

**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

Case number: 076084/2023

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHERS JUDGES: NO
(3) REVISED
24 July 2024

In the matter between:

MY-CHINA DISCOUNT STORE (PTY) LTD

APPLICANT

And

**ELIZABETH T. MOSESE
RESPONDENT**

FIRST

THE MINISTER OF POLICE

SECOND RESPONDENT

JEFFREY JANUARIE, N.O.

THIRD RESPONDENT

**LUCKY THABETHE, N.O.
RESPONDENT**

FOURTH

**BONIWE PRIMEROSE NTLATI, N.O.
RESPONDENT**

FIFTH

ANNEDEENE BERNADETTE JORDAAN, N.O.

SIXTH RESPONDENT

**LEGO JURIS A/S
RESPONDENT**

SEVENTH

LEGO A/S

EIGHTH RESPONDENT

NATIONAL DIRECTOR OF PUBLIC PROSECUTIONS

NINTH RESPONDENT

**MUHAMMAD MOOLLA STORAGE CC T/A
ALLIED STORAGE SOLUTIONS**

TENTH RESPONDENT

JUDGMENT

MOTHA, J:

Introduction

[1] Following an *ex parte* application before the first respondent, the magistrate, a search and seizure warrant was authorized in terms of s 6 (1) of the Counterfeit Goods Act 37 of 1997 (the Counterfeit Goods Act), on 5 April 2023. With goods in excess of 9500 items seized from its premises at Shop 3[...] M[...] L[...] C[...] in Benoni, the applicant brings an application to set aside the warrant and prays for an order authorizing the return of goods seized from its premises, on 18 April 2023.

The parties

[2] The applicant is My-China Discount Store (Pty) Ltd, a private company with limited liability and incorporated under the laws of South Africa, which retails a very large variety of goods including children's toys, clothes and playthings.

[3] The first respondent is Elizabeth T Mosese, a Senior Magistrate in the Magistrate's Court for the Magisterial District of Benoni, who is cited on the basis that she granted the search and seizure warrant.

[4] The second respondent is the Minister of Police, cited in this application in his representative capacity as the national executive authority of the South African Police Services (SAPS), a police service established in terms of Section 5 of the South African Police Act 68 of 1995.

[5] The third respondent is Jeffrey Januarie, a police official in the employ of the SAPS, and holding the rank of Warrant Officer, stationed at the Directorate of Priority Crime Investigation, Serious Commercial Crime Unit (the DPCI)

[6] The fourth respondent is Lucky Thabethe, a police official in the employ of the SAPS, holding the rank of Lieutenant Colonel stationed at the DPCI offices.

[7] The fifth respondent is Boniwe Primerose Ntlati, a police official in the employ of the SAPS, holding the rank of Warrant Officer, stationed at the DPCI offices.

[8] The six respondent is Annedeene Bernadette Jordaan, a police official in the employment of the SAPS, holding the rank of Lieutenant Colonel, stationed at the DPCI offices

[9] The seventh respondent is Lego Juris A/S, a limited liability company incorporated under the laws of Denmark and part of LEGO business structure known as LEGO Group.

[10] The eight respondent is Lego A/S, a limited liability company incorporated under the laws of Denmark and part of LEGO business structure known as LEGO Group.

[11] The ninth respondent is the National Director of Public Prosecutions, and the head of the National Prosecuting Authority (the NPA) established in terms of Section 179 (1) (a) of the Constitution.

[12] The tenth respondent is Muhammed Moola Storage CC t/a Allied Storage Solutions, a close corporation registered and incorporated in terms of the laws of the Republic of South Africa.

The factual background

[13] On 27 January 2023, Mrs Ilsemarie Greyvenstein, an investigator employed at Summit Protection Services (Pty) Ltd (Summit), purchased from the applicant the following goods:

1 x QMAN 1932-4 "Mine City" building block toy set; and

1 x Enlighten ,1017, "Knights Castle Series" building blocks toy set (test purchase).

