

SOUTH AFRICA / JUDGMENT

Paruk N.O and Others v Commercial Properties (Pty) Ltd (10679/2012) [2018] ZAKZDHC 54 (11 October 2018) [2018] ZAKZDHC 54

COURT
Kwazulu-Natal High Court, Durban

BEFORE
Mngadi

CASE / FILE NUMBER
10679/2012

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IN

THE HIGH COURT OF SOUTH AFRICA

KWAZULU-NATAL

LOCAL DIVISION, DURBAN

Case

No: 10679/2012

In

the matter between:

YAKUB
EBRAHIM PARUK N.O
1st PLAINTIFF
YUSUF
MAHOMED PARUK N.O.
2nd PLAINTIFF
ISMAIL
ESSOP PARUK N.O
3rd
PLAINTIFF
SULEMAN
EBRAHIM LOCKHAT N.O.
4th
PLAINTIFF

and
THE
COMMERCIAL PROPERTIES (PTY) LTD
DEFENDANT

JUDGMENT

Delivered on: 11 October 2018

MNGADI, J

- [1] The applicants, in the main application, seek an order for leave to intervene, alternatively, for joinder as plaintiffs in the action and, if granted, amendment of the particulars of claim. The application is opposed by the defendant. In turn, the defendant applies for an order interdicting and restraining the attorneys Woodhead Bigby Incorporated from acting for those who sought to be joined or to be granted leave to intervene until it has satisfied the court that it is authorized so to act in accordance with Rule 7(1). In addition, the defendant seeks an order striking out of two affidavits submitted by the wives, in support on the mental capacity to litigate, of the two of those to be joined or to be granted leave to intervene. The latter applications by the defendant are opposed.
- [2] Yakub Ebrahim Yakub ('Yakub') deposed to the founding affidavit to the main application. He states that he is the first plaintiff in the action in his capacity as co executor of the Estate Late Esmail Paruk ('E M Paruk'). He states that he is authorized to depose to this affidavit and to bring this application on behalf of himself, his co plaintiffs as well as the proposed additional plaintiffs foreshadowed by the Notice of Motion to which the affidavit is annexed. He states that the second, the third plaintiff and himself seek an order authorizing the intervention, alternatively, joinder as co plaintiffs of the additional plaintiffs foreshadowed by the notice of motion.
- [3] Yakub states that he and his coplaintiffs instituted the action against the defendant for, inter alia, as a main relief; the declaration of the existence of a partnership relationship or joint venture relationship with the defendant; the vindication of certain properties and an accounting and payment consequent thereupon. He states that the benefits they seek to achieve through the action are intended for the ultimate benefit of the heirs and beneficiaries of Estate Late E M Paruk and Estate Late Mamoojee Mahomed Paruk (M M Paruk) including the beneficiaries of Esmail Mahomed Paruk Will Trust and the Mamoojee Mahomed Paruk Testamentary Trust. He states that the defendant has defended the action and, inter alia, disputed that they are vested with the requisite locus standi in judicio to seek the mentioned relief. To avoid the possibility of a delay, in case the claim of locus standi is upheld, the additional plaintiffs seek leave to intervene alternatively, he and the three plaintiffs seek to join the proposed additional plaintiffs to the action.

