IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL LOCAL DIVISION, DURBAN

CASE NO: D7900/2017

In the matter between:

DHARAMRAJ BISNATH	First Applicant
YUSUF ABDOOL KADER VAHED	Second Applicant
VICKESH BABOOLAL	Third Applicant
GITA BISNATH	Fourth Applicant
and	
THE BODY CORPORATE OF GROSVENOR COURT	First Respondent
R.L. MORGAN N.O.	Second Respondent

ORDER

In the result, the following order is made:

(a) The applicants' application for condonation is refused;

(b) The applicant's application for review is dismissed;

(c) The applicants are to pay the first respondent's costs on an attorney and client scale, the one paying the other to be absolved.

JUDGMENT

Delivered on: 4 August 2020

Masipa J:

Introduction

[1] This is a review application wherein the applicants seek the following order:

(a) Reviewing and setting aside the award/ruling handed down by the second respondent dated 2 May 2017, but handed down on 26 May 2017 (annexure "A" hereto);

(b) Substituting its finding in favour of the applicants (by reviewing and/or setting aside the arbitration award/ruling); a finding that the first respondent's claim should have been dismissed with costs in favour of the applicants;

(c) Alternatively, to paragraph (b) above, an order directing the hearing to be referred back to a fresh arbitration but before a Commissioner, other than the second respondent;

(d) That condonation be granted for the late prosecution of this application, but only insofar as same may be necessary and/or required;

(e) That the costs of the application be awarded to the applicants herein (only in the event of any opposition hereto) and in the event more than one respondent so opposing the relief sought, an order directing the respondents so opposing, to pay the costs jointly and severally, the one paying the other to be absolved, on an attorney and client scale;

(f) Granting the applicants further and/or alternative relief.

[2] The applicants are owners of residential units which are located at Grosvenor Court, a residential block. The first respondent is the Body

Corporate, duly established in terms of s 36 of the Sectional Titles Act 95 of 1986 ('the Act') situated at 41 Snell Parade, Durban. The first respondent was the claimant in the arbitration proceedings, which resulted in the granting of the award sought to be reviewed. The second respondent is the arbitrator whose award is being reviewed.

[3] The first respondent instituted arbitration proceedings after declaring a dispute with the applicants relating to alleged unpaid levies, special levies, interest, administration fees and legal charges. The nature of the claim was that contemplated by s 37(1)(*a*) of the Act. According to the applicant, the dispute revolves around various irregularities committed by the trustees of the first respondent. Included to the alleged unpaid monies were any other obligation of the first respondent which it ought to discharge in terms of s 37(1)(*a*). Further, that the applicants were responsible for contributions to a scheme operated by the trustees of the first respondent for purposes of satisfying any claims against the first respondent.

[4] The payment of levies is in accordance with the participation with quotas attaching to each unit in terms of s 37(1)(*b*) of the Act, read with Rule 31 of the Management Rules applicable to the first respondent. They were also responsible for special contributions duly raised by the trustees of the first respondent in terms of s 37(2A) read together with s 37(2B) of the Act and legal costs including costs as between attorney and client, collection commission, expenses and charges incurred by the first respondent in obtaining recovery of arrear levies, or any other arrear amounts due and owing by the applicants to the first respondent in terms of Rule 31(5) of the Management Rules applicable to the first respondent scheme. Further, interest on arrear amounts at such a rate as may be determined by the trustees of the first respondent from time to time in accordance with Rule 31(6) of the Management Rules applicable to the first respondent's scheme.

[5] The issue leading to the dispute was a resolution by the trustees of the first respondent on 5 May 2014, where they resolved to raise a special contribution in the aggregate amount of R6 million for anticipated costs associated with the repair of concrete spalling to the building. The special

contribution was to be paid over a period of 24 months commencing on 1 July 2014. In passing the resolution, the first respondent relied upon quotations from various contractors and a schedule of payments allegedly made to the various contractors which payments were effected, according to the applicant, without any proof of payment.

Contention by the parties

[6] According to the applicants, there was no full disclosure of expenses by the first respondent and therefore they challenged the right or the obligation to make the contribution for the payments. Prior to the challenge of the special levy by the applicants, the first respondent had in its reserve fund a total of R7 million which was readily available for any disbursements. Therefore, no special levy was required to be raised.

