

SOUTH AFRICA / JUDGMENT

Bapoo v Naidu (08023/2017) [2017] ZAGPJHC 248 (11 August 2017)

[2017] ZAGPJHC 248

COURT

South Gauteng High Court, Johannesburg

BEFORE

Cambanis

CASE / FILE NUMBER

08023/2017

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REPUBLIC

OF SOUTH AFRICA

IN

THE HIGH COURT OF SOUTH AFRICA

(GAUTENG

LOCAL DIVISION, JOHANNESBURG)

CASE

NO: 08023/2017

Not reportable

Not of interest to other

judges

Revised.

11/8/2017

In

the matter between:

BAPOO:

ISHENDRA

(PDS

No.

214289451) Applicant

and

NAIDU:

NAVARANI Respondent

JUDGMENT

CAMBANIS AJ:

[1] Applicant, Mr Bapoo, makes application for an order compelling the Respondent to comply with the provisions of the Agreement of Settlement made an order of the above Honourable Court in the decree of divorce granted on 15 July 2011 under case number

2010/50994.

[2] Applicant further applied that no one be permitted to use his property while still in Respondent's possession.

[3] The applicant applied for an order that Respondent may not use any person to violate his right to access to the Courts.

[4] He further applied that Respondent may not violate his right to privacy.

[5] Respondent opposed the application.

[6] At the hearing of the matter, Applicant stated that his difficulty lay in enforcing paragraph 3.1.3 of the aforesaid Settlement

Agreement. It had been agreed between the parties that the immovable property situated at 38 Ramorame Ave, Elleen, and Kempton Park be sold.

[7] Applicant's difficulty was that subsequent to his agreement he was imprisoned and therefore unable to himself physically attend to enforcing the sale of the property. Due to his circumstances he was forced to rely on his representative to assist him.

[8] Both parties had attempted to settle the matter. The settlement negotiations broke down when the Respondent on her version was abused by Applicant's representation and she therefore refused to have further dealings with the abuser.

[9] During the hearing, both parties the Applicant and the Respondent agreed that Respondent must comply with the agreement to sell the property. Both parties also agreed to Applicant's new representation dealing with the Respondent. And so the matter resolved itself. Prayers 2, 3 and 4 are no longer applicable.

[10] I accordingly make the following order.

(a) Respondent is compelled to comply with the provisions the Agreement of Settlement in terms of the decree of divorce granted on the 15 July 2011 under case number 2010/50994.

(b) Respondent is to pay the costs of necessary photocopies and delivery of pleadings.

JUDGE OF THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION

JOHANNESBURG

Applicant:

In person

Respondent: In person

Date of Hearing: 2 August 2017

Date of Judgment: 11 August 2017

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Prepared on 9 October 2026 · Esheria