

Box 691

IN THE HIGH COURT OF SOUTH AFRICA  
(WESTERN CAPE DIVISION, CAPE TOWN)

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24.3.2023  
Case number: 9141/19

Before: The Honourable Mr Justice Binns-Ward

On: Friday, 24 March 2023

In the matter between:

THE PUBLIC INVESTMENT CORPORATION SOC  
LIMITED

First Plaintiff

THE GOVERNMENT EMPLOYEES PENSION FUND  
("THE GEPP")

Second Plaintiff

and

AYO TECHNOLOGY SOLUTIONS LIMITED

Defendant

2023-04-05

~~DRAFT ORDER~~

By agreement between the parties, it is hereby ordered as follows:

1. The Deed of Settlement annexed and marked "X" is hereby made an order of court.

BY ORDER OF COURT

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA  
WESTERN CAPE DIVISION,  
CAPE TOWN  
Private Bag X9020, Cape Town 8001

*[Signature]*  
THE COURT REGISTRAR

2023-04-05

WCD-008

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA  
WESTERN CAPE DIVISION,  
CAPE TOWN

**DUNSTER ATTORNEYS**

Suite 405, Keerom Street

High Court Box 67

**CAPE TOWN**

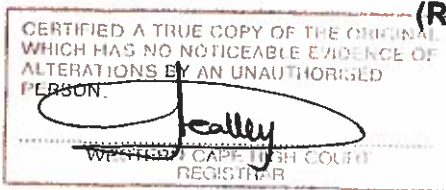
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# SETTLEMENT AGREEMENT

entered into by and between:

## AYO TECHNOLOGY SOLUTIONS LIMITED

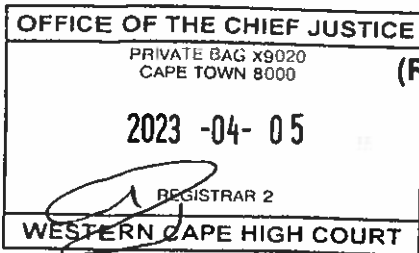


(Registration number: 1996/ 014461/ 06)

(hereinafter referred to as "AYO")

and

## PUBLIC INVESTMENT CORPORATION SOC LIMITED



(Registration number: 2005/ 009094/ 30)

(hereinafter referred to as the "PIC")

and

## THE GOVERNMENT EMPLOYEES PENSION FUND

A pension fund created in terms of the Government Service Pension Act, 1973 and renamed by the Government Employees Pension Law, Proclamation 21 of 1996

(hereinafter referred to as the "GEPF", acting through its authorised representative, the PIC)

(Collectively referred to as "the Parties" and this settlement agreement is hereinafter referred to as the "Agreement")

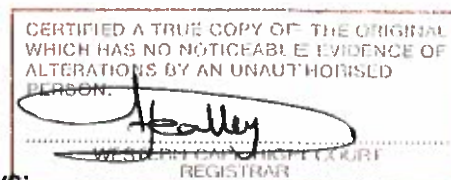
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## 1. PREAMBLE

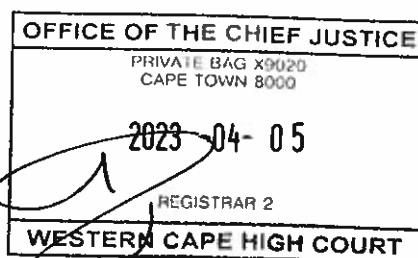
- 1.1. Whereas, the PIC and GEPF (together, "the Plaintiffs") instituted legal proceedings against AYO in the High Court of South Africa, Western Cape Division, Cape Town, under case number 9141/19 ("the Action").
- 1.2. The Parties have reached an agreement of settlement of the Action on the terms set out in this Agreement.

