

SOUTH AFRICA / JUDGMENT

Velloo v Rama (1154/2018) [2019]

ZAECGHC 90 (17 September 2019)

[2019] ZAECGHC 90

COURT

Eastern Cape High Court, Grahamstown

BEFORE

M Makaula

CASE / FILE NUMBER

1154/2018

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IN

THE HIGH COURT OF SOUTH AFRICA

EASTERN

CAPE DIVISION – GRAHAMSTOWN

Case No:	1154/2018
	In
the matter between:	ROJINI
	VELLOO
	Applicant
	and
	JANESH
	RAMA
	Respondent

JUDGMENT

MAKAULA J:

- [1] This is an application for leave to appeal against my judgment which was handed down on 14 February 2019. In the judgment I upheld an application brought by the respondent evicting the applicant from her premises on the basis that the lease agreement between them had lapsed due to the expiry of the lease period. The applicant brought this application challenging my decision on various grounds. Essentially, the grounds upon which the order is assailed have been pertinently dealt with in my judgment.

- [2] The crux of the grounds of appeal are the oral discussions and negotiations between the respondent's son Avershinn, the respondent and the applicant about the extension of the lease period. According to the applicant the outcome of those negotiations is that a new lease agreement was entered into which was to endue for a further five year period. The applicant argues that I erred in having regard to the written lease agreement in total disregard of the substantial evidence that a new lease agreement had come into effect.
- [3] I, in my judgment, considered and dealt with the issues raised in this application. I found that clauses 15 and 17 of the lease were peremptory in that no variation or waiver may take place without it being reduced to writing and signed by both parties. Clause 17 categorically states that ". . . neither the lessor (nor its agent or servants) have given any warranties or made any statements or representations of any nature whatsoever which are not recorded in this lease". The negotiations relied upon were done during subsistence of the written lease.
- [4] I am therefore of the view that the applicant has failed to make out a case for me to grant the application. No other court may find differently on the merits.
- [5] Consequently, I make the following order.

The application is dismissed with costs.

M MAKAULA

Judge of the High Court

Counsel for Applicant: Adv

SH Cole

Grahamstown

Instructed by: Neville

Borman & Botha

Counsel for Respondent:

Adv S Stretch

Instructed by: Netteltons

Attorneys

Date Heard: 14

June 2019

Date Reserved: 14

June 2019

Date Delivered: 17

September 2019

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