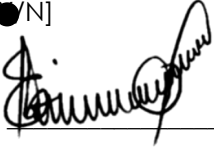




**IN THE HIGH COURT OF SOUTH AFRICA**

**(GAUTENG DIVISION, PRETORIA)**

(1)	REPORTABLE: <input checked="" type="radio"/> Y <input type="radio"/> N
(2)	OF INTEREST TO OTHER JUDGES: <input type="radio"/> Y <input checked="" type="radio"/> N
(3)	REVISED: <input type="radio"/> Y <input checked="" type="radio"/> N
(4)	Signature:  Date: <u>14/12/23</u>

Case No.52173/23

In the matter between:

Q [REDACTED] P [REDACTED] M [REDACTED] I

APPLICANT

(ID NO: [REDACTED])

AND

M [REDACTED] P [REDACTED] M [REDACTED]

RESPONDENT

(ID NO: [REDACTED])

---

JUDGMENT

---

## **KHWINANA AJ**

### **INTRODUCTION**

[1] This is an urgent application in terms of rule 6(12) of the Uniform Rules of Court, wherein the Applicant seeks an interim relief.

[2] The applicant seeks the following orders as per the notice of motion:

2.1 Dispensing with forms, service, and time periods prescribed in terms of the Uniform Rules of Court, and directing that the matter be heard as one of urgency in terms of Rule 6 (12) of the Uniform Rules of Court;

2.2 Non-compliance with the court directives if any be accepted and condoned;

2.3. That the interim parental rights and responsibilities in respect of the primary care and residency of the three minor children, be awarded to applicant pending the divorce action;

2.4. That the interim parental rights and responsibilities in respect of contact with the minor children be awarded to the Respondent;

2.5. That the Respondent pays interim children maintenance to the Applicant, to an amount of R10 500.00 per month, pending the outcome of the divorce action.

2.6. That the Respondent pays interim spousal maintenance to the Applicant, to an amount of R8 500.00 per month, pending the outcome of the divorce action;

2.7 Costs, only if the matter is opposed;

[[3] I am requested to make a finding on urgency and the right of the applicant to be maintained albeit the allegation that there is no customary marriage.

### **BACKGROUND**

[4] The Applicant approaches the urgent court on the basis that the Respondent has ceased fulfilling his responsibilities in the household which, is buying enough groceries for the family, paying the bond of their matrimonial home, paying school fees for two minor and major children whilst caring for the Applicant. The applicant further submits that should the Respondent fail to pay for the matrimonial home mortgage, the property would be sold, and the Applicant and her 4 children would be homeless.

[5] The Applicant says that she is customarily married to the Respondent and the divorce is pending before this court. In the divorce proceedings the Respondent is challenging the validity of the customary marriage. The Applicant says that the Respondent comes and goes at the common home without any explanation.

[6] The Applicant says the Respondent has been the sole provider of the family for all these years that the parties lived together, which is more than 15 years and recently. The Respondent is employed and earns R52 000.00 per month. The applicant says with the said income the respondent has been able to care for her and the family.

[7] The Applicant says the respondent has not been paying the school fees for the children. The Applicant found out in November 2023, after being contacted by the school. The applicant says she advised the Respondent through her Attorneys on 27 October 2023, that the bond for matrimonial home and the

school fees for one child, has not been paid and immediately after that, the Attorneys for the applicant acted and ignored and or failed to resolve the matter between the parties.

- [7] The Applicant is extremely worried and scared that if school fees are not settled and or payment arrangements is made with the school, the minor children will not receive their results and would therefore not able to register for the following year and this would post a serious detriment as their education would be compromised. The applicant says that one child is going to be in Grade 11 wherein the academic report will be imperative for applying to varsity level entrance and without registering timeously, the child would be adversely affected.
- [8] The applicant says the major child's college fees are in arrears in the sum of R27 087.00, the child is finishing her degree and after that, she would have to enrol further for her studies and or obtain employment but without the results, such would be impossible. The schools will not release the results without school fees being settled and or arrangementsl.
- [9] The Applicant says she does not have means to get accommodation of her own and her minor children. She relies on the matrimonial home that the parties currently resides in, which the Respondent is attempting to sell. The reasoning behind the sale according to the applicant is that of the divorce and the fights between the parties.
- [10] The respondent denies opposes this matter as says that it is not urgent as he is currently maintaining the household, children and the applicant is benefiting from the maintenance as she continues to occupy the common home. The

respondent says he pays the school fees of the minor children and the major children. He has made arrangements with respective institutions where necessary. He is still paying the mortgage bond but he is under financial stress. He also says that he is under debt review and thus unable to meet some of his financial obligations. He is prepared to maintain the children as he has been doing but will not afford to pay the sum that has been requested by the applicant as he cannot afford it and the customary marriage is in dispute.