## 2. SETTLEMENT OF PENDING LITIGATION

The Parties settle the dispute between them as follows:



- 2.1. AYO shall repurchase 17 202 756 ordinary shares from the GEPF at a total repurchase consideration of R619 423 100.00 ("the Initial Repurchase").
- 2.2. Consequent on the Initial Repurchase, the GEPF will remain a shareholder of AYO with a minimum stake of 25.01%.
- 2.3. AYO shall make an immediate upfront payment of the aforesaid amount, being R619 423 100.00, into the Plaintiffs' nominated bank account by no later than close of business on 28 March 2023.
- 2.4. Upon receipt of the payment under clause 2.3, the Plaintiffs shall instruct the relevant central securities depository participant to effect the transfer of the Settlement Shares to AYO and shall provide all necessary documents to effect such transfer.



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2.5. After a period of three (3) years from the date of the Initial Repurchase, the GEPF will decide whether to sell up to a further 5% of ordinary shares in issue to AYO (or a portion thereof) ("the further shares"). This will be preceded by an analysis by the PIC being concluded in line with its internal due diligence processes and subject to approval by its internal committee/s. In the event that the GEPF decides to sell the further shares:

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2.5.1. While AYO is listed, AYO undertakes, subject to JSE regulatory approvals, to repurchase the further shares, subject to AYO's liquidity and solvency (as such term is defined in the Companies Act, 2008 ("the Companies Act")). It shall do so at a price that is the higher of: (a) R20 per share; or (b) the prevailing share price (90 day Volume Weighted Average price) at the time the Plaintiffs communicate the decision to sell such further shares to AYO.

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WESTERN CAPE HIGH COURT  
REGISTRAR

OFFICE OF THE CHIEF JUSTICE  
PRIVATE BAG X9020  
CAPE TOWN 8000  
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REGISTRAR 2  
WESTERN CAPE HIGH COURT

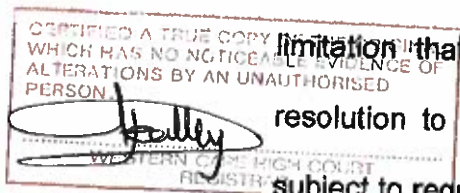
In the alternative, if AYO is delisted at the time that the GEPF decides to sell the further shares, subject to AYO's liquidity and solvency (as such term is defined in the Companies Act) AYO undertakes to purchase those further ordinary shares at a price that is the higher of: (a) R20 per share; or (b) the fair value of the share as determined by an independent expert should the price not be agreed between the GEPF and AYO. The independent expert shall be appointed by agreement of the Parties, or, failing such agreement within 5 days of one Party calling for such agreement, by the chairperson of the board of the South African Institute of Chartered Accounts. Such expert is to have at least 15 years' experience in the valuation of companies.

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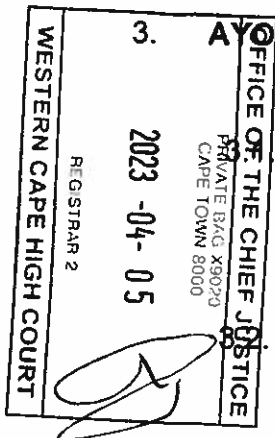
2.6. The provisions of clause 2.5 do not constitute a pre-emptive right for AYO. The GEPF shall be entitled to sell the shares it holds in AYO to any third party on such terms and conditions that PIC may agree with such third party.

2.7. In the event that the GEPF's shareholding in AYO reduces below 25%, the GEPF retains the minority protection rights it is entitled to exercise as at the Signature Date (being the date of the last party signing this Agreement) in terms this Agreement, the MOI of AYO and the Companies Act, subject to the



limitation that the GEPF may not unreasonably withhold approval for a resolution to render financial assistances to the subsidiaries of AYO, and subject to regulatory approvals.

2.8. Each party will pay its own costs in the litigation under case number 9141/19 issued out of the High Court of South Africa, Western Cape Division.





3. AYO BOARD

The GEPF shall, for every 10% (ten per centum) of the shares it holds in AYO, be entitled to nominate 1 (one) director to the board of AYO.