[14] This was after Summit had received instructions to conduct a test purchase from Mr. Saunders, a senior associate at the law firm Eversheds Sutherland (SA) Inc (Eversheds), on 23 January 2023. The test purchase was bagged and sealed at Summit and handed over to Eversheds. On 30 January 2023, on Mr. Saunders' instruction Ziyaadh Oumar, a candidate attorney at Eversheds, broke the seal, removed the test purchase and took photographs of the test purchase. Following the reasons stated under paragraphs 8.1 to 8.1.10, Mr. Saunders averred that in his assessment the test purchase were counterfeit goods in terms of Counterfeit Goods Act. He, further, stated that he had received brand identification training from the LEGO Group.¹

[15] On 1 March 2023, the seventh and eight respondents complained against the applicant to the Directorate of Priority Crime Investigations Serious Commercial Crime Unit, Germiston, in terms of Section 3 (1) of the Counterfeit Goods Act. The s 3(1) complaint comprised of the affidavits of Mr. Saunders (the complaint affidavit), Mr. Oumar's and Mrs. Greyvenstein's. Lego urged the third to sixth respondents to apply for a search and seizure warrant authorizing the search of the applicant's premises and the seizure of counterfeit goods bearing Lego's² purported intellectual property rights. On the strength of these affidavits, the third respondent, J.Januarie,

¹ Complainant affidavit para 8.2 (009-13)

² Applicant's heads of argument para 2

applied for a search and seizure warrant in terms of s 6(1) of the Counterfeit Goods Act.

[16] On 5 April 2023, the first respondent heard the *ex parte* application in chambers brought by the third respondent and issued a warrant in terms of which the DPCI members were granted the search and seizure warrant.

[17] Accompanied by Mr. Saunders, the DPCI members arrived at the applicant's premises unannounced for the purposes of executing the search and seizure warrant, on 18 April 2023. Acting on the strength of the warrant, they seized a significant quantity of goods belonging to the applicant. These items were removed from the applicant's premises and stored at the premises of the tenth respondent.

[18] Following the execution of the search warrant, the NPA charged the applicant, the applicant's sole director, Mrs. Louise Margarita Head and Justin Kyle Head. On 17 May 2023, they were served with summons to appear in the Regional Division of Benoni on 26 June 2023 and charged with contravening the provisions of s 2(2)(1)(a) read with s 1, 2 (1)(a) and or 2(1) (c), and or 2 (1) (e), 10, 16, 19 and 20 of the Counterfeit Goods Act.³

[19] On 12 May 2023, Lego instituted a civil action against the applicant in which it sought interdictory and other ancillary relief founded on the trademark act 194 of 1993 (the Trade Marks Act) and the Copyright Act 98 of 1993 (the Copyright Act) and the Counterfeit Goods Act.

[20] On 26 June and 3 July 2023 Mrs. and Mr. Heads appeared in the Benoni Magistrate's Court.

The law

[21] The schematic framework of the Counterfeit Goods Act is captured in the case of *Beyond Platinum (Pty) Ltd v Ellies Electronics*.⁴ Examining the Act, the court said:

³ Founding affidavit para 22

⁴ (Pty) Ltd (73/2020) [2020] ZASCA 154; [2020] HIPR 157 (SCA) (27 November 2020)

“The Act prescribes the procedure to be followed to obtain such a warrant. ‘Protected goods’ in terms of the Act are inter alia defined as ‘goods featuring, bearing, embodying or incorporating the subject matter of an intellectual property right with the authority of the owner of that intellectual property right, or goods to which that subject matter has been applied by that owner or with his or her authority’. The purpose of the Act is to protect against the unlawful application of intellectual property rights and against the release of counterfeit goods into the channels of commerce. ‘Counterfeiting’ is defined in s 1 of the Act. Section 2 makes it an offence to trade in counterfeit goods and to possess them for that purpose. Section 3 provides for the laying of a complaint by a person who has an interest in ‘protected goods’, whether as owner, licensee, importer, exporter or distributor where such person reasonably suspects that an offence referred to in s 2 has been or is being committed or is likely to be committed.

[3] In terms of s 3(1) of the Act, persons identified in the preceding paragraph, may lay a charge with an inspector, who, may include a police official as defined in s 1(1) of the Criminal Procedure Act 51 of 1977, holding the rank of sergeant or a higher rank. The inspector, in turn, in terms of s 4 of the Act, either on the strength of the complaint or the strength of any other information at his or her disposal, if he or she has reason to suspect that an offence contemplated in s 2(2) of the Act has been or is being committed or is likely to be committed, or that an act of dealing in counterfeit goods has taken or is taking place or is likely to take place, has the power of search and seizure set out, fairly extensively, in s 4.”⁵

[22] These powers of search and seizure are only available to the officer following an authorisation by a judge of the high court or a magistrate who has jurisdiction in

⁵ Supra paras 2 and 3

the applicable area in terms of s 6(1) of the Counterfeit Goods Act. Thereafter, the provisions of s 7(2)(a) of the Counterfeit Goods Act read with s 9(1)(a) must be complied with.