[7] The first respondent claimed from the first and fourth applicants:

(a) The sum of R70 994.59;
(b) Further levies, special levies, interest and costs found to be due and unpaid in respect of Unit 154 and Unit 185 for the period 1 August 2015 to the date of the award;
(c) Interest on the aforesaid amount at the rate of 1.5 per cent per month compounded to the date of final payment; and
(d) Costs of the arbitration on an attorney and client scale.

[8] In the pleadings delivered at the arbitration, the applicants disputed the first respondent's entitlement to payment and set out their defence to the first respondent's claim as follows:

'That on or about 30 October 2013, an Annual General Meeting 'the AGM' was held by the Grosvenor Court Body Corporate. On the minutes of the aforesaid meeting, and under the heading direction or restriction in terms of section 39(1) of the Act, the following direction was given to the trustees.

> *"The Trustees after receipt of the repair costs per square meter for the spalling project are to raise a special levy upon the members to fund the Body Corporate portion of the project. The special levy is to be spread over a period of several months and not collected as a once off;" and restriction was placed*

on the Trustees that they may not spend more than R100 000 on any single expense without consulting with the members to obtain their approval."'

[9] Additional defences raised were that the functions and powers of the first respondent are subject to the provisions of the Act, the rules and any restrictions imposed or directions given at a general meeting of the owners, performed and exercised by the Trustees of the Body Corporate and that they shall not act outside of or exceed such powers or directions.

[10] A detailed engineer's report was obtained which stated that the spalling on the inside of individual flats was at the owners cost. This was conveyed to the owners at the AGM where the chairperson indicated that the project would be in the region of approximately R1 million to R2 million. According to the applicants, in law, the first respondent was obliged to prove its claim in full at the arbitration and failed to do so. The first applicant contends that he had a right and entitlement as a pensioner to question the need for such exorbitant special levy.

[11] The applicants contend that prior to the arbitration hearing, they were not provided with sufficient information but were given an undertaking that the arbitration process would be transparent and were appeased by the reassurance. It is their contention, however, that the arbitration proceedings turned out to be the complete opposite of what they had expected. It was handled in a draconian, biased manner and the proceedings were unacceptable. Their representatives were treated in a rude and dismissive fashion and were constantly interrupted and met with abrasive and rude responses.

[12] According to the applicants, the first respondent's legal representative, Ms Northmore was affectionately called by her first name while their legal representative was barely acknowledged. For all intents and purposes, the outcome of the arbitration appeared to be a *fait accompli*. The matter became intolerable to the applicants such that the first applicant instructed their counsel, *Ms Lennard* to first request for the second respondent's recusal, which was refused without any deliberation or consideration. They thereafter requested *Ms Lennard* to consider and advise them on their position in light of

the conduct displayed towards them. Whereafter, it was agreed that further participation in their arbitration proceedings would be futile and they walked out of the arbitration. Contrary to the undertaking provided, the whole arbitration process was a farce and the applicants were horrified by a clear display of favouritism and bias.

[13] Ms *Lennard*, counsel for the applicants, wanted to inspect documents which were referred to the first respondent's witness, Mr Z Khan, in his evidence in chief and which were never discovered but he request was disallowed. A request for a stand down of the matter was also refused. Attempts to cross-examine Mr Khan became a futility since Ms *Lennard* was questioned about the relevance or purpose of the questions or unilateral directions were issued by the second respondent that certain pertinent questions would be disallowed. The second respondent constantly interrupted the arbitration proceedings throughout, which was improper and resulted in gross failure of justice. The applicants contend that no more than lip service was given to the basic principles of *audi alteram partem* rule. Also, that they were subjected to abuse. They contend in this application that the second respondent's conduct was grossly irregular.

[14] They contend further that the second respondent committed gross irregularity in the proceedings and that no fair hearing was afforded to them and this was validated by the transcript. This was with regards to the refusal to permit the applicants legal representative to inspect documents which were not discovered. The applicants contend that cross examination on the newly introduced document should have been permitted. The applicants further contend that this was fundamentally wrong and resulted in a travesty of justice and this was either because the second respondent misconstrued his powers or simply did not comprehend them. Alternatively, that he simply impeded the presentation of their case at every juncture and that this was done maliciously.

[15] The issue of quantum was raised and the second respondent, without any justification, disallowed any questions in this regard. This resulted in a manifestly unjust hearing and the second respondent's conduct was biased

and irregular. Immediately upon receiving the award, the applicants delivered a notice of appeal.