AYO undertakes to do all such things as shall be necessary to procure the appointment of GEPF-nominated directors to the board of AYO.

3.3. The Board of AYO shall be chaired by an independent non-executive chairman.

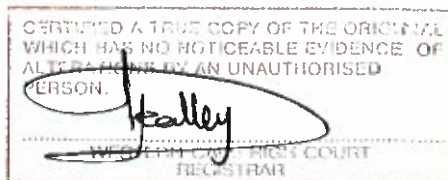
3.4. For as long as GEPF holds no less than 15% (fifteen) percent of the shares in AYO, the chairman of the Board shall be appointed with the approval of GEPF.

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3.5. AYO shall procure that the MOI of AYO is amended to give effect to the provisions of clauses 2.7, 3.1, 3.3 and 3.4 hereof. Such amended MOI shall be filed with the CIPC no later than 3 (three) months from the date of signature of this Agreement.

3.6. AYO shall procure that the other shareholders of AYO shall vote in favour of the relevant resolutions as may be required to give effect to the provisions clauses 2.7, 3.1, 3.3 and 3.4 hereof.

3.7. Failure to:

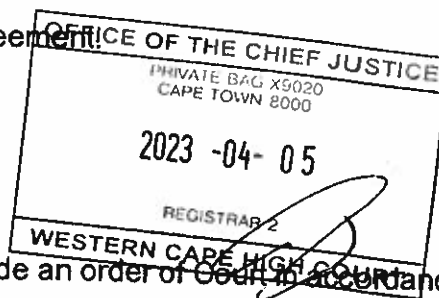


3.7.1. appoint the directors nominated by the GEPF to the board of AYO;

3.7.2. amend the MOI of AYO as contemplated in clause 3.5, and file such amended MOI with the CIPC 3 (three) months from the date of signature of this Agreement,

shall constitute material breach of this Agreement.

4. ORDER OF COURT



The Parties agree that this Agreement is to be made an order of Court in accordance with the draft order attached hereto as Annexure A.

5. AUTHORITY TO ENTER INTO SETTLEMENT

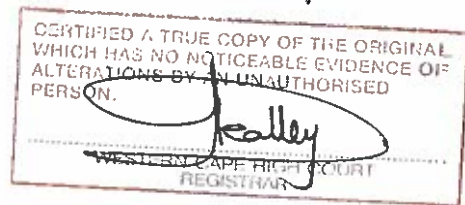
5.1. Each person signing this Agreement in a representative capacity warrants that he or she has full authority to bind his or her principal to this Agreement.

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5.2. AYO hereby warrants that it shall procure the necessary approvals authorising it to enter into this Agreement and to perform its rights and obligations under this Agreement, including the board resolutions contemplated in sections 48(2)(a) and section 48(8)(b) of the Companies Act (to the extent that it finds application).

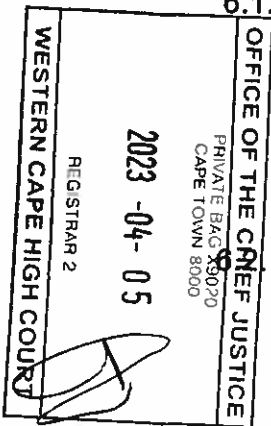
5.3. AYO indemnifies the Plaintiffs, and holds them harmless from any losses of whatsoever nature (including, damages, costs, fines or penalties) which the Plaintiffs may sustain as a result of any breach of the warranty set out in clause 5.2 hereof.

6. FULL AND FINAL SETTLEMENT



6.1. Save for the obligations contained in this Agreement, this Agreement is in full and final settlement of the Action and all and any claims which the Parties may have against each other arising from the subject matter of the Action.

Notwithstanding anything in this Agreement, and for the avoidance of doubt, the Plaintiffs retain the right to pursue any person who might be found criminally liable in relation to the subject matter of the Action.