[23] Unpacking the meaning of counterfeiting, the court in the matter of *Puma v Rampar Trading*⁶ at paragraph 13 said the following:

“Counterfeiting is defined in s 1 (1) in a somewhat opaque manner but one thing is clear: it is not the same as copyright or trademark infringement- **it requires more** [my emphasis]. This follows from the proviso to this definition, namely that ‘the relevant act of counterfeiting must also have infringed the intellectual property right in question.’”

[24] From this explanation it is clear that not all intellectual property right infringements, for our purposes be it trademark infringement or copyright infringement, amount to counterfeiting.

[25] Further examining the definition of counterfeiting, the court in *Puma* mentions the elements under (a) and (b) as follows:

“[14] The elements of counterfeiting under paragraph (a) of the definition are in logical order: -

i. manufacturing, producing or making of any goods

ii. in the Republic or elsewhere

iii. without the authority of the owner of any IPR

iv. subsisting in the Republic

v. in respect of protected goods

⁶ 2010 ZASCA 149

vi. whereby they are imitated

vii. in such a manner and to such a degree that they are substantially identical copies of the protected goods.

[15] Counterfeiting under para (b), in turn, means: -

i. manufacturing, producing or making, or applying to goods

ii. in the Republic or elsewhere

iii. without the authority of the owner of any IPR

iv. subsisting in the republic

v. in respect of protected goods

vi. the subject matter of that IPR or a colourable imitation

vii. so that the 'infringing' goods are calculated to be confused with or to be taken as being the protected goods of the IPR owner."

[26] The court stated that paragraph (a) of the definition of counterfeiting deals with copyright while paragraph (b) focuses on trademarks. At paragraph 16, the court further elaborated on this distinction and held:

"The words 'substantially identical copies' in para (a) are phrased in copyright terms while the concepts in para (b), 'colorable imitation' and 'calculated to be confused' are cast in traditional trademark terminology."

A brief look at trade marks, for our purposes.

[27] When dealing with intellectual property rights, it must be demonstrated, at least *prima facie*, that one has the right to that intellectual property. With trademarks, it is easy because one can register trademarks, and produce a copy of the certificate or an extract from the trademark's office. It bears mentioning that trade marks protect notional goods not actual goods, as the court stated in *Puma*, when it said:

“Shorn of verbiage para (b) covers any particular class or kind of goods which may bear a registered trade mark, but has not yet been produced or to which it has not yet been applied with the authority of or by the IP owner. In other words, the goods protected by para (b) are not actual goods but notional goods, i.e., goods to which the owner could have applied the trademark. It means that counterfeiting is possible without cloning and the fact that Puma may not have produced a shoe bearing the particular trade mark does not mean that Rampar's shoes could not be counterfeit”⁷

[28] It, accordingly, follows that when dealing with trade mark counterfeiting, one of the elements that must be present is the subject matter of the Intellectual Property Right or a colourable imitation. On the issue of the subject matter, the court said:

“To be ‘the subject matter’ means, as mentioned, that the Rampar mark must be identical to a Puma trade mark. An ‘imitation, ‘in turn, is by definition a copy, and the adjective colourable reinforces the fact that the copy is counterfeit. In other words, the definition says no more than that a counterfeit must be counterfeit. That is why it must be calculated to be confused with or ‘taken as being the registered mark and why it involves deliberate and fraudulent infringement of trademarks”⁸

[29] Therefore, if a mark infringes s 34(1)(a) of Trade Mark Act, it is not enough for a finding that there is counterfeiting. It must be an identical mark or a copy, not a mark that nearly resembles it as to be likely to deceive or cause confusion. Hence the court emphasized, in *Phuma*, that:

⁷ Para 19 of *Puma*

⁸ *Supra* para 23

“This test is not the same as the standard trade mark infringement test of ‘likely to deceive or cause confusion’- but counterfeiting, by its very nature, amounts *a fortiori* to trade mark infringement.”⁹

A brief look at Copyrights, for our purposes

[30] Since this is a technical field, it is apt to refer to the case of *King v South African Weather Services*¹⁰ to understand what copyright is. Describing copyright the court said:

“Copyright is a creature of statute and has to be found within the four corners of a statute, in particular the Copyright Act 98 of 1978. Certain defined works (of which computer programs are one) are eligible for copyright under the Act. This assumes, however, that the work concerned is ‘original’ (s 2(1)) and has been reduced to a material form (s 2(2)). In addition, copyright must have been conferred by virtue of nationality, domicile or residence or as a result of first publication (s 3 and 4). It is accordingly of the utmost importance for a copyright claimant at the outset to identify the work or works which are said to have been infringed by the defendant.

[7] Copyright infringement is (subject to an irrelevant exception) actionable ‘at the suit of the owner of the copyright’ (s 24(1)). It is only actionable at the suit of the author if the author is also the owner.”¹¹

[31] The literary work or artistic work, which is what is of interest to us in this case, should be original. The author or, in the case of a work of joint authorship, any one of the authors at the time the work or a substantial part was made must be a qualified person.

The issues

⁹ Para 24 of Puma

[1] ¹⁰ .(716/07) [2008] ZASCA 143; 2008 BIP 330 (SCA) ; 2009 (3) SA 13 (SCA) ; [2009] 2 All SA 31 (SCA) (27 November 2008)

¹¹ Supra paras 6 and 7

[32] On 2 March 2023, in his affidavit, the third respondent wrote that he received an affidavit of complaint deposed to by Scott Jonathan Saunders in terms of s 3 of the Counterfeit Goods Act. Importantly, he wrote that “having considered the averments in the complaint made under oath” he was reasonably satisfied that Scott Jonathan Saunders was *prima facie* entitled to lay a complaint in terms of s 3 of the Counterfeit Goods Act.

[33] In deciding whether the third respondent, *prima facie*, made out a case which entitled the authorization of the search and seizure warrant, the first respondent of necessity, must have read the three affidavits, namely the complaint affidavit by Scott Jonathan Saunders, Ilisemarie Greyvenstein’s affidavit and Ziyaadh Oumar’s affidavit. These documents were presented to her by the third respondent when he moved the application.

[34] It is, therefore, bizarre that the third respondent sought a search and seizure warrant for copyrights and trade marks in Annexures “A” and “B,” which were never mentioned in the complaint affidavit. The third respondent’s Annexure “A” referred to the following trade marks:

1973/06341 LEGO

1987/07145

2014/05353 Duplo

2020/03477 Friends

2020/02751 Ninjago

2020/02750 Ninjago

[35] Mr. Saunders never mentioned these trademarks in the complaint affidavit. As if that was not enough, the third respondent sought a search and seizure warrant for Registered Copyrights under Annexure “B”, namely:

VA 2-009-703

VA 2-009-706

VA 1-876-291

[36] Again, Mr. Saunders' complaint affidavit made no mention of these Registered copyrights. Besides the questionable adjective "registered" copyright, perhaps they were registered overseas, it is unknown from where he got these trade marks and registered copyrights. What is worse is that the magistrate authorized a warrant for the search and seizure of these trademarks and registered copyrights. It is mind-boggling from where they both (first and third respondents) got these trade marks and registered copyright mentioned under annexures "A" and "B". Inevitably, one asks oneself a rhetorical question whether the first respondent took the trouble to read Mr. Saunders' complaint affidavit or simply followed what the third respondent told her. Under these circumstances, it is difficult to argue with the statement at paragraph 95 of the founding affidavit, viz:

"It is unclear to the applicant how Magistrate Mosese could have issued a warrant relating to trademarks and copyrights which was not before her on the papers... she did not apply her mind."