### **THE LEGAL MATRIX**

[10] In the case of East Rock Trading, the court succinctly set out the test for urgency as follows:

"[T]he procedure set out in rule 6(12) is not there for taking. An applicant has to set forth explicitly the circumstances which he avers render the matter urgent. More importantly, the Applicant must state the reasons why he claims that he cannot be afforded substantial redress at a hearing in due course. The question of whether a matter is sufficiently urgent to be enrolled and heard as an urgent application is underpinned by the issue of absence of substantial redress in an application in due course".

[11] The rules allow the court to come to the assistance of a litigant because if the latter were to wait for the normal course laid down by the rules it would not obtain substantial redress. It is important to note that the rules require the absence of substantial redress. This is not equivalent to the irreparable harm that is required before the granting of an interim relief. It is something less. He may still obtain redress in an application in due course, but it may not be substantial.

[12] That it is an absolute requirement was echoed in the simplest of terms in *Mogalakwena Local Municipality v Provincial Executive Council, Limpopo and Others* [2014] ZAGPPHC 400:

"It seems to me that when urgency is in issue the primary investigation should be to determine whether the applicant will be afforded substantial redress at a hearing in due course. If the applicant cannot establish prejudice in this sense, the application cannot be urgent."

[13] In *East Rock Trading*, where the secondary consideration in issue was an alleged undue delay, the Court held: "In my view, the delay in instituting proceedings is not on its own a ground for refusing to regard the matter as urgent. A court is obliged to consider the circumstances of the case and the explanation given. The important issue is whether, despite the delay, the applicant can or cannot be afforded substantial redress at a hearing in due course. A delay might be an indication that the matter is not as urgent as the applicant would want the Court to believe... The correct and the crucial test is whether, if the matter were to follow its normal course as laid down by the rules, an Applicant will be afforded substantial redress. If he cannot be afforded substantial redress at a hearing in due course then the matter qualifies to be enrolled and heard as an urgent application."

[14] The same reasoning should apply to all secondary considerations. A court must dispense justice when it is needed. In an urgent application, a court should always investigate whether an applicant cannot be afforded substantial redress in due course and hear the matter accordingly.

- [15] Whether an applicant will not be able to obtain substantial redress in an application in due course will be determined by the facts of each case. In this case, the Applicant has managed to show the court fully that her matter is urgent and what she needs assistance with is quite substantial and should she not receive the assistance she needs herein, she would not obtain a substantial redress. The Applicant fights for herself and the minor children as the Respondent has ceased paying for the matrimonial home bond, buying groceries like before, paying school fees and further taking care and buying cosmetics for the Applicant.
- [16] The importance of this is that the test for urgency begins and ends with whether the applicant can obtain substantial redress in due course. It means that a matter will be urgent if the applicant can demonstrate, with facts, that he requires immediate assistance from the court, and that if his application is not heard earlier than it would be in due course, any order that he might later be granted will by then no longer be capable of providing her with the legal protection she requires.
- [17] As such, harm does not find urgency. Rather, harm is a mere precondition to urgency. Where no harm has, is, or will be suffered, no application may be brought, since there would be no reason for a court to hear the matter. However, where harm is present, an application to address the harm will not necessarily be urgent. It will only be urgent if the applicant cannot obtain redress for that harm in due course. Thus: harm is an antecedent of urgency, but urgency is not a consequence of harm.

[18] I have considered the caselaw and have ordered that this matter be heard on an urgent basis as it involves the rights of children and the right to housing, and the law is settled on interim orders pending divorce matters.

[19] In terms of section 28 of the Bill of Rights, entitled "Children", says:

“Every child has the right to –

a name and a nationality from birth;

family care or parental care, or to appropriate alternative care when removed from the family environment;

basic nutrition, shelter, basic health care services and social services;

be protected from maltreatment, neglect, abuse or degradation;

be protected from exploitative labour practices

not be required or permitted to perform work or provide services that -

are inappropriate for a person of that child's age; or

place at risk the child's well-being, education, physical or mental health or

spiritual, moral or social development;

not be detained except as a measure of last resort, in which case, in addition

to the rights a child enjoys under sections 12 and 35, the child may be

detained only for the shortest appropriate period of time, and has the right to

be -

kept separately from detained persons over the age of 18 years; and

is treated in a manner, and kept in conditions, that take account of the child's

age; have a legal practitioner assigned to the child by the state, and at state

expense, in civil proceedings affecting the child, if substantial injustice would



otherwise result; and not be used directly in armed conflict, and to be protected in times of armed conflict.

