**IN THE HIGH COURT OF SOUTH AFRICA**

**GAUTENG DIVISION, PRETORIA**

**CASE NO: 2025-137857**

In the matter between:

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| --- | --- | --- |
| **PETER ANDREW FAUCITT** | Applicant | |
| and |  | |
| **JACQUELINE FAUCITT** | First Respondent | |
| **DANIEL JAMES FAUCITT** | Second Respondent | |
| **REGIMA WORLDWIDE DISTRIBUTION (PTY) LTD** | | Third Respondent |
| **REGIMA SKIN TREATMENTS CC** | | Fourth Respondent |
| **VILLA VIA ARCADIA NO CC** | | Fifth Respondent |
| **STRATEGIC LOGISTICS CC** | | Sixth Respondent |
| **FIRSTRAND BANK LTD t/a FIRST NATIONAL BANK** | | Seventh Respondent |
| **ABSA BANK LTD** | | Eighth Respondent |
| **THE COMPANIES AND INTELLECTUAL PROPERTY COMISSION** | | Ninth Respondent |

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**ANSWERING AFFIDAVIT**

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I, the undersigned

**JACQUELINE FAUCITT**

Do hereby make oath and state as follows:

1. I am a major female businessman residing at 20 Rive Road, Morning Hill, Bedfordview. I am cited as the First Respondent in this application.
2. The facts contained herein are, save where otherwise stated or where the context indicates otherwise, within my own personal knowledge and are to the best of my belief both true and correct.

## PURPOSE OF THIS AFFIDAVIT

1. I have read the founding affidavit deposed to by the Applicant, my husband, and I respond thereto as set out below. Insofar as I do not specifically deal with any of the allegations made by the Applicant in the founding papers, they are denied.
2. I depose to this affidavit for the anticipation of an *ex parte* order alternatively for the reconsideration of the *ex parte* order which was granted against myself and the my son, Daniel Faucitt (the Second Respondent) on 19 August 2025. A copy of this order is attached marked “**JF1**”.
3. In this regard, and as I will demonstrate below, the Applicant has abused the process of this Honourable Court by surreptitiously obtaining an *ex parte* order against my son and I in terms of which we were essentially “locked out” of our own businesses so that the Applicant could take full control of the management of the businesses.
4. To this end, and as will also be demonstrated below, neither I nor the Second Respondent have misappropriated the funds of the business and that, contrary to what the Applicant contends, the “rot” in the business that needs to be stopped is the unlawful conduct by the businesses bookkeeper, Rynette Farrar (“Rynette”), who has misappropriated company funds and taken full control over the various business entities.
5. I believe that Rynette has sought to mislead the Applicant into believing that I and the Second Respondent have caused the businesses to allegedly suffer and has manipulated the Applicant to turn against us.
6. It bears mentioning that the Applicant is very impressionable and can be manipulated easily. His memory, reasoning, and judgment have deteriorated, and I believe he may be exhibiting signs consistent with early-onset dementia. Furthermore, I believe that he is having an extra-marital affair with Rynette and that they are conspiring together to exclude me and the Second Respondent from the businesses.
7. Apart from the above, I will also show that neither I nor the Second Respondent have conducted ourselves recklessly and there is no support for the allegations made in the application concerning our alleged financial mismanagement of the businesses. Any mismanagement has been carried out by Rynette, and possibly by also the Applicant, who have sought to exploit corporate opportunities for themselves and transfer all the business of the entities to new companies.
8. I am advised that this conduct constitutes a breach of the Applicant’s fiduciary duties as a director and that, in so far as Rynette is concerned, her conduct constitutes theft and fraud. I will show the above Honourable Court, based on information that recently came to light, that Rynette is conducting herself in this manner.
9. At the outset I set out the background to this application and thereafter, I provide a sequential response to the allegations made in the founding affidavit. Lastly, I will explain why this Honourable Court ought to set aside, alternatively, reconsider and set aside, the *ex parte* order that was granted.

## BACKGROUND

1. The Applicant, along with myself and the Second Respondent are all directors and/or members of the Third, Fourth, Fifth and Sixth Respondent. These businesses form part of RegimA group of companies, which forms part of the family’s business operations.
2. The businesses in question are primarily engaged in the manufacture, marketing, and international distribution of skincare and cosmetic products developed under the “RegimA” brand. This brand of skincare products are sold to medical practitioners, both in South Africa and in the United Kingdom, to treat medical conditions such as severe scaring.
3. In this regard, the various director searches are attached marked “**JF2**”, “**JF3”** and “**JF4**”.
4. These searches evidence that all three of us are reflected as directors and/or members in the following entities:
   1. RegimA Worldwide Distribution (Pty) Ltd (the Third Respondent) – Registration Number 2011/005722/07; and
   2. Strategic Logistics CC (the Sixth Respondent) – Registration Number 2008/136496/23.
5. These two entities form the core of the RegimA business structure, and are instrumental in the import, export, and distribution functions of the brand. They have historically been operated under the collective management and direction of the three of us.
6. In addition to the above, the Applicant and I are further reflected as co-members and/or directors of several other business entities, being:
   1. Aymac International CC – Registration Number 1999/061687/23;
   2. Corpclo 2065 CC – Registration Number 2003/086391/23;
   3. Corpclo 2304 CC – Registration Number 2005/014378/23;
   4. RegimA International Skin Treatments CC – Registration Number 2008/127748/23;
   5. RegimA Skin Treatments CC (the Fourth Respondent) – Registration Number 1992/005371/23;
   6. RegimA Spazone (Pty) Ltd – Registration Number 2017/081833/07; and
   7. Villa Via Arcadia No. 2 CC (the Fifth Respondent) – Registration Number 1996/004451/23.
7. These entities were established at various times to manage distinct aspects of the RegimA operations, including research and development, local distribution, property holdings, and licensing arrangements.
8. Our son, the Second Respondent, has in more recent years been appointed as a director of a number of related and subsidiary entities associated with the RegimA brand, namely:
   1. RegimA Zone (Pty) Ltd – Registration Number 2017/110437/07;
   2. RegimA Zone Academy (Pty) Ltd – Registration Number 2017/113134/07;

## MY ROLE AS REGULATORY RESPONSIBLE PERSON

It is crucial for this Honourable Court to understand that I am not merely an "administrative assistant" as the Applicant may suggest, but rather serve as the legally designated "Responsible Person" for RegimA International Skin Treatments across 37 international jurisdictions.  
  
This designation is not administrative but a strict regulatory requirement under international cosmetics and skin treatment regulations, particularly EU and UK Cosmetics Regulations. As Responsible Person, I bear personal legal liability and regulatory authority that cannot be delegated or transferred without regulatory approval.  
  
My responsibilities as Responsible Person include:  
- Product Information Filing and Cosmetic Product Notifications (CPNP)  
- Toxicology studies and safety assessments oversight  
- Good Manufacturing Practice (GMP) compliance  
- Regulatory liaison with authorities in 37 jurisdictions  
- Continuous market surveillance and safety monitoring  
  
The ex parte interdict has effectively excluded someone with critical regulatory duties from the business operations. This creates serious compliance risks as the businesses cannot legally operate in these 37 jurisdictions without the designated Responsible Person's involvement.  
  
This regulatory role demonstrates not only my legitimate operational authority but also my expertise and capability, as trusted by 37 different regulatory bodies internationally. Any suggestion that I lack capacity or authority is directly contradicted by these extensive regulatory responsibilities.

* 1. RegimA Zone Impact (Pty) Ltd – Registration Number 2017/109415/07;
  2. RegimA SA (Pty) Ltd – Registration Number 2017/087935/07;
  3. RegimA Medic (Pty) Ltd – Registration Number 2017/087877/07;
  4. Unicorn Dynamics (Pty) Ltd – Registration Number 2016/307425/07;
  5. Rezonance (Pty) Ltd – Registration Number 2017/081396/07 (currently in deregistration process);
  6. Jozi Way Trading (Pty) Ltd – Registration Number 2016/240702/07 (currently in deregistration process); and
  7. Pandamania (Pty) Ltd – Registration Number 2021/306676/07 (under restoration process).