7. ANTI-DILUTION

7.1. AYO undertakes that it shall not take, nor support, the taking of any steps that would result in the dilution of the GEPP's shareholding in AYO below 25.01% of the total issued share capital of AYO.

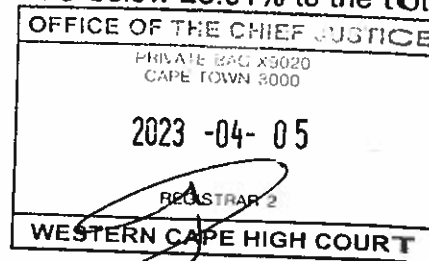
7.2. The Plaintiffs will not provide AYO with further capital, and AYO will not take any steps that would require the Plaintiffs to provide further capital to AYO,

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including, but not limited to, seeking any contribution from AYO or its shareholders that would, but for further capital from the Plaintiffs, cause the dilution of the GEPF's shareholding in AYO below 25.01% to the total issued share capital of AYO.

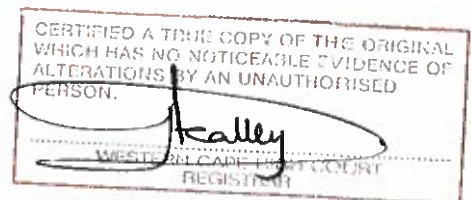
## 8. DELISTING OF AYO SHARES



8.1. The Plaintiffs will not approve of or vote for the delisting of the AYO Shares from the Johannesburg Stock Exchange until 1 year after the anniversary of the Signature Date.

8.2. If a proposal is made to delist the AYO Shares after the 1-year anniversary of the Signature Date, the Plaintiffs shall consider such request and will take such action as the Plaintiffs consider to be appropriate in the circumstances.

## 9. DISCLOSURES AND INDEMNITY



9.1. AYO shall disclose any current or anticipated legal processes, litigation, arbitration, investigations of any nature, including but not limited to investigations by regulatory bodies or law enforcement agencies, in which AYO is, or anticipates it will become, involved, in the Disclosure Schedule.

9.2. The Disclosure Schedule shall be prepared and completed by AYO prior to the Signature Date.

9.3. AYO shall include in the Disclosure Schedule all banking relationships of AYO that have terminated, purported to terminate, or threatened to terminate any banking relationship with it.

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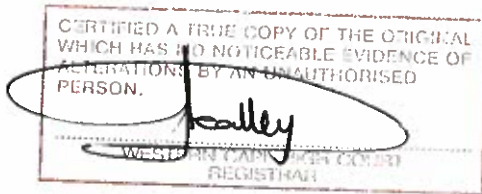
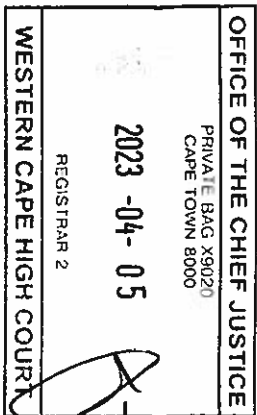
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9.4. AYO indemnifies the Plaintiffs, and holds them harmless from any losses of whatsoever nature (including, damages, costs, fines or penalties) which the Plaintiffs may sustain as a result of any claim or proceeding arising from or related to those matters set out in the Disclosure Schedule or any other claim or proceeding not included in the Disclosure Schedule, howsoever arising.

**10. BREACH**

10.1. Should AYO breach this agreement by failing to make timeous payment in relation to the Initial Repurchase above, the Plaintiffs shall be entitled issue a writ of execution for the full Settlement Amount, plus interest thereon calculated at 10% per annum from the Signature Date to date of payment.

10.2. Should any Party ("the Defaulting Party") commit a breach of any provision of this Agreement and fail to remedy such breach within 7 days of receiving written notice from any other Party ("the Aggrieved Party") requiring the Defaulting Party to do so, the Aggrieved Party shall be entitled to, without prejudice to its other rights in law, claim specific performance of all the Defaulting Party's obligations which are due for performance and, without prejudice to the Aggrieved Party's rights to claim damages, terminate this Agreement.