### **BEST INTERESTS OF THE CHILD PARAMOUNT**

[20] In all matters concerning the care, protection and well-being of a child the standard that the child's best interest is of paramount importance, must be applied. Collis J in an unreported decision LD v PH 150/19<sup>1</sup> In South Africa, in addition to section 28 (2) of the Constitution, the common law principle that the High Court is the upper guardian of children obliges courts to act in the best interest of the child in all matters involving the child. As upper guardian to all dependent and minor children, courts have a duty and authority to establish what is in the best interests of children. Notably, in Mpofo this Court endorsed the approach in Kotze v Kotze: "The High Court sits as upper guardian in matters involving the best interests of the child (be it in custody matters or otherwise), and it has extremely wide powers in establishing what such best interest are. It is not bound by procedural strictures or by the limitation of evidence presented, or contentions advanced or not advanced, by respective parties".<sup>1</sup>

### **DUTY OF PARENTS TO SUPPORT THEIR CHILDREN**

[21] In terms of section 15 of the Maintenance Act 99 OF 1998

(1) Without derogating from the law relating to the liability of persons to support children who are unable to support themselves, a maintenance order for the maintenance of a child is directed at the enforcement of the common

---

<sup>1</sup> 150/2019, 9/5/19

law duty of the child's parents to support that child, as the duty in question exists at the time of the issue of the maintenance order and is expected to continue.

(2) The duty extends to such support as a child reasonably requires for his or her proper living and upbringing, and includes the provision of food, clothing, accommodation, medical care and education.

(3) (a) Without derogating from the law relating to the support of children, the maintenance court shall, in determining the amount to be paid as maintenance in respect of a child, take into consideration-

(i) that the duty of supporting a child is an obligation which the parents have incurred jointly;

(ii) that the parents' respective shares of such obligation are apportioned between them according to their respective means; and

(iii) that the duty exists, irrespective of whether a child is born in or out of wedlock or is born of a first or subsequent marriage.

(b) Any amount so determined shall be such amount as the maintenance court may consider fair in all the circumstances of the case.

(4) As from the commencement of this Act, no provision of any law to the effect that any obligation incurred by a parent in respect of a child of a first marriage shall have priority over any obligation incurred by that parent in respect of any other child shall be of any force and effect.

## **ANALYSIS**

[22] The Applicant approached this Court on an urgent basis, citing a failure by the Respondent to uphold his familial and financial responsibilities as outlined in the founding affidavit. This includes but is not limited to, providing adequate groceries, maintaining mortgage payments on the matrimonial home, and covering the educational expenses for their two minor and two major children, while also caring for the Applicant.

[23] The Applicant expresses grave concern that the failure to meet mortgage obligations may result in the sale of the matrimonial home, rendering her and their four children homeless. The affidavit reveals that the Applicant is customarily married to the Respondent, with divorce proceedings currently pending before this court. A point of contention in these proceedings is the Respondent's challenge to the validity of their customary marriage. The Applicant notes the Respondent's sporadic presence in their common home, often without explanation.

[24] The Applicant details that the Respondent, who has been the family's sole provider for over 15 years, is employed with a monthly income of R52,000.00. This income has historically been sufficient to support the Applicant and their family. However, as stated, the Applicant discovered in November 2023 that the Respondent had ceased paying the children's school fees, after being notified by the school. Despite the Applicant's attorneys communicating these concerns to the Respondent, there has been a lack of resolution or response, exacerbating the situation.

[25] The Applicant expresses extreme concern about the potential academic repercussions for their minor children, particularly regarding the inability to

access results or register for the following academic year, should the school fees remain unpaid. This is essentially critical for one child who is entering Grade 11, a pivotal year for university applications. Furthermore, the Applicant highlights the arrears in college fees for the major child, amounting to R27,087.00, which jeopardizes the completion of her degree and future academic or employment opportunities, given that the institution will withhold results without fee settlement.