- [4] Yakub states that the proposed 64 additional coplaintiffs named and listed in the annexure to his affidavit are:
- (a) the trustees of the Esmail Mahomed Paruk Will Trust who are the second and third plaintiffs and;
 - (b) himself in his capacity as trustee of the Mamoojee Mahomed Paruk Testamentary Trust;
 - (c) the surviving heirs and beneficiaries of the Estate Late E. M. Paruk and Estate Late M M Paruk; (d) the beneficiaries of the Esmail Mahomed Parulk Will Trust and the Mamoojee Paruk Testamentary Trust. He states that all of the additional plaintiffs have a direct and substantial interest in the relief sought in the action which is designed to secure benefits in their interest. He states that all the persons who seek to intervene or to be joined as co plaintiffs have confirmed their willingness to do so and their support for the main application and have designated Woodhead Bigby Incorporated as their attorneys of record. Yakub refers to the application to amend the particulars of claim consequent to the main application which set out the manner in which the particulars of claim will be amended once the main application has been granted. The proposed amendment sets out the name and capacity of each additional plaintiff as well as the amendment to the cause of action.
- [5] The amendment to the cause of action seeks to introduce an alternative claim to the effect that, if it is found that the partnership/joint venture terminated upon the death of the late E M Paruk alternatively A M Lockhat, the defendant became liable to account for the profits and assets of the partnership/joint venture but has not done so and remains in possession of all the assets. He states that the fundamental basis of the claim including the relief remains the same. He states that the partnership/joint venture assets known as Sea Cow Properties that remain registered in the name of the defendant are the following:
- 1) Sub [...] of C of 2 and is now known as remainder of Erf [...] Newlands in extent 6, 609 hectares held under Deed of Transfer No. [...]
 - 2) Sub [...] of C of 2 and is now known as remainder of Erf [...] Newlands in extent 11, 083 hectares and is held under Certificate of Registered Title No. [...].
 - 3) Sub [...] of C of 2 and is now known as remainder of Erf [...] Newlands in extent 8, 3304 hectares and is held under Certificate of Registered Title No. [...].
 - 4) Sub [...] of C of 2 and is now known as remainder of Erf [...] Newlands in extent 8, 0311 hectares and is held under Certificate of Registered Title No. [...].
 - 5) Sub [...] of C of 2 and is now known as remainder of Erf [...] Newlands in extent 15, 6822 hectares and is held under Deed of Transfer No. [...].
 - 6) The remainder of Portion 6 of Erf [...] Newlands in extent 3,4910hectares and is held under Certificate of Registered Title No. [...].

- 7) The remainder of Portion 7 of Erf [...] Newlands in extent 4, 7057 hectares held under Certificate of Registered Title No. [...] .
- 8) The remainder of Portion 9 of Erf [...] Newlands in extent 1834 square meters held under Deed of Transfer No. [...].
- 9) The remainder of Portion 13 of Erf [...] Newlands in extent 1, 3965 hectares held under Certificate of Registered Title No. [...].
- (6) The background to the main application and the action is, according to the plaintiffs, the following. The existing plaintiffs are the executors of the Estates Late E M Paruk and M M Paruk. The proposed additional plaintiffs are the trustees of the EM Paruk Will Trust and the M M Paruk Testamentary Trust, as well as the surviving heirs and beneficiaries of the Estates Late and Trusts. The issues arose as a result of an agreement concluded during or about 1924 between the late E M Paruk and A M Lockhat. They agreed to jointly purchase immovable properties for subdivision, development and resell at a profit. The properties to be held or registered in the name of a company which administered the partnership or joint venture. The company was the defendant and A M Lockhat was the sole director and registered shareholder. In December 1942 E M Paruk and A M Lockhat died within three days of each other. On 21 August 1953 M M Paruk was granted 12.5 per cent share and E M Paruk's share correspondingly reduced to 37.5 per cent. On 24 June 1960 MM Paruk died. On 21 October 1974 the heirs and beneficiaries of the Estate Late Lockhat or shareholders of the defendant acknowledged by a written agreement that 50 per cent of the partnership was attributable to the Estates Late E M Paruk and M M Paruk. The profits generated from operations were shared proportionately. On 13 January 2012 the defendant refused to acknowledge the existence of the partnership/joint venture including the rendering of an account and distribution of profits. All along the defendant had acknowledged the existence of the partnership including recognition thereof in its financial statements.
- [7] The defendant based its opposition on procedural grounds on the one leg and secondly on merits. It submitted that an application by existing plaintiffs to join others as coplaintiffs is unheard of and it is irregular; that in essence, there is no application before court instituted by the additional plaintiffs; there is no provision that one plaintiff can join another party to be a new plaintiff; a new plaintiff can only join on its own initiative and by its own action by applying for leave to intervene and the additional plaintiffs should have brought the application themselves

in their own name. The existing plaintiffs, it is argued, are not authorized to and are not permitted to bring such an application. Further, submits the defendant, the sought amendment shall result in confusing particulars of claim that are vague and embarrassing and do not establish a triable issue. In that it is vaguely claimed that the partnership reconstituted a number of times over a number of years after the death of the original partners without any details of who agreed to form the partnership and what were the terms of the agreement whereas Rule 18 (4) provides that every pleading shall contain a clear and concise statement of the material facts