**11. CONFIDENTIALITY**

11.1. The parties shall issue a joint public statement to the effect that:

11.1.1. This dispute has been resolved.

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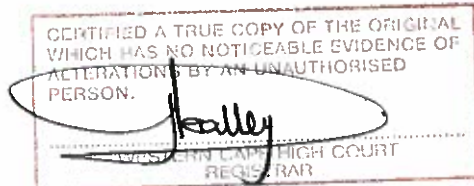
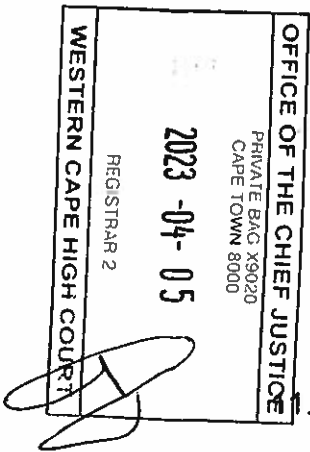
11.1.2. The parties will endeavour to jointly create growth and value in the business of AYO.

11.2. Subject to paragraph 5.1 above and any announcements that must be lawfully made, such as on the Stock Exchange News Service, pursuant to the JSE rules, or any other legal obligation upon the Parties, both Parties undertake and agree, for a period of 5 years reckoned from the date of signature of this Agreement:

11.2.1. To hold in strict confidence and not to publish or disclose to any unauthorised third parties any of information contained in this Agreement without the prior written consent of the other Party;

11.2.2. to limit any disclosure of the information in this Agreement only to those of its professional advisors who have a specific need-to-know to access such information and either entered into a written agreement which impose, or are otherwise bound by the same restrictions as those imposed upon it by virtue of this Agreement;

11.2.3. not to disclose or reveal to any third party, whomsoever, either the fact that discussions or negotiations are taking, or have taken, place between the Parties; the content of any such discussions, or other facts relating to the either Party, unless authorised by the Party concerned.

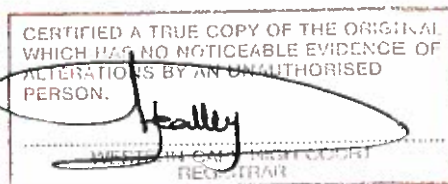


12. EXECUTION

This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together for one single document.

13. THE ENTIRE AGREEMENT

The Parties irrevocably agree that the terms embodied in this Agreement contain the whole agreement between the Parties and supersedes all previous written or oral agreements relating to its subject matter. No agreement altering or varying any of the provisions of this Agreement or any alteration, addition, deletion, consensual cancellation or amendment to this Agreement shall be valid or binding upon the Parties unless recorded in writing and signed by the Parties.



SIGNED ON BEHALF OF AYO at CAPE TOWN on this 23RD day of MARCH 2023.



*[Handwritten Signature]*

**AYO TECHNOLOGY SOLUTIONS LIMITED**

Name: AMIT MAKAN

**WITNESSES**

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*[Handwritten initials]*

1. *Stefan Van der Venter*  
STEFAN VAN DER VENTER

2. \_\_\_\_\_  
*[Signature]*

SIGNED ON BEHALF OF THE PLAINTIFFS at Pretoria on this 23  
day of March 2023.