[26] The applicant explained that she is in a dire situation, emphasizing her lack of means to secure alternative accommodation for herself and her minor children. She is reliant on the matrimonial home, which is at risk due to the Respondent's attempts to sell it amidst ongoing divorce proceedings and marital discord. She implored the court to urgently intervene judiciously in this matter to ensure the welfare and education of the children.

[27] The application is opposed. In her papers, applicant seeks an order authorizing maintenance for herself and three minor children, pendente lite; interim contact arrangements between the respondent (her husband) and the children pending finalization of the divorce action; and contribution towards her legal costs. Aside from the interim contact arrangements, applicant sets out the relief she requires from this court in the following terms:

[28] Applicant in this case describes herself as an unemployed, and unemployable, housewife who graduated with a degree in architecture. She states that she is not registered with the professional body of South African Architects, neither has she written the necessary professional exams, owing to lack of professional experience. Upon the court's enquiries as to the age of

the applicant, counsel submitted that she is 27. She states that, notwithstanding her efforts, she could not find employment in her line of qualification. She has also unsuccessfully applied to be a receptionist but claims she was not successful.

[29] The Applicant succeeded on the reliefs sought. The court ruled that because the Applicant has been depended on her husband for many years, now that their going through divorce, the parties must continue living the lifestyle they lived during the subsistence of the marriage and that the parties must not change their lifestyle due to divorce and greediness of the husband who is a provider for the family on the basis that he does not want to support and maintain the person he is now angry towards due to divorce.

[30] The Rule 43 of the High Court application provides an interim measures to help an applicant quickly and with minimal legal costs. This maintenance is called interim relief and may be applied for by the spouse needing maintenance assistance (applicant) for themselves or any children born during the marriage. This rule applies only when a couple are divorcing and one spouse requires interim maintenance.

[31] Since the marriage has not yet come to an end, it is the legal duty of the more financially stable spouse (respondent) to support the other (applicant) during the divorce proceedings as the marriage remains in force. The interim maintenance covers the time period during the divorce process and may be applied to cover the costs of finalizing the divorce. An extremely hostile divorce process may take years to finalize, in which case spouses need to be

safeguarded during this process. Depending on the circumstances, an application for interim relief can be brought:

[32] In exercising its discretion in the determination of the amount of the contribution towards the costs to be awarded, the court is bound by Act 108 of 1996, section 9(1) of the Constitution to guarantee both parties the right to equality before the law and equal protection of the law - the equity of arms. The court thereby ensures the protection of both the applicant and respondent spouses. The Applicant has set out her case and has demonstrated that she extremely needs the assistance of this court with the interim reliefs that she has sought in her papers and the Respondent is in a position to accommodate and comply with all the relief sought by the Applicant and there is no reason why the court should not grant the relief as sought by the Applicant.

[33] The Respondent has raised issues of services and the Rules of Rule 43 allows services to be effected to the Attorneys dealing with the main divorce and that this being an urgent application, the services can be effected by a way of emails directly to the Applicant and also WhatsApp to the Applicant. The Applicant and the Attorney were cordially served and the service affidavit explains that issue. Therefore, this issue stands to be dismissed. The certificate of urgency and non-compliance with the court directives as raised by the Respondent has already been pleaded before court on notice of motion and the Applicant has asked for condonation of none compliance.

[34] The Respondent cannot raise any technical issues without evidence of prejudice by such non-compliance and in the absence of prejudice, the issues raised stand to be dismissed.. The Respondent wasn't given a short notice

because he was told that the Rule 43 Application was looming as early as first week of November 2023, whilst the parties were still busy attempting to resolve the matter. This can be seen from the email correspondence from the Applicant's Attorneys to the Respondent's Attorneys already attached to the Applicant's papers.

[35] The Respondent was informed that if this matter is not resolved between the parties, a Rule 43 Application would be issued in due course as far as 30 October 2023 and 07 November 2023. The Respondent raises issues of the Annexures not being initial and that issue is not material to the facts before the court and the court should disregard and not entertain same. The Respondent opposes or files an answering application to resist the Application made by the Applicant, for maintenance pendente lite but fails to put the court into confidence. The Respondent does not attach his salary slips and or his current banking accounts to proof to the court that he is unable to maintain the Applicant and the minor children.

[36] The Respondent failed to adduce evidence to support his opposition and in that, he is unable to meet the demands requested by the Applicant. Without such evidence, it is evidence enough that the Respondent can be able to meet the demands of the Applicant but has just chosen to ignore them. The Respondent has conceded to his legal duty to support the Applicant and the children and has indicated that he is not running away from that obligation, the Respondent's failure to pay school fees, buy enough groceries, pay the bond in their matrimonial house, he has ran away and stopped providing and being responsible towards the children and the Applicant.

