

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, JOHANNESBURG**

Case No.: 125365/2025

In the matter between:

**ORGANISATION UNDOING TAX ABUSE NPC**

**PLAINTIFF**

(Reg Number: 2012/064213/08)

and

**HELEN MARGARET BOTES**

**FIRST DEFENDANT**

(ID Number: [REDACTED])

**CITY OF JOBURG PROPERTY COMPANY SOC LTD**

**SECOND DEFENDANT**

(Reg Number: 2000/017147/07)

**CITY OF JOHANNESBURG METROPOLITAN**

**MUNICIPALITY**

**THIRD DEFENDANT**

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**FIRST DEFENDANT'S PLEA**

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**AD PARAGRAPH 1**

1 The contents hereof are admitted.

**AD PARAGRAPH 2**

- 2 Save to deny that the first defendant ("Botes"), remains or attempts to be employed by state owned entities and organs of state, the remainder of the contents hereof are admitted.

**AD PARAGRAPHS 3 TO 3.3**

- 3 The contents hereof are admitted.

**AD PARAGRAPH 3.4**

- 4 Save to state that the second defendant's ("the JPC"), alignment is always subject to budgetary and operational constraints.

**AD PARAGRAPHS 4 AND 5**

- 5 The contents hereof are admitted.

**AD PARAGRAPHS 6 TO 6.3**

- 6 The contents hereof are admitted.

**AD PARAGRAPHS 7 TO 7.2**

- 7 Save to state that there is no merit to the plaintiff's claim, the contents hereof are noted.

**AD PARAGRAPHS 8 TO 9**

- 8 It is denied that the plaintiff has any standing to bring this action, and its request for leave to do so should be denied.
- 9 It is denied that Botes has failed to comply with and implement Constitutional principles and other statutory requirements, and/or that she grossly abused her position as a director of JPC and/or committed gross negligence, wilful misconduct, breach of trust and/or took advantage of information or opportunities in managing and administering the JPC.
- 10 Further, the nature of the allegations under claim A are that the members of public affected by the incident in question are able to institute this action in their own name.
- 11 In respect of claim B, the respective law enforcement agencies, if there are merits to do so which is denied, are empowered to institute appropriate proceedings against Botes.
- 12 In respect of both claims, JPC and or the third defendant ("COJ"), are empowered to institute delinquency proceedings if there was a need to do so.

- 13 There is accordingly no need for the plaintiff to institute this action in its own name, and its request for leave to do so should be dismissed with costs.

**AD PARAGRAPH 10**

- 14 Botes held the position of CEO at the JPC and by virtue of such position an ex officio executive member of JPC's board ("the Board").
- 15 Her tenure was as follows:
- 15.1 Between September 2008 to May 2009 in an acting capacity;
- 15.2 Between May 2009 and April 2014 on a fixed term contract;
- 15.3 Between June 2014 and July 2018 on a fixed term contract;
- 15.4 Between October 2019 and September 2024 on a fixed term contract;
- 15.5 On three extensions of contract from October 2024 to July 2025.
- 16 At the expiry of Botes' 2014 and 2018 fixed term contracts, she served on a month to month basis prior to a new fixed term contract being concluded.
- 17 Presently and as of the end of July 2025, Botes holds no position at the JPC of whatsoever nature.
- 18 Save as aforesaid the contents hereof are denied.

**AD PARAGRAPH 11**

19 The contents hereof are admitted.

**AD PARAGRAPHS 12 TO 17**

20 To the extent of the contents hereof are consistent with the Constitution, they are admitted.

**AD PARAGRAPH 18**

21 Save to state that Botes' ability to comply with the various statutory, regulatory and other legal stipulations and requirements were subject to the financial ability of her employer, the JPC and/or budgetary and operational limitations as imposed by the COJ.

**AD PARAGRAPHS 19 TO 21.4**

22 To the extent consistent with The Local Government: Municipal Systems Act, the contents hereof of are admitted.

**AD PARAGRAPHS 22 TO 26.2**

23 To the extent that the contents hereof are consistent with the Local Government: Municipal Finance Management Act ("MFMA"), the contents hereof are admitted.

**AD PARAGRAPHS 27 TO 30.4**

- 24 To the extent of the contents hereof are consistent with the Companies Act they are admitted.

**AD PARAGRAPH 31**

- 25 The contents hereof are admitted.

**AD PARAGRAPHS 32 TO 46**

- 26 The contents hereof are admitted to the extent consistent with the cited bylaws.

**AD PARAGRAPH 47**

- 27 To the extent consistent with Section 217(1) of the Constitution, the contents hereof are admitted.

**AD PARAGRAPHS 48 TO 50**

- 28 To the extent consistent with the cited regulations, the contents hereof are admitted.