*K. Rikhotso*

**PUBLIC INVESTMENT CORPORATION SOC LIMITED**

Name: **Kabelo K Rikhotso**

**WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

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*[Signature]*  
WESTERN CAPE HIGH COURT  
REGISTRAR

OFFICE OF THE CHIEF JUSTICE  
PRIVATE BAG X9020  
CAPE TOWN 8000  
2023 -04- 05  
REGISTRAR 2  
WESTERN CAPE HIGH COURT

*[Signature]*

Schedule "A"

ISSUED MATTERS	
<b>MATNO: 21383</b> <b>SURVE &amp; AYO // DAILY MAVERICK /</b>	Jurisdiction: Cape Town HC CASE NO. 664/22 Quantum: R1 000 000.00 Plea and Special Plea- served on 4 March 2022 Notice of Exception served on 23 March 2022 Defendant Served Notice to Amend on 29 March 2022 Defendants perfected plea served on 21 April 2022 Plaintiffs served Notice of exception on 17 May 2022 Defendants had to Remove Cause of Complaint by 7 June 2022 Concourt Judge was delivered. Defendants filed amendment to the special plea and plea on 24 February 2023.
<b>MATNO: 20489</b> <b>AYO/PIETER-LOUIS MYBURG &amp; DAILY MAVERICK. INDEPENDENT NEWSPAPERS</b>	Jurisdiction: Cape Town HC (Case no. 7665/22) Quantum: R1 000 000 in respect of each claim (two claims) Summons served on 23 March 2022 Notice of Intention to Defend due on 6 April 2022- served on 7 April 2022 Plea served on 11 May 2022 Served Plaintiff's Notice of Exception on 1 June 2022. Concourt Judge was delivered.

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*J. Kelly*

WESTERN CAPE HIGH COURT REGISTRAR

*Q*

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 CAPE TOWN 8000

2023-04-05

*[Signature]*  
 REGISTRAR 2

WESTERN CAPE HIGH COURT

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<b>MAI NO 21246</b>	<b>Defendants filed amendment to the special plea and plea on 24 February 2023.</b>
<b>AYO/AMABHUNGANE</b>	<p>Title of publication on Youtube, titled: <i>Financial Forensics: A case study of Iqbal Surve's Sekunjalo Group</i></p> <p>Presenters: Susan Comrie, Dewald van Rensburg, Sam Sole</p> <p>Date of publication: <u>12/10/2021</u></p> <p>Date of letter of demand on behalf of SIH &amp; Dr Surve: <u>20/10/2021</u></p> <p>Date of letter of demand on behalf of Sagamartha and 3 Others: <u>20/10/2021</u></p> <p>Date of AK letter to Wits requesting a response: <u>22/10/2021</u></p> <p>Date of response from Wits: <u>27/10/2021</u></p> <p>Date of response from AmaBhungane: <u>27/10/2021</u></p> <p>Jurisdiction: Western Cape HC</p> <p>Quantum: R2 000 000 in respect of each claim (two claims)</p> <p>Summons served on 29 June 2022</p> <p>Concourt Judge was delivered.</p> <p>1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants filed amendment to the special plea and plea on 24 February 2023.</p> <p>4<sup>th</sup> Defendant took exception but has not filed its exception.</p>

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*Jalley*

WESTERN CAPE HIGH COURT  
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CAPE TOWN 8000

2023 -04- 05

REGISTRAR 2

**WESTERN CAPE HIGH COURT**

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<p><b>Matter number:</b> 21549</p> <p><b>Plaintiff:</b> <u>SACTWU</u></p> <p>Y</p> <p><b>Defendant:</b> <u>AYO Technologies</u> &amp; <u>AEFI Corp Finance</u></p>	<p><b>Pleadings:</b></p> <ol style="list-style-type: none"> <li>1. Summons, related to SACTWU's claim against AYO for registration of 12 million shares.</li> <li>2. This action asks for the rectification of the subscription agreement and AYO's share register.</li> <li>3. We have defended the matter and will file a plea in due course.</li> </ol> <p><b>Non-monetary relief</b></p> <ol style="list-style-type: none"> <li>1. The matter has not been enrolled on the pre-trial roll yet.</li> </ol>
<p><b>Matter number:</b> 21220</p> <p><b>Plaintiff:</b> <u>SACTWU</u></p> <p>Y</p> <p><b>Defendant:</b> <u>AYO Technologies</u></p>	<ol style="list-style-type: none"> <li>1. SACTWU's claim against AYO is for dividends that it says are due to it but unpaid by virtue of its ownership of 12 million shares in AYO.</li> <li>2. We have filed the Defendant's plea on 8 December 2021 and Plaintiff has filed a replication. Pleadings have therefore closed.</li> <li>3. The matter has not been enrolled on the pre-trial roll yet.</li> </ol> <p><b>Capital amount claimed:</b> R3.6 million R1.9 million R7.8 million</p>