[37] It is common cause that the Applicant and the Respondent were previously married to each other in community of property and the marriage was dissolved in court and thereafter the parties rekindled and entered into a customary marriage, which the marriage still subsists. It is denied that the urgent application which the Applicant had brought was struck off the roll. The Application was removed from the roll because the Respondent and his Attorneys had requested a roundtable to resolve the matter of the Respondent's intending to sell the house, which matter was resolved and the house was not sold. The Annexure of the court order as Annexure C in Respondent's papers can show that this matter was removed from the roll and not struck from the roll.

[38] The court also emphasized on the issue of the settlement agreement between the parties that the house cannot be sold as per clause because the property cannot be divided and the Applicant is to reside in the property with her kids. During November 2023, the Respondent continued with the sale of the house and acted abruptly so. This is not a matter of validity of customary marriage but a mere rule 43 application on an urgent basis and the Applicant seeks interim reliefs pending the main action of her divorce.

[39] The Respondent should come and raise issues dealing with validity of customary marriage in the main action and not here. In this Application before the court, the Respondent needs to ensure that the issue of whether he can afford maintenance as claimed by the Applicant is feasible or not and whether he can afford and or cannot afford such demands. The Respondent has failed to satisfy the court on those issues and has not filed a case in opposition to what the Applicant seeks before this court.



[40] Therefore Respondent's submission is baseless and wrong as they are not dealing with Rule 43 Application but the aspects to be addressed and dealt with in the main divorce action. The issue raised by the Respondent are facta probanda issues and the evidence will be led in the main divorce action but for purposes of this application, only maintenance points need to be addressed and entertained. The Applicant denies the points and issue raised that the amount claimed as Lobola by the Applicant was for damages.

[41] In the Venda Culture or tribe, there is no way damages would be paid after 4 children and a celebration even be done. There is no celebration for damages and damages cannot be paid more than 15 years later. It is an incorrect and misleading tactic that the Respondent wants to rely on. The points and paragraphs dealing with tantrums made against the Applicant's Attorney of record are noted and the same shall not be entertained and or argued as it is irrelevant to the Rule 43 Application before this court. The Respondent says he has made arrangements with the school but fails to furnish any proof of same. The children's school fees every month are increasing in arrears and it is incorrect to state that there are arrangements in place.

[42] The Respondent would have adduced evidence to support same. The Respondent was approached by the Attorney for the Applicant on arrangements of settling the outstanding fees but the Respondent and his Attorney, did not respond and or come back with a plan and now the Applicant brought this matter in court and the Respondent says arrangements could be made. The Applicant spent the whole pension and provident fund from her previous marriage divorce with the Respondent in renovating the matrimonial home for the benefit of herself and the children.

[43] It is denied that the Applicant has any running businesses and those businesses are just registered with CIPC but not working and or running at all. The Applicant further denies that she can be able to obtain employment with her certificates to enable her to carry and take over responsibilities that the Respondent has been carrying in the matrimonial home. The Respondent indicates an amount he spends on the matrimonial house but does not attach and or adduce evidence of same. He has failed to attach his financials documents.

[44] Finally, the Respondent has failed to adduce evidence to support his opposition of this Rule 43 Application and the Respondent is focusing and replying or answering to a wrong case or set of facts. The set of facts before this court is for maintenance, and to answer and oppose the maintenance case, the Respondent is supposed to be taking this court into confidence by indicating that he cannot afford and attach proof to support same. The Respondent has failed to deal with and address his opposition to the Rule 43 Application and as such, the Application should be granted with costs. 54.

### **CONCLUSION**

[45] The legal framework surrounding spousal maintenance claims in disputed customary marriages in South Africa remains complex and not fully resolved. The issue at hand involves the contested existence of a customary marriage, which is central to the determination of maintenance claims.

[46] The Applicant's denial of the Respondent's assertion that Lobola was sought as damages is noted. However, the crux of the matter lies in establishing the legal status of their customary marriage. According to the provisions set out in

South African law, particularly in situations where the marriage officer is uncertain about the existence of a customary marriage or where there is a dispute between the parties on this issue, it is imperative for one of the parties to seek a declaratory order from the High Court. This order would serve to confirm the existence of the customary marriage and direct the Department of Home Affairs to register it.