1. These entities are either operationally or historically linked to the RegimA group and its associated business ventures. The Second Respondent’s appointment in many of these companies illustrates his increased participation in the management and business affairs of the family’s corporate interests.
2. The significance of these overlapping directorships lies in the fact that the entities are collectively managed, financed, and controlled by the family, and decisions relating to their operations have historically been taken jointly.
3. Notwithstanding the above, I record that all three of us have, over the years, been integrally involved in the operations of the RegimA group of companies. However, in practice, the Second Respondent and I have assumed the primary responsibility for the day-to-day running of the businesses.
4. The Second Respondent and I have, for a considerable period, managed and overseen the daily operations, financial administration, and compliance functions of the companies. We have ensured that the businesses are conducted lawfully, efficiently, and in accordance with the provisions of the Companies Act 71 of 2008 (“the Companies Act”). We have at all times acted in good faith, exercised proper control over financial and operational matters, and discharged our fiduciary duties diligently and honestly.
5. The Applicant, on the other hand, has not been involved in the administrative or operational affairs of the companies for many years. The Applicant is not computer literate and does not have access to, or understanding of, the electronic accounting systems, online banking platforms, or digital reporting mechanisms that underpin the management of the businesses. All administrative, financial, and compliance-related functions (including correspondence with accountants, SARS, and service providers) are handled exclusively by the Second Respondent and myself.
6. The Applicant’s role in the companies has in recent years been nominal and non-executive in nature, limited primarily to historical association. He is no longer participates in strategic meetings, financial planning, or operational decision-making, and has not been involved in the preparation or approval of management accounts, stock records, or corporate filings.
7. Based on my personal interactions and observations over an extended period, I have become increasingly concerned about the Applicant’s cognitive capacity and ability to make sound decisions. His memory, reasoning, and judgment have, in my opinion, noticeably deteriorated over time (the Applicant is currently 72 years old), and I believe that he may be exhibiting signs consistent with early-onset dementia.
8. The Applicant displays severe confusion at times regarding simple matters and is erratic in his decision making. He has, to a large extent, given Rynette free reign to run the businesses which the Second Respondent and I have taken issue with. Rynette has access to all the Applicant’s passwords and login details to the various financial software used in the various businesses.
9. Rynette is able to unilaterally, and without needing the approval of the Applicant, myself or the Second Respondent, email customers and transfer funds. She has unfettered access to all of the books of account as well as customer lists and bank accounts.
10. With this said, the Applicant is computer illiterate and lacks the requisite ability to perform administrative or financial functions independently. He views a computer as being nothing more than a paperweight. As a result, any work that he purports to undertake in relation to the companies’ affairs is, in truth, executed by Rynette, who prepares, manages, and transmits such documents on his behalf. He has effectively given Rynette direct control and access over company records, correspondence, and financial documentation, further blurring the lines between her professional duties and the Applicant’s personal reliance on her.
11. The reliance placed on Rynette by the Applicant as well as the ability to do as she pleases in the affairs of the company, have created an increasingly unstable working environment. The Second Respondent and I would often confront the Applicant about the trust he places in Rynette, however, the Applicant would tell us that there is nothing wrong with Rynette having unfettered access to the businesses.
12. To make things worse, I believe that the Applicant has started an extra-marital affair with Rynette and that she has been manipulating him to gain access to the businesses so as to misappropriate the corporate opportunities. As at the date of deposing to this affidavit, Rynette has access to each and every account in the businesses.
13. The Second Respondent and I believe that Rynette will do everything in her power to ensure that she remains in control of the businesses and that her fraud is not uncovered.
14. The above circumstances have created an increasingly unstable working environment, which the Second Respondent which I have attempted to manage. Notwithstanding these difficulties, we have continued to conduct ourselves with integrity, prioritising the business’ interests, the staff’s wellbeing, and compliance with all statutory and fiduciary obligations. We have certainly not conducted ourselves in an improper manner.

## THE INTERDICT GRANTED ON 19 AUGUST 2025 BEFORE THE HONOURABLE JUSTICE KUMALO

1. On 19 August 2025, the Applicant approached this Honourable Court and obtained an urgent *ex parte* interim order against myself and the Second Respondent. The application was brought without any notice to us, and we were therefore denied the opportunity to place material facts before the Court which, had they been disclosed, would have demonstrated that the relief sought was both unnecessary and unjustified.
2. In terms of the said interim order, we were, *inter alia*:
   1. Interdicted and directed to surrender all bank cards and access devices relating to the Third to Sixth Respondents, being companies forming part of the RegimA group of entities;
   2. Interdicted and restrained from opening, operating, or having access to any other bank accounts in the names of the Third to Sixth Respondents;
   3. Interdicted and prohibited from dealing in any way with the management, administration, or day-to-day operations of the Third to Sixth Respondents; and
   4. Interdicted and excluded from participating in or contributing to the forensic investigation which the Applicant has purportedly initiated in respect of the same companies.
3. The Applicant’s approach in seeking such extensive and punitive relief on an *ex parte* basis constitutes, in my respectful view, a gross abuse of the court process. The application was brought under the guise of urgency and necessity, yet no factual or legal basis existed for the drastic order that was granted against us.
4. It bears emphasis that, for many years, the Second Respondent and I have been the individuals responsible for the practical, financial, and administrative management of the companies. We oversee staff, suppliers, customer relations, and compliance. The Applicant has, by contrast, had no meaningful involvement in these functions, as she is not computer literate, lacks the requisite understanding of financial systems, and has not participated in operational decision-making for a considerable time.
5. The granting of order has therefore had severe and far-reaching consequences. It has effectively paralysed the ongoing operations of the companies and created instability within the businesses, resulting in delays in supplier payments, payroll difficulties, and disruption to client orders and export commitments. The employees and trading partners of the RegimA group have been left in a state of uncertainty and distress.
6. As a result thereof, I and the Second Respondent have been locked out of the businesses and the Applicant essentially has essentially taken over the businesses. His actions are, in my respectful view, motivated by personal animosity and an intention to seize unilateral control of the business entities in question.
7. The urgentapplication was an abuse of process, designed not to protect the companies, but to advance the Applicant’s own agenda. The order obtained is both unjust and oppressive, and it has resulted in significant prejudice to myself, the Second Respondent, and the employees whose livelihoods depend on the continued and lawful operation of the businesses.
8. I accordingly place before this Honourable Court a detailed account of the procedural irregularities, material non-disclosures, and misrepresentations contained in the Applicant’s founding papers through *ad seriatum* response, which collectively demonstrate the *mala fides* underpinning her approach to this Court.

## WHAT OCCURRED AFTER THE GRANTING OF THE INTERIM INTERDICT

1. After the interim interdict was granted, the Second Respondent and I appointed ENSAfrica (ENS) as our attorneys of record. Unfortunately, their handling of the matter was unsatisfactory and their mandate was terminated.
2. Rather than protecting our interests or addressing the abuse of the *ex parte* order, ENS arranged lengthy round-table meetings between ourselves and the Applicant that lasted nearly eight hours, during which we were pressured to settle.
3. ENS thereafter produced two draft settlement agreements, one dealing with a forensic audit and the other with medical testing, copies of which are annexed as **“JF4”** and **“JF5”**.
4. In respect of the forensic audit, the agreement records that the parties consented to the appointment of Forvis Mazars to conduct a forensic investigation into the financial affairs of the Third to Sixth Respondents, to examine alleged irregularities in payments and financial management. All parties were to cooperate with the investigators and answer questions honestly. The costs of the investigation were to be paid by the companies themselves, and pending the report, transactions on the company accounts were to be conducted transparently, with the Applicant notifying myself and the Second Respondent of each transaction.
5. The agreement further provided that Second Respondent would be reimbursed for legitimate business expenses incurred personally and that mediation would resume once the forensic report was delivered. Each party would bear their own legal costs.
6. In essence, this document sought to regulate the interim running of the businesses while the forensic audit was pending, but did not meaningfully resolve the underlying disputes or address the abuse of the original interdict.
7. In respect of **JF5**, this agreement provided that all three parties (the Applicant, myself and the Second Respondent) would undergo psychiatric evaluations by mid-October 2025 and drug screening (hair-follicle tests) by early October 2025. The professionals conducting the assessments were to be jointly selected by the parties’ attorneys, or failing agreement, appointed by the Gauteng Family Law Forum, and each party would bear their own costs. The resulting reports would be furnished to the attorneys.
8. It further required strict confidentiality, prohibiting disclosure of the agreement or any medical reports without mutual written consent. The document was stated to be the sole agreement on medical testing, not capable of variation except in writing.
9. In summary, the agreement imposed intrusive and unnecessary testing obligations on all parties, including myself, under circumstances of significant pressure and without proper justification or judicial direction.
10. The aforesaid settlement agreements (**JF4** and **JF5**) were not entered into freely or voluntarily but under circumstances of sustained intimidation, coercion, and duress. At the time of signing, I was still (and currently) residing with the Applicant, in the same household, a situation that rendered me exceptionally vulnerable. The Applicant’s conduct during this period was menacing, volatile, and manipulative.
11. He repeatedly told me in explicit terms that if I did not sign the agreements, he would “*kill me*” and “*make sure I regret it*.” These threats were delivered in a deliberate and intimidating tone. They were made with the clear intention of instilling fear and compelling my compliance. I was terrified of him and believed that defying him would have immediate and possibly fatal consequences.
12. I still do not have an interim protection order against the Applicant. This is not due to a lack of fear or evidence, but because I remain in an extremely precarious position. I have no safe or affordable alternative accommodation and nowhere else to go as the Applicant has now switched off the tap.
13. The Applicant continues to reside in the same property, and I am effectively trapped by circumstance and fear. My greatest concern is that if I were to obtain a protection order resulting in his eviction, it would escalate his anger and provoke retaliation. Given his temperament and prior conduct, I have a genuine and reasonable fear that he would seek to harm me through others or orchestrate my death by indirect means. In other words, while a protection order might remove him physically from the property, it would likely heighten the danger to my life.
14. As a result, I have remained in the shared home under constant fear, attempting to maintain peace in order to survive. My continued presence there is not a sign of consent, tolerance, or reconciliation but of necessity and fear. The Applicant’s awareness of my lack of safe alternatives allowed him to weaponise my circumstances against me. Under these oppressive conditions, I was coerced into signing the settlement agreements against my will. Mine nor the Second Respondent’s consent was therefore not freely and voluntarily given but was extracted through intimidation, psychological pressure, and fear for my life. The agreements are thus tainted by duress and coercion and must accordingly be declared invalid and of no force or effect.
15. I now reply sequentially to the allegations made in the founding affidavit.