upon which the pleader relies for his claim with sufficient particularity to enable the opposite party to reply thereto. Rule 18(6) provides that a party who in his pleading relies upon a contract shall state whether the contract is written or oral and when, where and by whom it was concluded, and if the contract is written a true copy thereof or of the part relied on in the pleading shall be annexed to the pleading. Secondly, the defendant submits, the claim sought to be introduced is excipiable in that such a partnership/joint venture would have been formed in a manner that is legally impossible since ownership is not transferred in manner reminiscent of a kind of universal succession which is not part of our law. Partnership terminates, it is argued, on the death of one of the partners. The existing plaintiffs, therefore, as executors, it is argued, do not have the capacity to conduct an enterprise whether as a partnership or joint venture, their role is simple to liquidate and distribute the assets. The conditional causes of action, it is argued, is contrived and not supported by evidence. Lastly, the defendant submits the alleged claim by the additional plaintiffs has prescribed and that an amendment will not be allowed if it introduces a clearly prescribed claim. The obligation to render an account and to pay profits give rise to personal rights which prescribe after three years as envisaged in s10 of the Prescription Act 68 of 1969 since it is claimed that defendant repudiated whatever agreement existed in relation to Newlands Partnership since 1 March 2006, which means whatever claims may have existed, have prescribed.

Authority of the attorneys

- [8] Yakub, in the founding affidavit, states that he is authorized to bring the application on behalf of the proposed additional plaintiffs. Further, he states that the proposed additional coplaintiffs seek leave to intervene, alternatively, he states: 'we seek to join the proposed additional coplaintiffs as parties to the action.' He states that all the persons who seek leave to intervene, alternatively, to be joined as coplaintiffs have confirmed their willingness to do so and their support for the launch of this application. He states that the proposed coplaintiffs have designated our attorneys of record, namely; Woodhead Bigby Incorporated as their attorneys of record. The defendant, on receipt of the application, issued Rule 7(1) notice wherein it stated that it challenges the authority of Woodhead Bigby Incorporated to act on behalf of the proposed additional plaintiffs and that firm was being called upon to produce its power of attorney to act on behalf of the aforesaid parties.
- [9] The reply to Rule 7(1) notice stated: 'the persons, inter alia, on the attached signed Powers of Attorney have been signed in favour of the plaintiffs to represent them in these proceedings and which they seek to join. In as much as there is no challenge to the right of the attorneys of record to represent the plaintiffs, the specimen copies of the power of attorney annexed and all the remaining powers are available for filling'. The powers of attorney by the proposed additional plaintiffs stated that the proposed additional plaintiffs had appointed the first, second and third plaintiffs in their capacities as executors and/or trustees of the estate late ...'with power of substitution to prosecute in his own name and on my behalf any claim that I may have arising out of any benefit claim or asset devolving upon me...'

[10] In my view, despite Yakub 's assertion in the answering affidavit on the authority to act application stating: 'Rule 7 (1) notice challenges on the authority of Woodhead Bigby Inc., but in spite of that, and in spite of me not purporting to litigate as an agent, the application also seeks declaratory and interdictory relief against me from acting as an agent for purposes of litigation', in my view, the total effect is that the first, second and third plaintiffs brought the main application in their own names as agents of the proposed additional plaintiffs and Woodhead Bigby Inc. acted as their attorneys to assist them to carry out the mandate of their principals who are the proposed additional plaintiffs. Although the averments by Yakub may be capable of other constructions, but in my view, there are reasonably capable of a construction that the proposed additional plaintiffs appointed the three existing plaintiffs to as their agents with a mandate to bring the main application. The three plaintiffs instead of bringing the main application in the name of the proposed additional plaintiffs decided to bring it in their own names as agents of the proposed additional plaintiffs and, for that purpose, appointed Woodhead Bigby Inc. to assist them. Therefore, the Rule 7(1) notice requiring from Woodhead Bigby Inc. to produce proof of authority to act on behalf of the proposed additional plaintiffs was misdirected. Consequently, the application to interdict and restrain Woodhead Bigby Inc. to act for the proposed additional plaintiffs falls to be dismissed. Similarly, the application to strike out the two affidavits purporting to bolster the mental capacity to institute legal proceedings of the two of the proposed additional plaintiffs falls to be dismissed at this stage because the main application is brought by the existing plaintiffs as agents of the proposed additional plaintiffs. The striking out application was directed at the mental capacity to instruct Woodhead Bigby Inc in the matter which at this state is not the issue. There was no challenge of the mental capacity of the two proposed additional plaintiffs to appoint agents in general.