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PRIVATE BAG X9020  
CAPE TOWN 8000

2023 -04- 05

REGISTRAR 2

WESTERN CAPE HIGH COURT

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<p><b>MAT19943</b></p> <p><b>Client: AYO TECHNOLOGY SOLUTIONS</b></p> <p><b>CORTEX LOGIC (PTY) LTD- CASE NO. 8864/21</b></p> <p>Supervising Attorney: AM</p> <p>Assisted by: EM/co</p> <p>Previously, Eduard Fagan and Jo-Anne Moodley as Counsel.</p>	<p>We secured a judgment in terms of the settlement agreement.</p> <p>We issued a Writ and attended to serve same. Service was unsuccessful.</p> <p>We are reporting the debtor to Credit Bureau for listing and attending to do a trace agent.</p>
<p><b>Client: AYO</b></p> <p><b>MAT21428</b></p> <p><b>Zama Mlaba (CCMA matter)</b></p> <p>Supervising attorney: EM and IB</p> <p>Assisted by: jg</p> <p>CCMA- Western Cape</p> <p>Case No: WECT/1497/2021</p>	<p>Subsequent to the Applicant's none attendance at the Arbitration, Matter was removed from the roll. Time-period to re-enrol has lapsed.</p> <p>As such, matter is finalized.</p>

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*J. Kelly*

WESTERN CAPE HIGH COURT REGISTRAR

*Q*

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PRIVATE BAG X9020  
CAPE TOWN 8000

2023 -04- 05

REGISTRAR 2

*[Signature]*

**WESTERN CAPE HIGH COURT**

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*[Signature]*

Schedule "B"

SEKUNJALO LITIGATION AGAINST THE BANKS OF SOUTH AFRICA		[Our Reference: AA/1b/S606]
PARTIES INVOLVED IN MATTER	DESCRIPTION OF THE MATTER	CURRENT STATUS OF MATTER
<p>AYO Technology Solutions Ltd ("AYO") / Access Bank South Africa Limited</p> <p>[CASE NUMBER: 12629/22]</p>	<p>Instructions were received in June 2022 to institute proceedings against Access Bank following the termination of AYO's bank accounts held with Access Bank. Our offices accordingly launched an interim interdict application against Access Bank (bearing case number 12629/2022) praying that the Court direct Access Bank to re-open the bank accounts previously held and further noting its intention to launch a review application to set aside Access Bank's decision to terminate AYO's bank accounts. Moreover, declaring the said termination, Access Bank's failure to provide AYO with reasonable notice prior to the termination, failure to provide AYO with an opportunity to make representations prior to the termination and the failure to provide AYO with reasons for the termination as unlawful.</p>	<p>This matter is ongoing. Our interim interdict application was struck from the roll for want of urgency, with costs, on 13 October 2022.</p> <p>AYO launched a review application on 30 November 2022. Following receipt of the review application, Access Bank delivered a record as required by Rule 53(1)(b), but has omitted and/or refused to include material documentation from the record.</p> <p>An Application to Compel was served on Access Bank on 15 March 2023.</p>
<p>Mohammed Iqbal Surve &amp; 77 Others / Absa Bank Ltd and 26 (Equality Court Application)</p> <p>[CASE NUMBER: EC01/2022]</p>	<p>Instructions were received in January 2022 to launch an application against the Respondents praying, <i>inter alia</i>, that the Court grant an Order declaring that the decision of the banks to terminate and/or refuse to provide banking services and facilities to the Complainants, or to give notice of such termination and/or refusal is inconsistent with their obligations under the Constitution and the Promotion of Equality and Prevention of Unfair Discrimination Act. Since the inception of the matter, and after papers were issued and filed, various interlocutory applications such as Joinders and an Intervention Application were filed.</p>	<p>This matter is ongoing. A virtual meeting between the parties' was held on 1 March 2023, wherein it was decided that the Respondents' Answering Affidavits are due on 31 March 2023, whereafter, the Applicants will file Replying Affidavits on 8 May 2023.</p>