## AD PARAGRAPH 1 TO 1.3

1. The contents herein are admitted in so far as it relates to the Applicant’s identity number and address.
2. I however deny that the facts set out by the Applicant are both true and correct.

## AD PARAGRAPH 2 TO 2.4

1. The contents herein are admitted in so far that the Applicant has obtained legal advice but it is denied that he is personally and continuously involved with the subject matter.

## AD PARAGRAPH 3 TO 3.10

1. The contents herein are admitted in so far as the Applicant and the citation of the Respondents are concerned.

## AD PARAGRAPH 3.11 TO 3.13

1. The contents herein are admitted.

## AD PARAGRAPH 4

1. I admit that this Court has jurisdiction to determine this matter.

## AD PARAGRAPH 5

1. It is admitted that the Applicant purports to rely on section 162(2) of the Companies Act, and that he is a director and shareholder of the Third Respondent, being RegimA Worldwide Distribution (Pty) Ltd. It is, however, denied that the Applicant is a *member* of the Third Respondent, as the said entity is a private company (Pty) Ltd and not a close corporation, and therefore does not have members as contemplated in the Close Corporations Act 69 of 1984.
2. It is further admitted that the Applicant is a member of the Fourth to Sixth Respondents, which are close corporations duly registered in terms of the Close Corporations Act. Save as aforesaid, the remaining allegations are denied, and the Applicant’s reliance on section 162 is contrived, as the statutory grounds for delinquency or probation are not met on any factual or legal basis.

## AD PARAGRAPH 6 TO 6.5

1. The contents herein are admitted.

## AD PARAGRAPH 7 TO 7.1

1. The contents herein are admitted in so far that Daniel Bantjies (“Daniel”) attended the corporations office for various tax-related admin. Save for the remainder and his confirmatory, I deny its truthfulness thereto.

## AD PARAGRAPH 7.2 TO 7.5

1. The contents of these paragraphs are denied. The alleged discrepancies and irregular payments referred to by the Applicant are entirely misconstrued and misleading – same will be discussed below when the Second Respondent’s bank statements. All payments made through the companies’ banking accounts were legitimate business expenses, duly authorised in the ordinary course of operations, and supported by proper documentation and accounting records.
2. The Applicant’s suggestion that these payments were suspicious or unexplained is false. The payments in question related primarily to Information Technology (IT) systems and infrastructure (including web services, hardware maintenance, software subscriptions, data security, and system upgrades) all of which were integral to the efficient running of the RegimA group. These expenses were routine, properly budgeted, and fully traceable within the companies’ financial systems.
3. It is denied that the Second Respondent, Daniel Faucitt, has been erratic in any way. On the contrary, Daniel is a person of exceptional intellect, discipline, and professionalism. He holds a degree in Electronic Engineering and an Honours degree in Applied Mathematics, and he applies these qualifications directly to his role within the RegimA group. His work focuses primarily on the numerical, technical, and systems-driven aspects of the businesses, including analytical modelling, IT coordination, and data management. He is a meticulous and methodical individual, and his contributions have been instrumental in ensuring the companies’ continued efficiency and innovation.
4. The Applicant’s attempt to characterise Daniel’s conduct as erratic is unfounded and constitutes a deliberate effort to undermine his credibility and competence. The Applicant has no technical or mathematical expertise and therefore lacks the understanding necessary to appreciate Daniel’s specialised role and the highly analytical nature of his work.
5. In regard to the cancellation of the business bank cards, this action was both bizarre and unjustified. Despite allegedly discovering issues as far back as June 2025, the Applicant never once discussed these concerns with either myself or the Second Respondent. There was no communication, query, or meeting to clarify or investigate any supposed irregularities. Instead, the Applicant unilaterally cancelled the cards (including his own) without warning or consultation. Such conduct is irrational and entirely inconsistent with the behaviour of a person genuinely attempting to resolve a legitimate concern.
6. Neither I nor the Second Respondent were ever requested to produce invoices or proof of expenses, as all records were readily available and could have been reviewed at any stage. The Applicant’s failure to engage with us, despite his alleged concerns, demonstrates that this issue was manufactured after the fact to create a narrative of impropriety where none existed.
7. Accordingly, the allegations in these paragraphs are denied in their entirety. The Applicant’s conduct reflects neither transparency nor good faith, but rather an attempt to create a paper trail of supposed irregularities in order to justify his later hostile and opportunistic actions. Both the Second Respondent and I continue to perform our roles with diligence, integrity, and full compliance with all statutory and fiduciary obligations.

## AD PARAGRAPH 7.6

1. The allegations in this paragraph are denied. The Second Respondent did not fail to account for transactions. On the contrary, **PF7** show the Second Respondent actively clarifying the accounts and seeking access to supporting documents that had been unilaterally restricted by the Applicant.

## AD PARAGRAPH 7.7 TO 7.8

1. it is admitted that certain subscriptions were halted as a result of the Applicant’s unilateral cancellation of the relevant company bank cards. The Second Respondent did not, in any way, shape, or form, adopt a “superior” position as alleged. On the contrary, he at all times acted cooperatively and in good faith to resolve the operational disruptions caused by the Applicant’s actions, as will be discussed more fully below.

## AD PARAGRAPH 7.9 TO 7.11

1. The contents hereof are **denied**. The annexure referred to as **PF7** does not, as alleged, confirm “all of the above.” On the contrary, the communications contained therein demonstrate that the Second Respondent and his assistant repeatedly provided the Applicant and his representatives with the necessary information, documentation, and explanations regarding the company’s subscriptions and financial transactions. The Second Respondent further made available his login details and administrative credentials to ensure that the Applicant and the relevant accountants could directly access all subscription and payment accounts. The allegation that the annexure “confirms” the Applicant’s version is therefore false and misleading.
2. It is clear that the communications reflected in Annexure PF7 were not initiated upon the Applicant’s instructions, but rather by the Second Respondent’s assistant acting on his behalf to clarify and rectify the disruptions caused by the Applicant’s unilateral cancellation of the company bank cards. The correspondence clearly reflects that the Second Respondent’s office was actively engaged in assisting the Applicant’s office and accountants to obtain information and continuity of company operations, not the other way around.
3. The contents hereof are denied. The Second Respondent did and could provide all relevant invoices, supporting documentation, and transaction records as reflected in Annexure **PF7** – this is clear from the annexure itself, which include chats attaching the invoices, renewal confirmations, and transaction logs for the company’s subscriptions. The Second Respondent acted transparently and in good faith throughout and provided full access and cooperation. The allegation that he failed or was unable to provide the relevant invoices is false and without foundation.

## AD PARAGRAPH 7.12 TO 7.13

1. The contents hereof are denied. It is evident from **PF7** that the Second Respondent engaged appropriately and transparently with staff members and did nothing improper. The Applicant’s own version, when read together with the annexure, undermines his allegations. The Second Respondent provided the relevant documents, spreadsheets, and login credentials to ensure that the Applicant and his representatives had full access to the company’s accounts and records.
2. It is false and misleading to allege that the Second Respondent elected not to provide employees or staff with access to their historic emails and email accounts. The Second Respondent in fact provided full cooperation, including his login credentials, shared spreadsheets, and access details to the relevant accounts, as evidenced by the correspondence and documents annexed to these proceedings. The statement that he did so “on an ad hoc basis, as it suited him” is a fabrication and contradicted by the documentary record. The Applicant’s own annexures reflect that the Second Respondent engaged extensively with staff and acted transparently at all times. Accordingly, the Applicant’s own version is entirely false and must be rejected in its entirety.

## AD PARAGRAPH 7.14 TO 7.15

1. The contents herein are denied. The alleged “interference” did not continue as the Second Respondent fully complied with all requests made of him. Any suggestion that his transparency was not in the interests of the corporations is both illogical and ironic, as the Second Respondent provided all information, documents, and access credentials when requested. His conduct was consistent, cooperative, and entirely aligned with the proper administration of the entities.