[16] According to the applicants the purpose of this application is to have the award of the second respondent reviewed and set aside and if necessary, to substitute the award with an order that will result in equity and justice between the parties. They contend that the decision of the second respondent was biased, unfair and iniquitous and should be reviewed and set aside on the following grounds:

(a) That the determination surrounding the question as to whether or not the first respondent was entitled in terms of the ss 37(1)(*b*), 37(2A) and 37(2B) of the Act, read with Rule 31(5) of the Management Rules to demand and/or recover any special contributions/levies in light of the fact that the first applicant;

(i) placed in issue the validity and/or enforceability of any resolution purporting to these special levies;

(b) Upon the R6 million projected expenditure being questioned, they were presented with a letter from the managing agents proposing that this estimation includes costs relating to other items not anticipated nor approved;

(c) The first respondent could at the hearing of the arbitration not provide the applicants representatives with paid invoices but still persisted with the notation that quotations validated these unaudited expenses;

(d) The trustees conduct was a direct paradox of the decision taken at the first respondent AGM of 30 October 2013, where it was specifically agreed that the first respondent would not spend more than R1 million on any single expenditure without consulting with members to obtain their approval;

(e) It was indicative from that, that the trustees had intimated that the project would cost in the region of R1 million to R2 million;

(f) Despite the aforesaid restriction, the first respondent proceeded to unilaterally resolve the special resolution in the sum of R6 million;

(g) The remedial costs quoted upon, in fact included quite auspiciously costs that the independent unit owners would have been personally liable for - a fact treated in the most dismissive and arrogant manner;

(h) There has been no quantification of the special levies and as it appears, an outright refusal to be accountable to the unit members including the first applicant.

[17] The first respondent contends that the applicants failed to establish a legitimate reason for the setting aside of the arbitration award and contends that their review application is an abuse of process launched merely to thwart the first respondents attempt to recover amounts due and payable to it by the applicants. This is because amongst others, prior to the initiation of the review application, the first respondent had initiated an application to have the arbitration award made an order of court under case number 7816/2017, to which the applicants delivered a notice of intention to oppose but failed or neglected to deliver an answering affidavit. That application, which remained unopposed, was argued together with this review application.

[18] According to the first respondent, it declared a dispute and initiated an arbitration process and the nature of the claim is as was set out by the applicants. During the pre-trial meeting the applicants attorneys made reference to allegations of irregularities by the first respondent's board of trustees and the second respondent suggested that those allegations should be raised in a counter-claim and no counter-claim was ever brought.

[19] The first respondent contends that the applicant, in their statement of defence during the arbitration, admitted that the passing of a trustee's resolution of 5 May 2014 raising the special contribution had been done. The first respondent contends that, in determining the amount to be raised as a special contribution for the spalling project, the trustees reasonably and correctly relied on quotations received from various contractors and that the

gathering of such quotations was overseen by an engineer appointed to manage the project.

[20] The issue of the reserve fund held by the first respondent was addressed with the arbitrator and the arbitrator was referred to the *Body Corporate of Fish Eagle v Group Twelve Investments (Pty) Ltd* 2003 (5) SA 414 (W) to contend that the existence of surplus or reserve funds does not disentitle trustees from raising special contributions.

[21] In respect of amounts claimed against the applicants, the respondents contend that at the initiation of the arbitration proceedings, it claimed: the sum of R30 819.23 against the first and third applicants jointly and severally; the sum of R29 252.63 against the second applicant; the sum of R22 651.48 against the third applicant; and further against all applicants;

(a) The further levies, special levies, interest and costs found to be due and unpaid in respect of the applicant's units for the period 1 August 2015 to the date of the award;

(b) Interest on each of the aforesaid amount at the rate of 1.5 per cent per month compounded, to date of final payment and

(c) Costs of the arbitration proceedings on the scale as between attorney and client jointly and severally, the one paying the other to be absolved.

[22] The first respondents contend that the applicant's opinion that it did not establish its claim at arbitration was irrelevant given that this was not an appeal but a review in terms of s 33(1) of the Arbitration Act, 42 of 1965. It was pertinent to mention that, at the commencement of the arbitration hearing, it was agreed that given the applicants' admission of the passing of the trustee's resolution of 5 May 2014 and the nature of the applicant's defence, the applicants bore the onus to begin. Accordingly, the applicants presented their case first, relying solely on the evidence of the first applicant.