[47] Section 4(9) importantly clarifies that the failure to register a customary marriage does not inherently invalidate the marriage. However, in the context of this case, obtaining a declaratory order becomes crucial. It is incumbent upon the Applicant, who is seeking maintenance, to initiate this process. The declaratory order would provide a definitive legal standing regarding the existence of the customary marriage, which is a prerequisite for adjudicating spousal maintenance claims.

[48] Therefore, for the maintenance claim to be properly considered, the first step for the Applicant should be to obtain this declaratory order confirming the status of the customary marriage. Without this legal confirmation, the court's ability to rule on maintenance issues is significantly hampered.

[49] Although the Respondent suggests that arrangements for settling outstanding fees could be made, the evidence to substantiate this claim is not clearly presented in the documentation provided. It appears that the Applicant's attorney had previously reached out to the Respondent regarding these arrangements, but there was no response or proposed plan from the Respondent or his attorney. Consequently, the Applicant was compelled to

bring the matter to court. It is noteworthy that the Applicant reportedly utilized the entirety of her pension and provident fund from a previous marriage, in collaboration with the Respondent, to renovate the matrimonial home, benefiting both herself and the children. However, regarding the specific arrangements for fee settlement, the details remain ambiguous and are not explicitly apparent in the documents reviewed.

[50] The claim that the Applicant operates active businesses is refuted; it is asserted that while businesses may be registered with CIPC, they are not operational. Additionally, the Applicant contests the notion that her qualifications could readily secure employment, enabling her to assume financial responsibilities previously borne by the Respondent in the matrimonial home. On the matter of household expenses, the Respondent has cited specific amounts spent on the matrimonial home, yet crucially, has not provided supporting evidence or financial documentation to substantiate these claims. The absence of these financial documents is noted.

[51] The Respondent has affirmed his ongoing commitment to fulfilling his financial obligations, including the payment of the mortgage bond, property rates and taxes, electricity bills, as well as the educational expenses encompassing both school and college fees. He has acknowledged the existence of outstanding accounts and has indicated that appropriate arrangements are in place to address these. Through legal representation, the Respondent has reassured that he will maintain the continuity of these payments, despite facing certain challenges. Given that the parties are currently undergoing divorce proceedings, it would be prudent to formalize an order that delineates

and confirms the responsibilities of the Respondent during the interim period until the conclusion of the divorce.

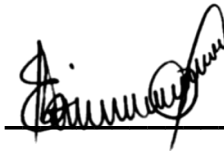
[52] In reviewing this case, the Respondent has not presented sufficient evidence to effectively counter the Rule 43 Application. Instead, the focus of the Respondent's arguments appears misaligned, addressing a different set of facts altogether. The pertinent issue before the court is one of maintenance. To adequately oppose this maintenance application, it would be incumbent upon the Respondent to demonstrate, with appropriate evidence, an inability to afford the requested maintenance. This should include providing concrete financial information and related documentation to substantiate such a claim. However, the Respondent has failed to address these crucial aspects in their opposition to the Rule 43 Application.

### **ORDER**

[53] I find in favour of granting the Applicant with costs. I have considered the draft order and have amended it accordingly.

1. Dispensing with forms, service, and time periods prescribed in terms of the Uniform Rules of Court, and directing that the matter be heard as one of urgency in terms of Rule 6 (12) of the Uniform Rules of Court;
2. Non-compliance with the court directives if any be accepted and condoned;
3. That the interim parental rights and responsibilities in respect of the primary care and residency of the three minor children, be awarded to applicant pending the divorce action;

4. That the interim parental rights and responsibilities in respect of contact with the minor children be awarded to the Respondent;
5. That the Respondent pays interim children maintenance to the Applicant, to an amount of R10 500.00 per month, pending the outcome of the divorce action.
6. That the Respondent continues to pay the mortgage bond, rates and taxes, electricity, school fees, and college fees of all children or make arrangements where necessary accordingly.
7. Costs of suit.



---

**ACTING JUDGE OF THE GAUTENG HIGH COURT**

**KHWINANA ENB**

Type text here

COUNSEL FOR THE APPLICANT: ADV KGOTSO.M. NTJANA

Email address: kgotsontjana@gmail.com

Instructed by S.L ATTORNEYS MR. L Siphuma

COUNSEL FOR RESPONDENT: MR M.M MATLALA

Instructed by: MM Matlala Attorneys

DATE OF HEARING: 07 December 2023

DATE OF JUDGMENT: 14 December 2023