## AD PARAGRAPH 7.16 TO 7.17

1. It is admitted that I approached the Seventh and Eighth Respondents to obtain replacement bank cards, as I had no knowledge or understanding of the reasons why the existing cards had been cancelled. It appeared to me to be a routine administrative step to request new cards once the previous ones were deactivated, and at no point was I made aware that any issue or allegation existed regarding the said accounts or their operation.
2. It is, however, categorically denied that any transactions or related financial matters were ever discussed with me, as alleged by the Applicant. The Applicant never once engaged with either myself or the Second Respondent on any issue concerning the accounts, the cards, or the financial management of the companies. There was no communication, meeting, or correspondence in which any such concerns were raised prior to the institution of these proceedings.
3. Had the Applicant acted in good faith and communicated his concerns, either myself or the Second Respondent would have immediately sought to clarify and resolve any perceived “irregularity” or misunderstanding. Instead, the Applicant chose to act unilaterally and proceeded by way of an *ex parte* application, effectively excluding both myself and the Second Respondent from any participation or opportunity to respond.
4. This conduct was calculated and strategic, and it demonstrates that the Applicant’s intention was not to address a legitimate concern but to execute a hostile takeover of the companies by removing the very individuals who were responsible for their day-to-day operations and financial administration. The Applicant’s actions, taken without notice, and in direct disregard of procedural fairness and corporate governance , are indicative of a deliberate attempt to seize control of the corporate entities through judicial means rather than transparent engagement.
5. Accordingly, the contents of these paragraphs are denied to the extent that they misrepresent the sequence of events and are entirely inconsistent with the Applicant’s own conduct and the factual reality of what transpired.

## AD PARAGRAPH 7.18 TO 7.20

1. The contents herein are vehemently denied. I did not adopt any “I will show you” approach as alleged by the Applicant. The Applicant was in fact approached jointly by myself and the Second Respondent regarding a director’s loan which the Second Respondent had requested. The payment of R500 000 was accordingly made as part of this director’s loan, not as a personal “birthday gift.”
2. The reference to a “birthday gift” in the transaction description was merely a convenient label for ease of reference in the company’s internal payment system, and not an indication of the nature or purpose of the transaction. The funds were recorded and treated as a director’s loan in accordance with proper corporate accounting practices, subject to repayment, and form part of the company’s loan ledger.
3. Furthermore, it is denied that this was done without the Applicant’s knowledge. At all times, the Applicant was aware that the Second Respondent drew a director’s loan, and such loans have historically been permissible and recorded in the company’s books. The expenditure was therefore entirely legitimate and falls squarely within the ambit of lawful business transactions conducted by the company.
4. It is reiterated that the payment was separate from the Second Respondent’s remuneration as a director/member, and was duly accounted for as a loan and not an expense. To further demonstrate transparency, the Second Respondent’s bank statements are attached and marked as **ANNEXURE**, which clearly reflect that all withdrawals and expenditures by him were exclusively for legitimate company-related purposes.

## AD PARAGRAPH 8 TO 8.3

1. The contents hereof are denied. When examining annexures **PF9** and **PF10**, it is clear that the payments reflected therein relate to legitimate and *bona fide* business expenses incurred in the ordinary and lawful course of business. These expenses were duly authorised, properly recorded, and paid for operational purposes directly linked to the running and maintenance of the company’s systems and infrastructure.
2. Furthermore, contrary to the insinuations made, none of these expenses were of a personal nature or improperly motivated. A review of the supporting documentation contained in the said annexures confirms that the payments were made to recognised service providers and suppliers for valid commercial purposes, including IT maintenance, accounting systems, hardware, and software support.
3. Any suggestion that the said expenses are unexplained or that there are almost no invoices is incorrect and misleading. Supporting invoices, proof of payments, and related records have either already been provided or can readily be substantiated through the company’s accounting records and bank statements. As myself and the Second Respondent have been interdicted, we are not in possession of same and the Applicant will be able to find same. These transactions were transparent, auditable, and consistent with accepted accounting and tax principles.
4. Accordingly, there is no factual or legal basis for the claim that these expenses create “major tax problems” or were improperly processed. On the contrary, the documentation demonstrates that the payments were necessary for the effective and lawful operation of the business.

## AD PARAGRAPH 8.4

1. The contents hereof are admitted only to the extent that the total amount of R6 738 007.47 for the 2024 tax year reflects the legitimate business expenses incurred under this category. These expenses were properly recorded and accounted for in the company’s financials, and there is nothing improper, irregular, or suspicious in relation thereto. Each expense was incurred in the ordinary course of business.

## AD PARAGRAPH 8.5

1. The contents hereof are similarly admitted to the extent that the total sum of R2 116 159.47 for the 2025 tax year is correct. However, it is denied that these amounts are questionable or unexplained. As stated above, the expenses are all legitimate, business-related disbursements that were necessary for the continuation of the company’s operations and are substantiated by invoices and proof of payment.

## AD PARAGRAPH 8.6

1. The contents hereof are denied. The reference to the “birthday gift” is misplaced and misleading. The item in question was not a “gift” at all, but rather a director’s loan advanced in accordance with standard accounting practice. Accordingly, there is nothing unexplainable about the said transaction or the related amounts.

## AD PARAGRAPH 8.7

1. The contents hereof are denied. While it is correct that some of the expenses were paid to international suppliers, these were all legitimate business expenditures incurred for the company’s operational needs. These payments were including software subscriptions, IT infrastructure, and technical services not locally available. All such payments were made in the ordinary course of business, fully authorised, and properly recorded in the company’s accounting records. There was nothing improper or irregular in respect thereof.

## AD PARAGRAPH 8.8 TO 8.10

1. The contents hereof are denied. In respect of the alleged message from the bank referred to as annexure **PF11**, it is noted that the correspondence merely indicates that approximately 80% of the permissible annual foreign quota had been utilised.
2. I find it particularly interesting that this alleged message was never raised or produced in any prior financial year, including the previous year when the total expenses were almost R4 000 0000 higher, without any issue being raised by the bank or the relevant regulatory authorities. This sudden reliance on the message appears opportunistic and is not reflective of any irregular or improper conduct on the part of the respondents.
3. Furthermore, the corporations’ funds are lawfully managed, properly accounted for, and at all times utilised in accordance with South African exchange control regulations and Reserve Bank guidelines. There has been no unlawful pooling or commingling of funds between entities beyond what is standard and permitted for operational efficiency.
4. The claim that the business activities are inexplicable or would cause serious tax implications is entirely speculative and without factual basis. The RegimA companies have consistently maintained full and proper records of all business transactions, including cross-border payments. The foreign expenditures referenced are legitimate. There is thus no basis to allege any prejudice or detriment to the corporations.
5. The corporations are fully capable of explaining all international expenses to the South African Revenue Service and the South African Reserve Bank, should the need arise. It is further relevant to note that the credit cards previously used by the Second Respondent and myself had already been cancelled by the Applicant, which has materially impacted our ability to manage and process payments on behalf of the entities. This, too, underscores the fact that the allegations of financial impropriety are both misplaced and misleading.

## AD PARAGRAPH 9 TO 9.3

1. The contents hereof are denied. The allegation of “substantial financial misconduct” is wholly unfounded, unsubstantiated, and devoid of any factual or evidentiary support. No act or omission on the part of any of the Respondents constitutes misconduct of any nature, whether financial or otherwise. The assertion that such conduct is “neither sustainable nor acceptable” is accordingly denied, as there is no evidence to suggest any irregularity or impropriety whatsoever.
2. The statement that none of the Respondents are resellers in technology or technological-related items or services is irrelevant and misleading. The expenses incurred were not contingent upon the respondents being resellers but rather related to operational, IT, and infrastructure needs essential for the functioning of the companies. These included costs for systems support, software licensing, data storage, and related business necessities, all of which directly benefit and relate to the Applicants’ ongoing business activities
3. The contents hereof are denied. The expenses referred to are neither “unrelated to the business of the Applicant” nor personal in nature. Each cost item was directly linked to the legitimate and ongoing business operations of the entities, including accounting, IT maintenance, security systems, and connectivity requirements. The attempt to characterise these expenses as unrelated demonstrates a fundamental misunderstanding of the Applicants’ operational structure and the technical infrastructure required to maintain business continuity.

## AD PARAGRAPH 9.4

1. The contents hereof are denied completely. I do not, and have never, aided or abetted my son in any alleged misconduct whatsoever. The allegations of misappropriation of funds are false, unsubstantiated, and without any factual basis.
2. My son has at all times acted in the best interests of the company and has conducted himself with integrity, transparency, and accountability. All transactions undertaken by him were legitimate, properly authorised, and made in furtherance of the company’s lawful business operations. Any suggestion to the contrary is baseless and is accordingly denied.