[11] Another question, based on the construction of the averments in Yakub's founding affidavit, is whether the existing plaintiffs could apply in their own right for additional plaintiffs to be granted leave to intervene or joined as plaintiffs. Rule 10 (1) provides ' that, any number of persons, each of whom has a claim, whether jointly and severally , separately or in the alternative , may join as plaintiffs in one action against the same defendant or defendants against who! any one or more of such persons proposing to join as plaintiffs would , if he brought a separate action, be entitled to bring such action, provided that the right to relief of the persons proposing to join as plaintiffs depends upon the determination of substantially the same question of law or fact which, if separate actions were instituted , would arise on such action, and provided that there may be joinder conditionally upon the claim of any other plaintiff failing' . The Rule states clearly that a person applying for joinder must have a claim. The existing plaintiffs are not persons who have a claim for purposes of Rule 10(1) and therefore, they cannot, in their own right, apply that the proposed additional plaintiffs be granted leave to intervene or be joined in the action.

[12] The next question is whether the existing plaintiffs in their own name, acting as authorized agents of the proposed additional plaintiffs, could bring the main application. The first requirement is that it must be established that the additional plaintiffs have a claim against the defendant. In *Gravett N.O. v Van der Merwe* 1996

(1) SA 531 D at 537G it was stated that is trite law that a plaintiff cannot sue in his name on behalf of either a disclosed or undisclosed

principal. The court referred to *Waikiwi Shipping Co Limited v Thomas Barlow and Sons (Natal) Ltd and Another* 1978 (1) SA 671 (A) at 680D; *Sentrakoop Handelaars Bpk v Lourens and Another* 1991

(3) SA 540Wat 544A. The judgement in *Waikiwi* was based on cession. In *Sentrakoop* it was held 'both in principle and on the authorities, it is not proper for an agent to sue as representing his principal but suing in his own (agent's) where the claim being enforced is that of the principal and the principal is the true plaintiff. This does not apply where the agent has the right to sue in his own name as is the case where he has contracted on behalf of an undisclosed principal and sues on the relevant contract'. Further, in *Sentrakoop* at 544H, it was held: 'in none of the cases that I have cited, save for the case of *Clark*, can I therefore find any support for the suggestion that a normal agent may sue in his own name on behalf of a principal whether the agent declares that he is so acting or does not disclose such fact. The high watermark of pronouncements in favour of such a right existing are statements that such procedure may be defective but the defect in procedure is not so great as to make it impossible to remedy the defect by substituting the correct person as plaintiff.'

[13] In casu, the existing plaintiffs have set out the proposed amendment to the particulars of claim. It includes specifically citing each of the additional plaintiffs as a plaintiff in the action. There is no question of the existing plaintiffs suing on behalf of the additional plaintiffs. There is no court Rule that stipulates that no proceedings may be brought by an agent in his own name on behalf of his principal. One should be careful not to elevate form over substance. In this case, unlike in the cases holding to the contrary, the existing plaintiffs in these proceedings are not claiming on behalf of the proposed additional plaintiffs but they seek an order that the proposed additional plaintiffs be allowed to join the action as plaintiffs to enable them to prosecute their own claims. The main application is an intermediate application to facilitate litigation in the action. It is a procedural step not seeking to determine substantive rights. It is far from exerting rights in the action. The existing plaintiffs in their representative capacities protect the interest of the additional plaintiffs. If they show that the proposed additional plaintiffs have claims against the defendant, they are parties engaged in the substantially the same dispute, are in my view, in a position to launch the main application if so authorized by the proposed additional plaintiffs, whether they do so in their name or the names of the proposed additional plaintiffs is neither here nor there. In my view, the cases referred to are distinguishable on the facts. See *Eskom v Soweto Town Council* 1992(2) SA 703 (W)

- [14] Rule 12 provides that any person entitled to join as a plaintiff or liable to be joined as defendant, may on notice to all parties at any stage of the proceedings apply for leave to intervene as a plaintiff or a defendant. The Rule refers to 'a person entitled to join as a plaintiff and at any stage of the proceedings apply....'. It suggests that it must be a person who intends to intervene that apply. However, the rule may not be interpreted to mean that such a person may not do so through an agent. In view of the interlocutory nature of the application, in that the agent will be applying that his principal applies to be granted leave to intervene or to join as plaintiff, the question that the agent is litigating in his own name does not arise. In conclusion, if the main application is viewed, as it must be so viewed, as an application by an agent in his own name on behalf of his principal for the principal to be granted leave to intervene or joined in the action, it is procedurally correct.