[23] The first respondent denies that the arbitration proceedings were not fully transparent and contends that the allegations against the second respondent, which are serious, are unsupported, entirely false and nothing

short of scandalous. Having failed in their defence and without the entitlement to appeal the arbitration award in question, the applicants have resorted to fabricating serious allegations against the second respondent in order to concoct a basis for review. The transcript of the arbitration proceedings was obtained in terms of Uniform Rule 53 and these allegations are not born by the record of proceedings for the arbitration. There were no supplementary affidavits by the applicants to address these allegations.

[24] The first respondent contends that Ms *Lennard* was never denied opportunity to cross-examine Mr Khan and that there was nothing untoward from the second respondents conduct. The first respondent contends that the first applicant was dishonest and that in fact, during the arbitration hearing, what transpired was the following:

(a) During cross examination, Mr Khan made reference to the building manager having a file on the spalling project;

(b) Counsel for the applicants questioned whether the file contents had been discovered and requested an opportunity to view the contents of the file;

(c) That a brief adjournment was granted to allow the applicants' legal representative that opportunity;

(d) Upon resumption, the applicants' counsel advised that she had flagged certain documents in the file of which she contended they had no previous sight to;

(e) In response, the first respondent's attorney argued that she was opposing any attempt to delay the finalisation of the hearing for reasons that documents referred to by the applicants' counsel were not material to the dispute and that the hearing was being conducted according to the summary procedure rules. Further, that the applicants were afforded ample opportunity to request further documents and had not made any such requests.

[25] The first respondent contends that there was no request for an adjournment by the applicants who reserved their rights. Consequently, it was untruthful of the first applicant to state that the request to inspect documents was refused.

[26] Ms Northmore denied that she was addressed affectionately while Ms Lennard was barely acknowledged. According to her, she and the applicants' representatives were often referred to by their first names which she contends was not unusual given the informal nature of the procedure of the arbitration.

[27] She contended that there were no objections raised by the applicants at any stage during the exchange of statements or the hearing to any informal address made by the second respondent or by the parties' legal representatives themselves. Prior to the arbitration, the first respondent's attorneys only interaction with the second respondent had been as a legal representative for a party in another sectional title arbitration in which he had been appointed by the Chief Registrar of Deeds.

[28] It was contended that while it was correct that the applicants counsel requested the second respondent to recuse himself, the refusal of such application or request was not done outright without any deliberation or consideration and it was argued that there was no factual basis provided in support of the request and the second respondent's decision was made after both parties were afforded an opportunity to make submissions. It was argued that the second respondent was, in any event, not compelled to accede to the recusal request and that in terms of s 13 of the Arbitration Act, his appointment could only have been terminated with the consent of the first respondent or by an order of court.

[29] The first respondent contends that there were no complaints raised by the applicants from the commencement of the hearing or after the hearing at which their evidence was presented. Dissatisfaction was displayed when the arbitration resumed due to the witness of the applicant's position becoming evident.

[30] As regards to the review and setting aside of the arbitration award, the first respondent contends that in order for the applicants to succeed, they ought to satisfy the court that;

(a) The second respondent has misconducted himself in relation to his duties as an arbitrator.
(b) That the second respondent has committed a gross irregularity in the conduct of the arbitration proceedings or has exceeded his powers.
(c) That the arbitration award in question was improperly obtained

all of which the applicants have utterly failed to do.

[31] It was contended that the applicant's grounds of review set out in paragraph 6 of the founding affidavit were grounds of an appeal and not for a review and a setting aside of an award in terms of s 33 of the Arbitration Act. While the applicants had contended that the transcript of the proceedings would serve to validate their claims, the first respondent contends that it was remarkable that they had failed to file a supplementary affidavit highlighting how this transcript validated their claims.

[32] As regards the allegations regarding quantum, the first respondent contends that these allegations were vaguely raised by the applicant and that the contention that the second respondent had, without justification, disallowed the issue, could be attributed to the applicant's counsel's cross-examination of Khan, challenging the calculation of quantum.