[37] When confronted by the court on this issue, counsel for the third to sixth respondents submitted that she had no answer save to say she was told that there was a specific team selected for warrants and uses a standard form. In view of what is at stake and that this is a technical field, this falls far too short of what is expected of these officials. Interestingly, counsel for the seventh and eighth respondents conceded, as they did not know how this happened, but submitted that the court could sever the offending trademarks and copyright from the warrant. I am afraid this is at the heart of this matter. This is, particularly, so, if one is mindful of the sanctity of the rights invaded by the warrant. Pronouncing on this issue, the court in *Beyond Platinum* said:

“The remedies contained in the Act are far-reaching and highly invasive. They impact negatively upon constitutionally enshrined rights to privacy, property ownership and fair trial of a suspected trader. It is settled that these provisions should be resorted to only when it is justifiable to do so. That is, when ‘there are reasonable grounds for believing that an act of dealing in counterfeit goods has taken or is taking place’”¹²

[38] Underscoring this point is the matter of *Powell NO And Others v Van Der Merwe NO And Others*¹³ where the court said:

“Our law has a long history of scrutinizing search warrants with rigour and exactitude- indeed, with some technical rigour and exactitude. The common-law rights so protected are now enshrined, subject to reasonable limitation, in s 14 of the Constitution

‘Everyone has the right to privacy, which includes the right not to have-

- (a) their person or their home searched;
- (b) their property searched;
- (c) their possessions seized; or
- (d) the privacy of their communications infringed”¹⁴

[39] The fact that the goods were not seized is cold comfort. On this point alone, this court would be well within its rights to set aside the warrant. Alas, there is more. One of the trademarks mentioned by Saunders’ complaint affidavit at paragraph 5 had expired. The sad saga commences with the heading which reads as follows:

¹² Beyond Platinum para 23

¹³ 2005(5) SA62(SCA)

¹⁴ Supra para 50

“TRADE MARK

5.1 The first Complainant is the owner and registered proprietor of *inter alia*, the following registered, valid and in force trade marks in South Africa, which are registered in terms of the provisions of the Trade Marks Act No.194 of 1993 (the “Trade Marks Act”):

5. 1.1 Trade mark registration no. 1981/01051 “LEGO” in class 28 for:

“Games and playthings; gymnastic in sporting articles (except clothing); ornaments and decorations for Christmas trees; but insofar as insofar as the foregoing do not include toys, parts thereof and accessories therefor”

[40] For our purposes, the important statement to highlight in subparagraph 5.1 is “valid and in force trade marks in South Africa”. To prove, *inter alia*, the registration number and validity of these trade marks, these trademarks were accompanied by trade mark information sheet. When zeroing in on the trade mark registration no 1981/01051, one notices that Expiry Date reads **2021-02-17**. Therefore, when Mr. Januarie appeared before the magistrate on **05-04-2023**, per the stamp on the warrant, this trademark had expired for over two years. At best this was not brought to the attention of the first respondent, nor did she become aware of this discrepancy. At worst the first respondent saw this discrepancy and ignored it. Mindful that this was an *ex parte* application, which call for utmost good faith, it is apt to refer to what was said in *Schlesinger v Schlesinger*¹⁵:

“It appears quite clearly from these authorities that:

- (1) in *ex parte* applications all material facts must be disclosed which might influence a Court in coming to a decision;
- (2) the non-disclosure or suppression of facts need not be wilful or mala fide to incur the penalty of rescission; and

¹⁵ 1979(4)SA 342 (W)

(3) the Court, apprised of the true facts, has a discretion to set or to preserve it.

Although these broad principles appear well-settled, I have not come across an authoritative statement as to when a Court will exercise its discretion in favour of a party who has been remiss in its duty to disclose, rather than to set aside the order obtained by it on incomplete facts”¹⁶

[41] The fact that the mark was subsequently renewed is immaterial. At the time when the first respondent was confronted with these documents, this trademark had expired for more than two years. And, yet a search and seizure warrant for this trademark was authorized. In *casu* the concatenation of evidence more than points to the probability that these affidavits were not perused.

[42] Reading the complaint affidavit in paragraphs 8.1.1 and 8.1.6, one is left with the impression that the LEGO word mark and logo had been applied to the test purchase but not in the way LEGO applies those marks to its products. In short, the complaint was that the applicant was using all three registered trade marks of LEGO, namely the LEGO word mark, LEGO logo and Blank Figurine Mark. This was incorrect. It ought to have been disclosed to the first respondent that Lego’s case was that the three-dimensional Figurines contained in the packaging of the applicant’s goods and the two-dimensional depictions of those Figurines on the packaging itself constitute marks that are identical or confusingly similar to Lego Juris’ three-dimensional Figurine mark. This was misleading.