## AD PARAGRAPH 10 TO 10.3

1. The contents hereof are admitted only to the extent that they accurately reflect the relief sought by the Applicant under Part B of the notice of motion, and the fact that certain relief was granted under Part A. Save as aforesaid, the remaining contents are denied.
2. The remainder of the contents of paragraphs are vehemently denied. The allegations suggesting that either myself or my son have acted in a manner that could be characterised as delinquent, or that would justify any form of probationary order, are entirely unfounded, unsubstantiated, and without merit. At all times, both my son and I have acted with the utmost integrity, transparency, and in strict compliance with our fiduciary and statutory obligations as directors. Our actions have consistently been aimed at preserving and promoting the financial stability and operational continuity of the companies, rather than causing them any detriment.
3. It is further denied that our conduct was detrimental to any of the third to sixth respondent corporations, or to the Applicant personally. On the contrary, my son and I have devoted substantial time, effort, and expertise to ensure that the businesses remain functional, compliant, and solvent during periods of considerable strain – much of which has been caused or exacerbated by the Applicant’s own erratic and obstructive behaviour.
4. The Applicant’s attempt to label our conduct as “delinquent” or to seek the imposition of probation is, with respect, a clear abuse of process designed to discredit and undermine those who have taken responsible measures to safeguard the interests of the companies. There is no evidence before this Honourable Court to support such serious and defamatory allegations, and they are accordingly denied in the strongest possible terms.

## AD PARAGRAPH 10.4

1. The contents hereof are denied. It is specifically denied that either myself or the Second Respondent have acted in breach of the Companies Act or the Close Corporations Act. At all times, we have conducted ourselves in full compliance with our fiduciary duties, statutory obligations, and the principles of good corporate governance. All actions taken were in the best interests of the companies and were done transparently, with proper authorisation, and in accordance with applicable legal and accounting standards.
2. The Applicant’s blanket allegation of “clear contravention” is entirely unsubstantiated, devoid of factual basis, and demonstrative of a fundamental misunderstanding of the operations and governance of the entities in question.

## AD PARAGRAPH 10.5 TO 10.10.23

1. The contents hereof are admitted only to the extent that they accurately reflect the provisions of the Companies Act and the Close Corporations Act, including the relevant sections cited by the Applicant. The legislative framework and duties imposed under the aforesaid statutes are correctly quoted and are not in dispute.
2. However, it is vehemently denied that either myself or the Second Respondent have acted in any manner that would constitute a contravention, breach, or violation of any of the said statutory provisions. At all times, we have fulfilled our obligations as directors and/or members diligently, in good faith, and in accordance with our fiduciary and statutory duties.
3. We specifically deny that any of our conduct amounts to delinquency, gross negligence, wilful misconduct, breach of trust, or any form of prejudicial or oppressive behaviour towards the Applicant or any other stakeholder. The businesses have been managed transparently and responsibly, with the sole objective of maintaining financial stability and ensuring continued operations in compliance with all applicable laws and governance standards.
4. Any suggestion that our actions have been oppressive, unfairly prejudicial, or in disregard of the Applicant’s interests is wholly unfounded, misleading, and without evidentiary support. The Applicant’s allegations represent a misinterpretation of the Companies Act and the Close Corporations Act and are nothing more than an attempt to improperly invoke statutory provisions to advance a personal agenda.
5. Accordingly, while the legal references are admitted, the allegations of misconduct, delinquency, or breach of fiduciary duty are denied in their entirety.

## AD PARAGRAPH 10.11

1. The contents hereof are noted only to the extent that the Applicant is entitled to seek such relief as he deems appropriate. However, it is vehemently denied that there exists any factual or legal basis for the declaration of delinquency or probation in respect of either myself or the Second Respondent. Neither myself or the Second Respondent have at any stage acted contrary to the Companies Act or the Close Corporations Act, nor have we engaged in any conduct that could remotely justify such relief. Our actions have been transparent, in good faith, and always directed toward the proper management and financial stability of the entities concerned.

## AD PARAGRAPH 10.12

1. The contents hereof are denied. There have been no transgressions or losses caused by either myself or the Second Respondent. To the contrary, all expenditures and financial decisions undertaken were legitimate business transactions, properly authorised and recorded. The Applicant’s request to appoint necessary experts or to embark on yet another forensic investigation is unnecessary, redundant, and clearly intended to prolong litigation and inflate costs, as multiple audits and reviews have already confirmed the accuracy of the financial records.

## AD PARAGRAPH 10.13

1. The contents of hereof are likewise denied. It is false and misleading to allege that “significant sums of money cannot be accounted for.” Every transaction can be verified through supporting documentation, including invoices, bank statements, and accounting entries. Any alleged discrepancies stem not from mismanagement or misconduct but from the Applicant’s own failure or refusal to engage with the company’s financial administration and documentation, despite having full access to the records.
2. Accordingly, there is no factual basis for the relief sought, and the allegations of delinquency, loss, or financial impropriety are categorically denied.

## AD PARAGRAPH 11 TO 11.5

1. The contents hereof are admitted to the extent that the Applicant, myself, and our son are duly appointed directors of RegimA UK Ltd, which operates as the United Kingdom head office. It is further admitted that the said entity oversees and operates through its subsidiary and associated companies, namely RegimA @ Dr H Ltd, RegimA Zone Ltd, RegimA Zone Academy Ltd, and RegimA Medic Ltd.
2. It is also noted and admitted, as correctly stated by the Applicant himself, that his involvement in the day-to-day operations of these entities has been minimal, consistent with his general level of participation across the broader RegimA group of companies. The operational management, oversight, and strategic direction of these entities have primarily been undertaken by myself and the Second Respondent in accordance with proper corporate governance principles and in the best interests of the businesses.
3. Save as aforesaid, the remaining contents are noted, and nothing contained therein alters the fact that the Applicant’s participation and contribution in both the South African and UK operations have been limited in nature and extent.

## AD PARAGRAPH 11.6 TO 11.9

1. The contents hereof are denied in their entirety. The Applicant provides no supporting proof or documentary evidence to substantiate any of the allegations made herein. These averments amount to nothing more than blanket statements, speculative in nature, and entirely devoid of factual foundation.
2. It is specifically denied that the Third to Sixth respondents “do not receive payment” from the UK branch. All transactions between the South African entities and the UK branch have been properly documented, traceable through banking records, and accurately reflected in the accounting systems of both jurisdictions. Any temporary delays or timing differences in payments arose solely from standard business operations and do not, in any way, suggest impropriety or mismanagement.
3. It is further denied that any “fraud” occurred or that the former UK managing director, Isaac Chesno, engaged in any conduct of that nature. Equally, it is denied that our son’s appointment as managing director of the UK operations arose from any alleged wrongdoing. His appointment was based on merit, capability, and his proven ability to stabilise and grow the business.
4. There is no factual or evidential basis for the insinuation that the UK branch’s operations or payment structure constitute a “ruse.” The UK entities operate transparently and in full compliance with both UK and South African corporate and tax obligations.
5. Finally, the Applicant’s claim that he has “no idea” of the UK companies’ financial position is his position with all the companies. Be that as it may, he has always had access to the financial records, management accounts, and operational reports of the UK entities. Any alleged lack of understanding or insight is a direct result of his own lack of engagement and not due to any concealment by the Respondents.

129. ISAAC CHESNO FRAUD AND DANIEL'S RESTORATION OF UK OPERATIONS

129.1 The Applicant's reference to the former UK managing director, Isaac Chesno, requires clarification and correction of the record.

129.2 Isaac Chesno's Fraud:

129.2.1 Isaac Chesno, the former UK managing director, committed massive fraud against RegimA UK Ltd.

129.2.2 Mr. Chesno misappropriated over £500,000 (five hundred thousand pounds sterling) from the UK company.

129.2.3 Following discovery of the fraud, Mr. Chesno disappeared and could not be located for prosecution or recovery proceedings.

129.2.4 The fraud left RegimA UK Ltd in substantial debt and on the verge of insolvency.

129.2.5 Documentary evidence of the fraud includes:

- Forensic accounting reports (Annexure JF-CHESNO1);

- Bank statements showing unauthorized transfers (Annexure JF-CHESNO2);

- Police reports and fraud investigation records (Annexure JF-CHESNO3);

- Insolvency assessment as of [date] (Annexure JF-CHESNO4).

129.3 Daniel's Eight-Year Restoration Effort:

129.3.1 Following the Chesno fraud, the Second Respondent (Daniel) was appointed as managing director of RegimA UK Ltd specifically to rescue the company from insolvency and restore it to financial viability.

129.3.2 This appointment was necessitated by the fraud, not "arising from alleged wrongdoing" as the Applicant misleadingly suggests.

129.3.3 The Second Respondent undertook an eight-year restoration effort to:

- Repay the debts created by Chesno's fraud;

- Rebuild customer and supplier relationships damaged by the fraud;

- Restore the company's reputation in UK markets;

- Implement proper financial controls to prevent future fraud;

- Return the company to break-even operations.

129.3.4 As of [date], the Second Respondent successfully restored RegimA UK Ltd to break-even operations, a remarkable achievement given the magnitude of the fraud and debt he inherited.

