the decision/s and/or recommendation/s and reasons therefore of the medical practitioners or mental health professionals or other professional shall be admissible in such court proceedings.

11. Pending the finalization of the contact schedule by the parenting co-ordinator, the contact schedule appended hereto as annexure A shall be the contact schedule to be implemented by the parties. The applicant shall exercise his rights of contact as per the contact schedule.

12. The Respondent's counterclaim is dismissed.

13. Part B of the application is postponed *sine die*.

14. The Respondent is to the pay the costs of part A of the application and the costs associated with the Respondent's counterclaim on a party and party scale, including the cost of 2 (two) Counsel where so employed, taxed on Scale C.

L.A. RETIEF
Judge of the High Court Gauteng Division

Appearances:

For the Applicant: ML Haskins SC Cell: 083 610 1060
Email: haskins@lawcircle.co.za

Adv G. Kyriazis Cell: 083 496 5275
Email: gina@lawcircle.co.za

Instructed by attorneys: Phillip Venter Attorneys
Tel: 086 100 7669
Email: phillip@pvlaw.co.za Ref: P Venter/nag/0002/FM

For the Respondent Adv L Van Der Westhuizen Cell: 082 636 9121

Instructed by attorneys: Steenkamp Van Niekerk Incorporated
Tel: (012) 882 0976
Email: pieter@svnincorporated.co.za Ref: PJ Steenkamp/sc/3900

Date of hearing: 13 March 2025
Date of judgment: 24 March 2025