[43] Focusing on the copyright under 5.4 of the complainant’s affidavit, the magistrate is not told who the author was of the artwork and design (Artistic Work as defined in Copyright Act) appearing on LEGO catalogues and packaging. The court in *Memory Institute SA CC t/a Memory Institute v Hansen and Others*¹⁷ said at paragraph 5:

¹⁶ Supra p349

¹⁷ 2004 (2) SA 630 (SCA)

“The appellant alleged that it held copyright in documents but these have neither been identified nor produced, a novel way of proving copyright. Then Van Vuuren said that he is the author of these documents; later said he is the co-author. He failed to inform anyone of when the works were created...Originality of these phantom works is not alleged (s 2(1)).”

[44] This is the same as in this case, furthermore, the magistrate is not told whether the author is a ‘Qualified Person.’ Section 3(1) of the Copyright Act makes it clear who the Qualified Person must be. It reads:

“copyright shall be conferred by this section on every work, eligible for copyright, of which the author or in the case of a work of joint authorship, anyone of the authors is at the time of the work or a substantial part thereof is made, a qualified person, that is-

(a) in the case of an individual, a person who is a South African citizen or is domiciled or resident in the Republic; or

(b) in the case of a juristic person a body corporate under the laws of the Republic.”

[45] The statement at paragraph 5.6 of the complaint affidavit to the effect that both South Africa and Denmark are signatories to the Berne Convention of Literary and Artistic Works does not help because s 37 of the Act was not complied with. The court in *Memory*, at para 6, held:

“Not able to satisfy the requirements of the Act, counsel pinned his hope on the Berne Convention on Copyright to which South Africa is a signatory, apparently not realizing that accession to the Convention did not in itself make it part of our law...”

[46] In dealing with the trademark infringement and referring to paragraph 5.1 of the complaint, the respondent states at paragraph 92 and 93:

“The photographs shown of the Test Purchases in annexures “E1” and “E2” to the Complaint, at first glance, show the LEGO MINI-FIGURE FIGURINE trade mark or marks confusingly similar thereto, being used in relation to the seized goods. It is not disputed that the Applicant that these goods were not made with the authority of either the Seventh or Eighth Respondent.

Properly considered, it is clear that the Complaint does contain sufficient allegations to establish, at least on a *prima facie* basis, trademark infringement.”

[47] This is a wrong test if one has regard to *Puma* case. This is a standard of trademark infringement but for counterfeiting more is needed. In fact, the court said:

“Reference during argument to the test to be applied to determine the likelihood of deception and confusion, confusing similarity, to passing-off principles, ...how Rampar intended to market the goods was, accordingly, singularly out of place and unhelpful.”¹⁸

[48] Despite this failure to adhere to the test, the magistrate authorized the warrant. The totality of evidence leads to the ineluctable finding that the first respondent failed to apply her mind or exercise her discretion properly or at all when authorizing the search and seizure warrant. Even on the lowest of thresholds, let alone on *prima facie* basis, the facts do not pass muster to justify the authorization of a search and seizure warrant. Therefore, the warrant falls to be set aside.

Costs

[49] It is trite that costs follow the results. I do not see any reason to depart from that well-trodden path. In the result, I make the following order.

¹⁸ Para 24 of *Puma*

Order

1. The warrant issued in chambers by the First Respondent, Magistrate Elizabeth T. Mosese, N.O, in the Magistrate's Court for the Magisterial District of Benoni providing for search of the Applicant's premises at Shop 3[...], M[...] L[...] C[...] corner [...] Avenue and [...] Street, Northmead, Benoni ("the premises") and seizure of goods situated at the premises is hereby set aside;
2. The Third to Sixth Respondents are hereby ordered to return the goods they seized at the Applicant's premises on 18 April 2023, and which are described in the inventory attached to the Notice of Motion as "NOM1" to the Applicant;
3. The Second to Eight Respondents are ordered to pay the costs of this application jointly and severally each paying the other to be absolved, including costs of two council on scale C.

M.P. MOTH

JUDGE OF THE HIGH COURT, PRETORIA

Date of hearing: 02 May 2024

Date of judgment: 24 July 2024

APPEARANCES:

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