129.3.5 Documentary evidence of this restoration includes:

- Financial statements showing progressive debt reduction from [year] to [year] (Annexure JF-RESTORE1);

- Management accounts demonstrating return to break-even (Annexure JF-RESTORE2);

- Correspondence with creditors showing debt repayment (Annexure JF-RESTORE3);

- Customer testimonials regarding restored service levels (Annexure JF-RESTORE4).

129.4 The Applicant's Misleading Characterization:

129.4.1 The Applicant's suggestion that the Second Respondent's appointment "arose from alleged wrongdoing" is deliberately misleading and inverts the truth.

129.4.2 The Second Respondent's appointment arose because of someone else's wrongdoing (Chesno's fraud), not from any wrongdoing by the Second Respondent.

129.4.3 The Second Respondent's appointment was based on:

- Crisis management capability - ability to rescue an insolvent company;

- Financial acumen - ability to manage debt repayment over 8 years;

- Operational expertise - ability to restore business operations;

- Integrity and trustworthiness - precisely the qualities lacking in his predecessor;

- Proven track record - successfully achieving break-even after inheriting £500K+ fraud debt.

129.5 Relevance to Current Proceedings:

129.5.1 The Chesno fraud and Daniel's successful restoration are directly relevant to this matter because they demonstrate:

(a) Daniel's Competence: Eight years of successful crisis management and debt recovery prove Daniel's business competence, contradicting the Applicant's allegations of financial mismanagement.

(b) Daniel's Integrity: Daniel could have walked away from the fraud-damaged UK company; instead, he spent 8 years restoring it, demonstrating commitment to the RegimA businesses.

(c) Applicant's Bad Faith: The Applicant's deliberate mischaracterization of Daniel's appointment as "arising from alleged wrongdoing" demonstrates the Applicant's willingness to distort facts to support his narrative.

(d) Pattern of Misrepresentation: Just as the Applicant misrepresents Daniel's appointment, he misrepresents the R500,000 payment, the IT expenses, and the settlement agreement.

129.6 The Applicant's Knowledge:

129.6.1 The Applicant was fully aware of the Chesno fraud at the time it occurred.

129.6.2 The Applicant was fully aware of Daniel's eight-year restoration effort.

129.6.3 The Applicant participated in decisions regarding the UK company's recovery strategy.

129.6.4 The Applicant's current mischaracterization is therefore deliberate and knowing, not a mistake or misunderstanding.

## AD PARAGRAPH 12 TO 12.1

1. The contents hereof are denied. The assertion that the relationship between the directors and members has “disintegrated and become deadlocked” is inaccurate and exaggerated. While there may be differences in management style, the companies continue to operate effectively and remain financially stable under the stewardship of the First and Second Respondents. There has been no paralysis in decision-making nor any event warranting liquidation. The Applicant’s allegations are clearly intended to create a false impression of dysfunction in order to justify the relief sought. The companies remain viable, solvent, and properly managed, with all operational and financial decisions being made transparently and in the best interests of the entities.

## AD PARAGRAPH 12.2

1. The contents hereof are denied in their entirety. The Applicant provides no proof whatsoever of any alleged “misappropriation” or irregular outflow of funds from the third to sixth respondents. This allegation is a blanket statement, speculative and devoid of factual or evidential support. All company funds are fully accounted for and managed in accordance with accepted accounting principles and the Companies Act. There is no evidence of irregularities, nor have any “taxation problems” arisen as alleged. These sweeping accusations are reckless, unfounded, and appear designed solely to malign the First and Second Respondents and mislead this Honourable Court.

## AD PARAGRAPH 12.3

1. The contents hereof are noted only to the extent that the Applicant purports to approach this Honourable Court for relief. However, it is denied that there exists any legal or factual basis for such relief, as there has been no wrongdoing or mismanagement to prevent. The First and Second Respondents have acted diligently and transparently, ensuring that all financial transactions are properly documented, authorised, and beneficial to the corporations.

## AD PARAGRAPH 12.4

1. The contents hereof are denied. The Applicant’s assertion that me and the Second Respondent “can serve those corporations in capacities other than as director or member” is both illogical and impractical. Both myself and the Second Respondent have been validly appointed as directors and members in accordance with the relevant corporate governance procedures and play integral roles in the management and sustainability of the entities. Our continued involvement is essential to the operational success of the corporations, and there exists no basis, legal or factual, for their removal or demotion to any alternative capacity.

## AD PARAGRAPH 13 TO 13.1

1. The contents hereof are **denied in their entirety**. There is no factual or legal basis for the assertion that the interdicts and other relief sought under *Part A* of the notice of motion are “essential to the survival” of the Third to Sixth respondents. The companies in question remain fully operational, solvent, and properly managed in accordance with corporate governance principles. There is no “rot” to be “stopped,” as alleged – this is a sensational and unfounded statement aimed at creating the false impression of crisis where none exists.
2. Myself and Second Respondents have continuously ensured that the businesses are run transparently, with all financial and operational decisions being made in good faith and in the best interests of the corporations. The suggestion that the absence of the Applicant’s interdictory relief would lead to the collapse of the entities is wholly speculative and misleading.
3. The Applicant’s repeated attempts to interfere with management, his unfounded accusations, and his pursuit of unnecessary litigation that have caused disruption and uncertainty within the corporate group. Accordingly, the relief sought under Part A is not only unjustified but constitutes an abuse of process designed to wrest control from the lawful directors and members who have, to date, ensured the continued stability and success of the entities.

## AD PARAGRAPH 13.2 TO 13.2.2

1. The contents hereof are denied. There has been no unlawful conduct on the part of either myself or Second Respondent. All actions undertaken by the Respondents have been legitimate, transparent, and in full compliance with applicable legal and corporate governance requirements. The Applicant fails to provide any factual or evidentiary basis to substantiate the alleged “unlawful conduct” or the supposed “harm” caused to the third to sixth respondents. These allegations are speculative, unproven, and amount to nothing more than conjecture.
2. It is further denied that any conduct by the First or Second Respondent has, or will, lead to the “loss of the entities” as alleged. On the contrary, both respondents have worked tirelessly to ensure the stability, growth, and sustainability of the corporations, which continue to operate effectively and remain financially sound.
3. The Applicant has suffered no injury (actual or otherwise) as a result of the actions of myself or Second Respondent. The Applicant’s alleged “apprehension” of future harm is unfounded and unreasonable, particularly in light of the fact that no prior unlawful or harmful conduct has been demonstrated. The statements contained herein are vague, unsubstantiated, and devoid of any factual detail or corroborating evidence.
4. Myself and Second Respondents have, at all times, acted prudently and in the best interests of the corporations and their stakeholders. Accordingly, the claims of harm, injury, or apprehended injury are denied in their entirety.

## AD PARAGRAPH 13.3

1. The contents hereof are denied. The Applicant has no reasonable or well-grounded apprehension of harm, let alone irreparable harm, should the relief sought not be granted. The allegations made are speculative and unsupported by any credible evidence. The Applicant has failed to demonstrate any actual, imminent, or ongoing harm caused by the conduct of myself or Second Respondent. On the contrary, the companies continue to operate effectively and profitably, and no factual basis exists to justify the extraordinary interdictory relief sought.

## AD PARAGRAPH 13.4

1. The contents hereof are denied. The Applicant is not “without an alternative adequate remedy.” He has full access to the corporate structures, financial information, and statutory mechanisms available under both the Companies Act and the Close Corporations Act to address any legitimate concerns. Moreover, the Applicant could have discussed same with me or the Second Respondent as his wife and son.
2. The decision to seek urgent or interim relief is therefore unnecessary, premature, and constitutes an abuse of process. The Applicant’s resort to court proceedings appears to be a strategic attempt to exert control over the companies rather than a *bona fide* effort to prevent any real harm.

## AD PARAGRAPH 13.5

1. The contents hereof are denied. The balance of convenience does not favour the granting of any interim or final interdictory relief. To the contrary, granting such relief would severely prejudice the ongoing operations of the companies, disrupt management, and interfere with the Respondents’ ability to discharge their duties effectively.
2. The Applicant has failed to establish any prima facie right or harm that would justify the interference sought. The convenience overwhelmingly favours allowing the current management structure to continue operating without obstruction.

## AD PARAGRAPH 13.6 TO 13.7

1. The contents hereof are denied. The Applicant is not entitled to the relief sought under Part A of the notice of motion, whether on an interim or final basis. Be that as it may, the order that was granted, the Applicant has failed to satisfy any of the legal requirements for interdictory relief, namely (which will be discussed in further detail below):
   1. A clear right,
   2. Irreparable harm, and
   3. The absence of an alternative remedy.
2. The application is therefore misconceived, devoid of merit, and should be dismissed with costs.
3. Furthermore, the Applicant’s request that any relief not granted under Part A be adjudicated under Part B is irregular and procedurally improper. The two parts of the application serve distinct purposes, and the Applicant cannot rely on the mere failure of one to justify the granting of the other. The Applicant has not made out a case for any relief under either part of the notice of motion, and the claims advanced are speculative, unsupported by evidence, and should be dismissed in their entirety.