Application to amend

- [15] A party is not entitled to amend its pleadings as of right, but it must, where there has been an objection, obtain leave of the court. The court will have regard to the content of what is sought to be introduced by the way of the amendment and will exercise its discretion against the granting of the leave to amend, if what is sought to be introduced is legally unsound or otherwise fails to introduce a triable issue. See *Trans Drakensberg Bank Ltd v Combined Engineering (Pty) Ltd* 1967 (3) SA 632 (D); *Caxton Ltd v Reeca Foreman (Pty) Ltd* 1999 (3) SA 547 (A) at 565HJ.
- [16] Apart from objecting to the proposed amendment on merit, the defendant objected that the Registrar of Deeds is not sought to be joined although the issues relate to the immovable properties. Further, that the executors of Estate Late Lokchat and shareholders of the defendant are not sought to be joined. As a result, it is argued, the application is fatally flawed based on material nonjoinder. The existing plaintiffs state that no relief is sought against the Registrar of Deeds in that they do not seek any order of performance by the Registrar of Deeds. They state that no relief is sought against the Estate Late AM Lockhat and therefore the joinder of the Executors of the Estate Late AM Lockhat is accordingly unnecessary. In my view, sight should not be lost of the limited purpose of the application, which is to join to the action against defendant the proposed additional plaintiffs as well as their claim. Even if there is a nonjoinder as claimed by the defendant it is, in my view, not fatal to the application and does not constitute a bar to the relief sought in the intermediate application.
- [17] The defendant objects to the proposed amendment in that it seeks to introduce a claim that has prescribed. It states that an obligation to render an account and an obligation to pay profits each correlate to a corresponding right to receive an accounting or to receive a share of profits, these are personal rights that are debts within the meaning of s 10 of the Prescription Act 68 of 1969. Since the defendant is alleged to have repudiated whatever agreement existed since 1 March 2006, the right to receive a share of the profits was extinguished by prescription no later than 1 March

2009. I am unable, at this stage, to say the proposed claim has clearly prescribed. The nature of the claim needs to be determined first. The plaintiffs aver that the formation of the partnership/joint venture is not disputed. Its continued existence prior to the denial of its further existence was acknowledged including in the official financial statements of the defendant. There is no claim that prior to the objection to its further existence, there was an account for profits and distribution of assets. It is claimed that all along it was the defendant who administered the partnership business and was in control of the assets and it remains in control of the partnership business and possession of the assets. It is the duty of the surviving partner to liquidate the partnership and it endures until it is liquidated. The defendant in its plea, denied that the existing plaintiffs have any entitlement to the relief sought; denied averments in all aspects relating to the conclusion of the partnership/joint venture agreement; including the contents thereof, the subject properties and the alleged parties to the agreement. However, the defendant admitted paying towards the purchase consideration of certain properties and the registration of certain properties in its name. It stated that the composition of the 'Sea Cow Lake' properties for any purpose is unclear and is in dispute. Further, the defendant admits referring to the partnership in its Annual Financial Statements. The defendant does not plead that the partnership/joint venture was formed and subsequently terminated. The refusal of further existence of a partnership is not equivalent to a refusal to render an account. Generally, in principle, where there is a right, there is a remedy. The assertion is that the defendant, as a surviving partner obliged to liquidate the partnership, has never done so, to the prejudice of the interested persons. The additional plaintiffs assert, relying on *Makate v Vodacom (Pty) Ltd* 2016 (4) SA 121 (CC), that their claim is vindicatory in nature and has not prescribed. See *Absa Bank Ltd v Keet* 2015
- (4) SA 474(SCA) at par 25. 94. In *Cordier v Cordier* 1984(4) SA 524 (C) it was held that an amendment will be granted if it appears to the court that it is only possible and not definite that prescription is the full answer to the plaintiffs claim.
- [18] In *Cilliers et al The Civil Practice of the High Court's*, 5th ed Vol 1 at 207/240 it is stated that although there is a distinct difference between a claim of joinder as of right and an application for leave to intervene, the two matters are closely linked. Principles relating to the right of third parties to join as plaintiffs have been established, less so, is the position relating to leave to intervene. In the latter case, the court has a discretion although the authoritative limit of the discretion has not been set out. In *Victorakis v Wolf* 1973 (3) SA 928(W) it was held that the right of the person seeking leave to intervene as plaintiff or as an applicant is dependent upon the determination of substantially the same question of law or fact. At the stage of an application for leave to intervene the court need not be