[33] The first respondent contends that the amount of special levy resolved by the trustees of R6 million was not disputed by the applicants, nor did they dispute the apportionment of that amount amongst owners was to be by participation quota. Consequently, the first respondent prayed for an order dismissing or refusing condonation for the late launching of the re-application and/or otherwise dismissing the review application with the suitable punitive order for costs including costs de *bonis propriis*

Condonation

[34] In respect of condonation, the applicant avers that the award was published on 26 March 2017, being the date upon which it was emailed to their representatives. Therefore, in terms of their calculation, the review application ought to have been delivered on 10 July 2017 and was approximately three days out of time due to counsel being in court. The application was drafted after hours and they apologised for any inconvenience. The applicants further contend that there was no prejudice suffered by any party.

[32] The applicants further contend that failure to set aside the second respondent's award would be grossly unfair and result in a travesty of justice and that if the award was allowed to stand, they would suffer harm and prejudice which would be irreversible and the damages sustained would never be undone. They therefore ask for the award to be reviewed and set aside on the basis that it was biased, unfair and unjust.

[36] The first respondent, in opposing the application, first dealt with the condonation application and contends that in terms of s 33(2) of the Arbitration Act, any application for the review and setting aside of an arbitration award must be made within six (6) weeks from the date of publication of such award.

[37] The first respondent contends that in the applicants founding affidavit, the applicant alleges that the arbitration award was published on 26 May 2017 or that there was a delay in mailing the award to them. The first respondent contends rather, that the relevant electronic mail which the applicant alleges was sent to their attorney, is dated 12 July 2017. On the basis that the award was published on 26 May 2017, the applicants claim that the six week period ended on 10 July 2017 and that the application was approximately three days out of time.

[38] The first respondent contends that the arbitration award was in fact published on 19 May 2017 by email from the second respondent. Further, that the second respondent's email of 19 May 2017 at 09h56 addressed to Kelly

Northmore being the deponent of the first respondent's affidavit and to Seema Girdhari, a litigation paralegal employed by Sunita Bisnath Incorporated, the applicants' attorneys of record at lit@sunitbisnath.co.za. The email refers to the arbitration award being enclosed and transmitted.

[39] Ms Northmore contends that the first time she had sight of the email of 26 May 2017, was when she received the review application. She contends that the situation seemed odd and she examined the email from which she noticed the following;

(a) That it purports to have been sent on 26 May 2017 at 09h56, being the exact same time (hour and minute) as the second respondent's email of 19 May;

(b) It seems to be identical in content to the second respondent's email of 19 May 2017; and

(c) It was also supposedly addressed to both her and Seema, similar to the second respondent's email of 19 May 2017.

Given the peculiarities, she contacted the second respondent to ascertain whether he had in fact sent the alleged email and the second respondent undertook to check his records and revert.

[40] When the second respondent reverted back to her, he advised as follows:

(a) According to his email records, he had sent the arbitration award by email to her and to Seema on 19 May 2017;

(b) He could not find any records for the alleged email of the 26 May 2017 and had no recollection of having resent such email; and

(c) After perusing his email records, he had found an email sent by Seema on 19 May 2017 in reply to his email. The second respondent deposed to a confirmatory affidavit to the first respondent's answering affidavit.

[41] Upon receipt of the arbitration award on 19 May 2017, Ms Northmore, prepared a written demand of payment which she sent to Sunitha Bisnath Incorporated on 23 May 2017. This was three days before the email of 26 May

2017. She contends that her email makes clear reference to the arbitration award in question having been published on 19 May 2017.

[42] Having considered all this, she was left with an inescapable conclusion that either the first applicant or someone on their behalf had falsified the alleged email. In order to test the validity of such conclusion, she proceeded to the second respondent's original email of 19 May 2017 and when doing so, made changes to the date of the original email. The product of a test being that the purported email falsely reflects the original transmission date being 2 August 2017 instead of 19 May 2017.

[43] She contends that it was shockingly easy to manipulate the original transmission date. She avers that it was significant to note that on 26 May 2017, the applicants' attorneys emailed her a notice of appeal. Consequently, the applicants could not deny that the attorneys were in receipt of the arbitration award as at 26 May 2017, being the date on which they accept that the award was published.

[44] Ms Northmore requested a confirmatory affidavit to be furnished by the applicant's attorneys dealing with the issue of service/receipt of the award and no such confirmatory affidavit was provided. Consequently, she concluded that the email of 26 May 2017 was fabricated. She contends that, from the conduct of the applicants, it was reasonable for the first respondent to have formed a suspicion regarding the authenticity of the email. While the first applicant contends that he has personal knowledge of the facts that he deposed to, the first respondent denies that the first applicant lacked any knowledge regarding the transmission and receipt of the email dated 26 May 2017 and that his reference to it was hearsay, since there was no confirmatory affidavit from the relevant persons who would have dealt with that email from Ms Bisnath's office.