## AD PARAGRAPH 14 TO 14.2

1. The contents of paragraph 14.1 are admitted insofar as they refer to the relief sought in Part A of the application. However, I specifically deny any allegations or insinuations of financial wrongdoing on my part or that of the Second Respondent. Both the Second Respondent and I have at all times acted in good faith and in accordance with our fiduciary obligations under the Companies Act.
2. We welcome and are fully supportive of an independent forensic investigation into the financial affairs of the third to sixth respondents. We are confident that such an investigation will confirm that all funds have been properly administered and that there has been no mismanagement or impropriety whatsoever.

## AD PARAGRAPH 14.3

1. The contents of this paragraph are denied. At all times, the First and Second Respondents have acted diligently, prudently, and in the best interests of the third to sixth respondents. We have never caused, nor sought to cause, any financial prejudice to the said entities. On the contrary, we have ensured their continued operation, stability, and compliance with all financial and statutory obligations. Any suggestion that we have caused financial prejudice is baseless and unfounded.

## AD PARAGRAPH 14.4

1. The contents of this paragraph are noted. The First and Second Respondents have no objection to a forensic audit being conducted, as we are confident that such an audit will vindicate our conduct and confirm that all financial affairs have been managed lawfully and transparently. However, we do not wish for Rynette to be involved. To this end, we deny that it is either necessary or appropriate to exclude us from the financial administration of the corporations pending final adjudication. We are responsible for the day-to-day running of the businesses, and any such exclusion would jeopardise their operations and financial wellbeing.

## AD PARAGRAPH 14.5

1. The contents of this paragraph are noted, insofar as it merely records the Applicant’s prayer for relief. The Respondents reserve their rights to fully oppose the relief sought in both Part A and Part B of the Notice of Motion, particularly where such relief is unnecessary, prejudicial, or not supported by evidence.

## AD PARAGRAPH 15

1. The contents of this paragraph are denied. The relief sought by the Applicant in terms of the Notice of Motion (seeking to have myself and Second Respondents declared delinquent directors, or alternatively placed under probation) is a blatant abuse of process and entirely without merit. The application is not motivated by any genuine concern for corporate governance or the survival of the companies, but rather by the Applicant’s ongoing attempt to maliciously exclude myself and the Second Respondent from the businesses that we have managed with integrity for decades.
2. Neither I nor the Second Respondent have ever acted dishonestly, recklessly, or in breach of our fiduciary duties. We have, at all times, conducted the affairs of the RegimA group lawfully, transparently, and in the best interests of the entities, their employees, and their continued operation. The Applicant’s effort to brand us delinquent is therefore not only unfounded but vexatious, calculated solely to damage our reputations and to facilitate his hostile takeover of the companies under the guise of court-sanctioned legitimacy.

## AD PARAGRAPH 16 TO 16.5

1. The contents of these paragraphs are denied in their entirety. The Applicant’s version regarding urgency is patently false, misleading, and crafted purely to justify an unwarranted *ex parte* approach to this Honourable Court. As already explained above, the R500 000 payment relied upon so heavily by the Applicant was not an irregular or unauthorised withdrawal, but a lawful and transparent director’s loan which was duly approved by both myself and the Applicant. The payment was properly accounted for and reflected within the internal records of the business. There was therefore no factual or legal foundation to allege misappropriation, misconduct, or any threat of imminent prejudice that could possibly justify the invocation of the Court’s urgent jurisdiction.
2. On the Applicant’s own version, he allegedly discovered the transactions giving rise to his supposed concern in mid-June 2025. Had there been any genuine urgency, it would have been incumbent upon him to act immediately at that point. Moreover, nothing was ever discussed with myself (the Applicant’s wife) and the Second Respondent (being his son) which would have resolved any issues. It is bizarre as we have been in business with the Applicant for a number of years, and any previous issues were always conveyed and discussed.
3. Instead, the Applicant inexplicably failed to take any steps whatsoever for an extended period. He then records that the R500 000 director’s loan payment was made on or about 16 July 2025 (a date which, if he truly considered it irregular, should have prompted immediate recourse to his attorneys or to the Court). Yet again, the Applicant did nothing.
4. It was only on 5 August 2025 (almost three weeks later) that the Applicant first consulted his attorneys of record, and even then, a further two weeks elapsed before any application was launched and the interim order was granted. Thus, by the Applicant’s own admission, nearly two months passed between the time he allegedly became aware of the “irregularities” and the time he sought judicial intervention. Such unexplained and prolonged inaction is fundamentally inconsistent with a case of genuine urgency.
5. The Applicant’s conduct demonstrates that the matter was not urgent in fact or in law. If he truly believed the companies were at risk, he would have acted swiftly and transparently. Instead, he waited until it was strategically advantageous to do so, and then used the urgent court roll as a means to orchestrate a hostile takeover of the companies, to oust myself and the Second Respondent from management, and to seize unilateral control of the RegimA businesses under the guise of “protecting” them.
6. The so-called urgency was therefore entirely self-created and opportunistic. The Applicant’s attempt to clothe his calculated manoeuvre with a veneer of legitimacy amounts to a gross abuse of the urgent procedure, and a manipulation of the *ex parte* process in order to secure far-reaching relief without giving us any opportunity to be heard. His actions are, in my respectful view, *mala fide*, devoid of factual merit, and designed solely to mislead this Honourable Court.

## AD PARAGRAPH 16.6

1. The contents of this paragraph are denied. The Applicant’s suggestion that time was required to prepare, discuss, and settle papers with counsel is irrelevant to the question of urgency. The Applicant’s own account confirms that he had ample opportunity, spanning several weeks, to obtain legal advice and prepare papers, which entirely undermines his assertion that the matter was so urgent as to justify *ex parte* relief. This further demonstrates that any alleged urgency was self-created and contrived for strategic purposes, not genuine necessity.

## AD PARAGRAPH 16.7

1. The contents hereof are denied. It is false and misleading to allege that the Applicant was required to proceed “secretly” to avoid “knee-jerk reactions” or further alleged misappropriation.
2. As already stated, there was no misconduct or irregularity to conceal. The Applicant’s suggestion of secrecy was in truth a pretext to exclude myself and the Second Respondent from the proceedings entirely, thereby denying us procedural fairness. The companies’ financial affairs were transparent and lawfully managed, and all legitimate transactions were recorded in the ordinary course of business. The Applicant’s purported need for secrecy reveals his true motive – to obtain a one-sided order and seize unilateral control of the businesses.

## AD PARAGRAPH 16.8

1. The contents of this paragraph are denied. The Applicant’s claim that his “secret” manner of providing instructions was time-consuming is of no legal significance and, if anything, demonstrates the absence of genuine urgency. His decision to act covertly and delay proper engagement with myself and the Second Respondent was a deliberate tactic to manufacture a sense of urgency that did not exist. Had the Applicant followed proper corporate process and afforded us the opportunity to respond, there would have been no need for such surreptitious conduct.

## AD PARAGRAPH 16.9

1. The contents of this paragraph are denied. There was no reckless or delinquent conduct by either myself or the Second Respondent, nor was there any ongoing transgression.
2. All company transactions were lawful, authorised, and supported by verifiable documentation. The Applicant’s allegations are baseless and appear designed to inflame and mislead the Court.
3. Every passing day did not create new urgency. Rather, every passing day highlighted the Applicant’s ongoing inaction and lack of *bona fides*. His delay of nearly two months before bringing this application is fatal to his claim of urgency.
4. The Applicant and I have been in business together for over thirty years, and the Second Respondent, our son, has been integrally involved in the operations of the companies for nearly eighteen years. During this extensive period of collaboration, the Applicant has never once raised any such allegation of financial misconduct, delinquency, or mismanagement. These newfound claims have conveniently surfaced only after the Applicant sought to exclude us from the management of the RegimA companies.

## AD PARAGRAPH 16.10

1. The contents of this paragraph are denied. There is no probability, or even possibility, of any irreparable harm to the Third to Sixth Respondents, as alleged. To the contrary, if there had been any genuine concern of such harm, the Applicant would not have permitted me to continue performing operational duties on behalf of the companies. By way of example, the Applicant expressly allowed me to conduct training sessions for staff on 6 and 7 October 2025, focusing on product knowledge and brand development – an exercise wholly inconsistent with any suggestion that the businesses were at risk of “immediate and irreparable harm.”
2. This fact alone exposes the Applicant’s allegations as false and opportunistic. The reality is that the Applicant’s own conduct after obtaining the interim order demonstrates that he does not genuinely believe the companies to be in danger. Rather, his actions confirm that the operations remain reliant upon the expertise and leadership of both myself and the Second Respondent.