overconcerned with the intrinsic merits of the dispute which can be fully canvassed in the main proceedings, it is sufficient for the party seeking leave to intervene to rely on allegations which, if they can be proved in the main action, would entitle him to succeed. An applicant will not be refused leave to intervene in order to defend his interest merely because the court considers that the legal grounds upon which those interest are assailed are bad for there is always the possibility of an appeal against the courts judgement. See *Marais v Pongola Sugar Milling Co Ltd* 1961

(2) SA 698 (N) at 702AB

[19] The additional plaintiffs rely on the same factual grounds as those of the existing plaintiffs. The defendant's challenge is mainly founded on legal conclusions. The challenge to the additional plaintiffs claim is substantially similar to the challenge of the claim of the existing plaintiffs. No exception, at this stage, has successfully been raised against the claim of the existing plaintiffs. It is necessary that the additional plaintiffs, to safeguard their interest, be involved in the litigation. The success of the claim against the defendant is in their interest and the existing plaintiffs are liable to them for maladministration. The factual matrix although complex does not appear to be disputed Its existence over many years being acknowledged, in some form or another, by all interested parties call for a remedy. The parties have had a unique relationship based on trust which has endured close to a century. A partnership contract is founded upon the good faith and character of the partners. A partnership remains in place until liquidated. See *Ferreira v Fouche* 1949 (10 SA 67 (T); *Van der Merwe v Sekretaris van Binnelandse Inkomste* 1977 (1) SA 462 (A) at 472. In casu, the legal conclusions might be complex, and it is not known what the decision of the trial court will be, even that of the ultimate appeal court, if the matter is appealed, once the issues have been fully canvassed.

[20] The additional plaintiffs have a close material interest in the dispute and to let them join at an early stage might bring early finality in the dispute and avoid multiplicity of actions which is to the benefit of all the parties. In my view, it is in the interest of justice that they join as additional plaintiffs or be granted leave to intervene as additional plaintiffs.

[21] The proposed additional plaintiffs might not have established the existence of a selfstanding claim. However, in my view, they have established a right to be joined in the pending action or to be granted leave to intervene. The balance of convenience favours that they be granted leave to intervene. The issues raised by the additional plaintiffs; although their nature and extent is not clear, are the issues similar or closely linked to the issues raised by the existing plaintiffs in the action. It is more appropriate that all those issues be fully canvassed and be determined in the same action. The application seeking to amend falls to be granted.

[22] In the circumstances, I make the following order:

1. The application for a declaratory order, interdicting and restraining Woodhead Bigby Inc. from acting for additional plaintiffs is dismissed, costs to be costs in the main application.

2. The application for striking out the two affidavits is dismissed, costs to be costs in the main application.
3. The main application is granted with costs including costs consequent upon the employment of senior counsel and the following order is made:
 - (i) The trustees of Esmail Mohomed Paruk Will Trust and the Mamoojee Mahomed Paruk Testamentary Trust are granted leave to intervene in the action, alternatively, are joined as plaintiffs in the action as fifth to eight plaintiffs
 - (ii) The heirs and beneficiaries of the Estate Late E M Paruk and E M Paruk Will Trust, and heirs and beneficiaries of the Estate Late M M Paruk and M M Paruk Testamentary Trust are granted leave to intervene, alternatively, are joined in the action as ninth to the seventy third plaintiffs.
 - (iii) The joined plaintiffs are granted leave to amend the particulars of claim in terms of the application to amend.

APPEARANCES

Case Number : 10679/2012

For the Applicants : ADV. D I Gajoo S.C with ADV. GD Goddard S.C

Instructed by : Messrs Woodhead Bigby INC.

DURBAN

For the respondent : ADV.GD Harpur S.C. with ADV. A J Lamplough

Instructed by : Messrs Shakat Karim & Company

Durban

Matter argued on : 14 September 2018

Judgement

delivered on : 10 October 2018

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