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WESTERN CAPE HIGH COURT  
REGISTRAR

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2023 -04- 05

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WESTERN CAPE HIGH COURT

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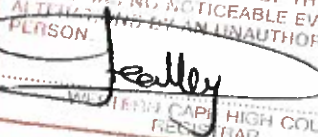
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**Schedule "B"**

<p>Mohammed Iqbal Surve' &amp; 43 Others // Nedbank &amp; 1 Other [CASE NUMBER EC02/22]</p>	<p>Instructions were received in February 2022 to institute proceedings against Nedbank in the form of an urgent interim interdict to interdict Nedbank from closing the accounts of the Applicants pending the outcome of the main Application in the Equality under case number: EC01. On 17 June 2022, Judge Dolamo found in favour of the Applicants and granted the interim interdict. Nedbank applied for leave to appeal the decision in the High Court, which was dismissed.</p> <p>Thereafter, Nedbank petitioned the Supreme Court Appeal and successfully obtained leave to appeal the court <i>a quo's</i> judgment.</p>	<p>This matter is ongoing. Nedbank filed its Notice of Appeal on 22 February 2023.</p> <p>Presently, the parties have exchanged correspondence and have agreed to the content of the appeal record.</p>
<p>Mohammed Iqbal Surve' &amp; 79 Others / Absa Bank Ltd &amp; 22 Others (High Court Parallel Application) [CASE NUMBER: 13034/22]</p>	<p>Instructions were received in July 2022 to institute proceedings against the Respondents raising certain contractual issues against the Respondent banks as well as praying for an Order declaring that the provision of banking facilities by banks to their clients ought to be subject to constitutional control and further declaring that the termination by the banks of their banking relationship with their clients, purely on notice, is unconstitutional. Furthermore, declaring the banks' withdrawal, termination or closure of the Applicants' bank accounts as inconsistent with certain legislation, alternatively declaring such legislation to be unconstitutional. Declaring the termination by the banks of their banking relationship with their client, purely on notice as irrational, arbitrary and reviewable under the Promotion of Administrative Justice Act, alternatively under the principle of legality and/or the common law. And finally, reviewing, correcting and setting aside the withdrawal, termination and closure by the banks of the financial products or services and banking relationships with the Applicants. This Application was launched due to the fact that certain prayers in our Equality Court Application fell outside the jurisdiction of the Equality Court and as result had to be launched in the High Court.</p>	<p>This matter is ongoing. The matter is to be heard by the same bench as our Equality Court Application as similar issues, are informed by the same facts and it is convenient and cost-effective.</p> <p>The Application was served and filed on 4 August 2022, and the Respondents in this matter are to file their Answering Affidavits by 31 March 2023, after which our reply will be due on 8 May 2023.</p>

CERTIFIED A TRUE COPY OF THE ORIGINAL  
 WHICH HAS NO NOTICEABLE EVIDENCE OF  
 ALTERATION BY AN UNAUTHORISED  
 PERSON  
  
 WESTERN CAPE HIGH COURT  
 REGISTRAR

**OFFICE OF THE CHIEF JUSTICE**  
 PRIVATE BAG X9020  
 CAPE TOWN 8000  
  
 2023 -04- 05  
  
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**WESTERN CAPE HIGH COURT**

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