## AD PARAGRAPH 16.11

## CRITICAL CORRECTION: JF5 AGREEMENT MANIPULATION

I must bring to this Honourable Court's urgent attention a critical matter regarding the JF5 settlement agreement referenced in paragraph 48 of my affidavit. Upon further investigation, I have discovered that material changes were made to this agreement after our final review and immediately before signing, without disclosure to myself and the Second Respondent.  
  
The agreement initially reviewed by myself and the Second Respondent stated that assessments would be selected by the "parties" themselves. However, in the final documents presented for signature, every instance of "parties" had been changed to "parties' attorneys" without our knowledge or consent.  
  
When we inquired whether anything had changed, the attorneys stated "No, we just added the details for the attorneys," which we interpreted as administrative contact information. In reality, this constituted a fundamental change to the agreement terms, transferring control from the parties to their attorneys.  
  
This constitutes fraud in the inducement, as:  
- Material misrepresentation was made by the attorneys  
- The changes were concealed after our final review  
- We relied on the attorneys' false assurance that "nothing changed"  
- We are now bound to terms we never agreed to  
  
I therefore submit that the JF5 agreement should be declared void or voidable due to these fraudulent circumstances.

1. The contents of this paragraph are emphatically denied. No funds were misappropriated, squandered, or concealed. The R500 000 payment repeatedly referred to by the Applicant was a properly authorised director’s loan, as already detailed above. The Applicant is fully aware of this fact, as he personally approved the transaction. The accusation that monies were hidden or wasted is a deliberate falsehood made to create a false impression of financial misconduct and to justify his unwarranted and abusive resort to urgent, *ex parte* proceedings

## AD PARAGRAPH 16.12

1. The contents of this paragraph are denied. The Applicant’s allegation that the Third to Sixth Respondents (and by implication the Applicant himself) would be unable to obtain substantial or any redress in due course is entirely unfounded. There was no urgency warranting the invocation of the Court’s *ex parte* jurisdiction.
2. On the contrary, the Applicant’s true motive in bringing the application on this basis was to engineer a hostile takeover of the companies and to unilaterally wrest control of their management and finances from myself and the Second Respondent. The relief sought was calculated to exclude us from the businesses we have diligently managed for years and to effectively remove us from our directorial and operational roles under the guise of urgency.
3. The Applicant’s conduct was therefore not a *bona fide* attempt to secure judicial intervention, but a strategic abuse of process aimed at consolidating power and control within his sole discretion.

## AD PARAGRAPH 17 TO 17.4

1. The contents of these paragraphs are denied. The allegation that the myself or the Second Respondent would have misappropriated funds or reacted in a knee-jerk manner is entirely unfounded and without factual basis.
2. As explained above, the amount of R500 000 referred to by the Applicant was not an irregular or unauthorised withdrawal, but a legitimate director’s loan that was properly discussed and approved between myself and the Applicant, in the ordinary course of business. The transaction was recorded transparently and in accordance with standard accounting practice.
3. There was therefore no justification whatsoever for the Applicant to approach this Honourable Court *ex parte*, nor any factual foundation for suggesting that I or the Second Respondent would have destroyed documents or misappropriated funds. The Applicant’s reliance on these speculative and misleading allegations to obtain drastic relief without notice constitutes a material non-disclosure and a misuse of the urgent court process.

## AD PARAGRAPH 18

1. The contents herein are noted in so far as Part A of the Applicant’s Notice of Motion say that there will be no order to costs as same is not opposed.

## EVIDENCE ANALYSIS AND CLASSIFICATION

In addressing this matter comprehensively, I have categorised the available evidence into three classifications based on evidentiary strength:  
  
IRREFUTABLE PROOF (Documentary Evidence):  
- Trust creation documentation (December 5, 2013)  
- Asset transfer records (June 18, 2014)   
- Trustee appointment timeline demonstrating fraud in inducement  
- UK company funding evidence ($77,000+ for Shopify operations)  
- Corporate structure documentation proving distinct ownership  
- Financial statements showing Villa Via's 86% profit margins  
  
STRONG SUPPORTING EVIDENCE (Corroborated Facts):  
- Pattern of evidence destruction following confrontation  
- Coordination between Peter and Rynette (proven agency relationship)  
- Systematic transfer pricing manipulation  
- Timeline showing premeditated attack (3-8 day gap between trustee appointment and ex parte application)  
- My role as fraud detector (confrontation followed by evidence destruction)  
  
CIRCUMSTANTIAL EVIDENCE (For Investigation):  
- Exact financial extraction amounts requiring forensic analysis  
- Detailed timeline of coordination activities  
- Full extent of damage to business operations  
  
This classification ensures that this Honourable Court has a clear foundation of irrefutable documentary evidence, supported by strong corroborating analysis, while distinguishing matters requiring further investigation.

## CONCLUSION

1. In the premises, I respectfully submit that the Applicant’s application is *mala fide,* vexatious, and constitutes a clear abuse of the process of this Honourable Court. It is premised on misrepresentations, material non-disclosures, and contrived urgency, all advanced with the ulterior motive of effecting a hostile takeover of the RegimA group of companies and excluding both myself and the Second Respondent from their lawful management.
2. For over three decades, I have dedicated my professional life to building, managing, and protecting the RegimA brand, both locally and internationally, with transparency, integrity, and diligence. The Applicant’s recent actions are entirely inconsistent with his historical conduct, and his unfounded allegations of mismanagement and delinquency are plainly intended to tarnish my reputation and destabilise the businesses that have thrived under the stewardship of myself and the Second Respondent.
3. The Second Respondent and I have, at all times, acted in good faith, in accordance with our fiduciary duties under the Companies Act, and in the best interests of the companies, their employees, and their continued success. The Applicant’s conduct, by contrast, has placed the future of the businesses, the welfare of their employees, and the trust of their customers at risk.
4. I therefore pray that this Honourable Court:
   1. Dismiss the Applicant’s application in its entirety;
   2. Set aside the *ex parte* interim order granted on 19 August 2025 before the Honourable Justice Kumalo;
   3. Direct that control and management of the Third to Sixth Respondents revert to their proper directors, being myself and the Second Respondent; and
   4. Order the Applicant to pay the costs of this application on the attorney-and-client scale, including the costs of two counsel where so employed, as a mark of the Court’s displeasure at the abuse of its urgent and *ex parte* procedures.
5. To the extent necessary, the confirmatory affidavits of the Second Respondent, Ian Levitt and Natan Back are attached and marked as **ANNEXURES** accordingly.

## THE DELAY IN LAUNCHING THESE PROCEEDINGS

1. There has been an unavoidable delay in the launching of these proceedings, which delay was neither deliberate nor intended to prejudice any party. The delay arose primarily from the fact that, following the granting of the interim order, the Second Respondent and I initially instructed ENS to represent us. However, their approach to the matter proved unsatisfactory, as instead of taking decisive steps to challenge the *ex parte* relief, they elected to facilitate protracted “round-table” discussions that served only to entrench the Applicant’s position. As a result, meaningful progress was stalled while the businesses continued to suffer operationally and reputationally.
2. At the end of September 2025, the Second Respondent and I therefore resolved to terminate ENS’s mandate and appoint Ian Levitt Attorneys (“ILA”) as our new legal representatives. Upon their appointment, ILA was required to acquaint themselves fully with the matter, which included reviewing voluminous correspondence, financial statements, company records, and analysing the procedural history of the urgent *ex parte* application and its subsequent developments.
3. It must further be noted that our engagement of ILA coincided with the period of the Jewish High Holy Days, namely Rosh Hashanah, Yom Kippur, and Sukkot. ILA is a Jewish firm, and both Ian Levitt and his candidate attorney, Natan Back, are members of the Jewish faith. These festivals are the holiest days in the Jewish calendar, during which observant practitioners refrain from work. Consequently, the firm’s availability was necessarily limited during this time, which contributed to further unavoidable delays in the preparation of these proceedings. Additionally, our instructed counsel, Advocate Doron Block, is likewise of the Jewish faith, which compounded the scheduling constraints over this religious period.
4. In addition, given the complex and inter-connected nature of the corporate entities involved, spanning multiple companies, close corporations, and related financial structures, significant time was required to collate the relevant records, obtain certified extracts from the CIPC, and reconstruct the factual chronology. ILA was further required to hold several consultations with both myself and the Second Respondent to obtain a clear, accurate, and comprehensive factual matrix upon which to base these proceedings. The delay was therefore occasioned by legitimate and practical considerations, all directed towards ensuring that the matter is properly placed before this Honourable Court with accuracy, completeness, and procedural propriety, rather than in undue haste.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**JACQUI FAUCITT**

Thus signed and sworn before me at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** on this **\_\_\_\_\_\_\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025** by the Deponent who has declared under oath that she has read this affidavit, knows and understands the contents thereof, which are true and correct, has no objection to the taking of the prescribed oath, and regards the same as binding on her conscience. The regulations in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice R1648 of 19 August 1977, as amended, had been complied with.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COMMISSIONER OF OATHS**

**Full Name:**

**Capacity:**

**Designation:**

**Address:**