[45] Ms Northmore therefore concluded that the email was a product of altering the second respondent's original email of 19 May 2017 so as to reflect the transmission date of 26 May 2017, thereby benefitting the applicant which she contends was a reasonable conclusion to draw. It was contended for the first respondent that the applicants and/or those representing them, have

actively misled the court in respect of the date when the award was published. Consequently, that such reprehensible conduct warrants swift and decisive censure by the court in refusing condonation and dismissing the review application with a suitable punitive cost order and costs de *bonis propriis.* Further, that the first respondent's application for the relief under s 31 and 35(4) of the Arbitration Act instituted under case number 7816/2017 be granted.

Analysis

[46] As stated by the first respondent, this review, is instituted under s 33 of the Arbitration Act,. Section 33(2) provides that a review of an arbitration award issued in terms of this act shall be made within six weeks after the publication of the award to the parties. In terms of s 38 of the Arbitration Act, a court may, on good cause shown, extend any period of time fixed by or under this Act, whether such period has expired or not. It is common cause that the applicants review application was filed outside the timeframe prescribed by the Arbitration Act. It was therefore necessary for the applicants to apply for condonation for the late filing which they did.

[47] While the applicants contend that the review application is 3 days out of time, the first respondent argues that the facts presented by the applicants in support of their condonation application are nothing but a misrepresentation and that the delay was in facts eight days out of time. This is because the first respondent contends that the arbitration award was received on 19 May 2017 and not 26 May 2017 as is contended by the applicant. An analysis of the facts presented leads to a conclusion that the applicant's version is highly improbable.

[48] Firstly, neither the second respondent nor the first respondent have, in their possession, the email of 26 May 2017. The email of 19 May 2017 was sent to the legal representatives of both parties and bears the time and information identical to the email of 26 May 2017. On 23 May 2017, *Northmore* sent the applicant's legal representative an email informing them of the award. According to the second respondent, Seema of the applicant's

legal representatives replied to his email of 19 May 2017, which enclosed the award. The applicants' notice of appeal was lodged on 26 May 2017, a date upon which the award was received.

[49] The second issue taken by the first respondent regarding condonation is the fact that the first applicant deposed to the affidavit wherein condonation is sought. He contends that he has personal knowledge of the facts relating to the publication of the award when it was sent to the applicants' attorneys. The first respondent denied the first applicant's averment that he had personal knowledge, since the award was emailed to the attorneys and called for a confirmatory affidavit by the attorneys but none was ever received.

[50] It was never disputed that the second respondent transmitted the award to the legal practitioners for the respective parties. That being the case, the first applicant's averment that he had personal knowledge of the circumstances relating to the receipt of the arbitration award can be said to be hearsay and no weight can be attached to it. Once the first applicant's averments relating to the receipt of the award is rejected, there is nothing before the court to confirm and corroborate the version placed before court in respect of the condonation application.

[51] While the degree of lateness in this matter, whether three days or eight days is negligible, it cannot be said that the applicants have shown good cause for the granting of such condonation. They have come to court with unclean hands by presenting a version which is fabricated and unsubstantiated in order to seek the court's assistance and intervention. Such kind of conduct cannot be condoned by the court. In view of this, it is unnecessary to consider the merits of the case.

[52] On the issue of costs, the manner in which the applicants conducted itself in this matter, by misrepresenting the facts to the court, call for some censure and a warning that such type o conduct of misleading the court is unacceptable. The first respondent's counsel asked for a punitive order for

costs order *de bonis propriis*. While I am of the view that a punitive costs order is warranted, I do not find justification in making a *de bonis propriis* cost order.

Order

[53] In the result, the following order is made:

(a) The applicants' application for condonation is refused;

(b) The applicant's application for review is dismissed;

(c) The applicants are to pay the first respondent's costs on an attorney and client scale, the one paying the other to be absolved.

M.B.S. Masipa

MASIPA J

DETAILS OF THE HEARING:

Matter heard on:	11 March 2020
Judgment delivered on:	4 August 2020

Appearance Details

For the Applicants:	Ms U Lennard
Instructed by:	Sunita Bisnath Inc
For the first respondent:	Mr M E Stewart
Instructed by:	Northmore Montague Attorneys