**AD PARAGRAPHS 51 TO 51.5**

29 To the extent consistent with the cited regulations and the Municipal Management Finance Act, the contents hereof are admitted.

**AD PARAGRAPHS 52 TO 55**

30 To the extent that the contents hereof are consistent with the said circulars, the contents hereof are admitted.

**AD PARAGRAPHS 56 AND 57**

31 Subject to what is set out at paragraphs 46 to 49.3 below, the remainder of the contents hereof are admitted.

**AD PARAGRAPHS 58 TO 60**

32 The contents hereof are admitted.

33 It was a further express, alternatively tacit further alternatively implied term of the Service Delivery Agreement that:

33.1 JPC's ability to maintain, protect, develop, sell and lease buildings depended on the budget provided to the JPC by the COJ;

33.2 JPC's ability to ensure compliance with the respective Constitutional, statutory and regulatory framework depended on the financial,

budgetary, operational and municipal support provided by the COJ as well as the priority items that the COJ resolved to prioritize.

33.3 To the extent that the COJ did not provide the JPC with the said financial, budgetary, operational and municipal support, then the COJ as owner of the said properties would bear responsibility for any shortcomings associated with such properties.

34 In the further alternative it was an express, tacit and/or implied term that, should the COJ not provide the JPC with the said financial, budgetary, operational and municipal support, it would be impossible for the JPC to maintain, protect, develop, sell and lease buildings in their entirety and/or ensure regulatory compliance.

**AD PARAGRAPH 61**

35 The contents hereof are denied,

36 As CEO, Botes was an employee of the JPC, responsible for overseeing and managing the JPC.

37 The JPC in turn was mandated to ensure compliance with the applicable regulatory framework, subject to the financial, budgetary, operational and municipal support provided by the COJ.

38 Botes' ability to ensure that the JPC fulfilled its mandate depended on the resources and enablement provided by her employer, which in turn depended on the COJ.



39 Botes's role of overseeing and managing the JPC was in her capacity as CEO and not executive director.

**AD PARAGRAPH 62**

40 The contents hereof are admitted.

**AD PARAGRAPH 63**

41 The contents hereof are denied for reasons pleaded at paragraphs 59 to 69.3 below.

42 Alternatively, to the extent that there was any such gross negligence and/or wilful misconduct by Botes, it was in her capacity as CEO and not director.

**AD PARAGRAPH 64**

43 Save to state that the lease preceded Botes' appointment to the JPC, the remainder of the contents hereof are admitted.

**AD PARAGRAPHS 65 TO 67**

44 This has been addressed at:

44.1 Paragraphs 46 to 49.3 and

44.2 Paragraphs 59 to 69.3,

below.

45 Safe as aforesaid the contents hereof are denied.

**AD PARAGRAPH 68.1**

46 Firstly it is denied that the Usindiso Building was incorrectly zoned.

47 The building was zoned under "industrial 1", which permits the following types of occupation:

47.1 Industrial purposes;

47.2 Public garages;

47.3 Public or private parking areas;

47.4 Stops;

47.5 Business Purposes;

47.6 Dwelling units; and

47.7 Residential buildings.

48 Accordingly, dwellings and residential uses were permitted

49 In the event that the building was not correctly zoned for residential purpose:

49.1 Firstly:

- 49.1.1 The Usidinso Building was leased out during 2003 to Usindiso Ministries for residential purposes.
- 49.1.2 This was prior to Botes' occupying any position at the JPC and the correct zoning was to occur prior to the commencement of the residential occupation.
- 49.1.3 Upon Botes arrival at the JPC in 2008 the Usindiso lease was already running for five years.
- 49.1.4 Botes was not aware nor reasonably could have been aware that the building was not correctly zoned at the time of concluding the lease or any time thereafter prior to her appointment.
- 49.1.5 Botes was of the reasonable understanding that any rezoning that was necessary had taken place.
- 49.2 Secondly, upon making enquiries with the COJ regarding the status of the building, Botes was informed that as per paragraph 47 above that no rezoning was necessary.
- 49.3 Thirdly, any rezoning would have required a budget for the various professional attendances required, and such budget was not forthcoming from the COJ who accepted that the building was correctly zoned.

**AD PARAGRAPHS 68.2 TO 71.3**

- 50 The contents hereof have been addressed at paragraphs 59 to 69.3 below.
- 51 Save as aforesaid the contents hereof are denied.
- 52 In addition, it is denied that JPC is required by law to provide alternative accommodation.
- 53 This is the responsibility of the COJ
- 54 It is admitted that the COJ did not provide alternative accommodation.

**AD PARAGRAPH 72.1**

- 55 This has been addressed at paragraphs 46 to 49.3 above.
- 56 Save as aforesaid the contents hereof are denied.

**AD PARAGRAPH 72.2**

- 57 The contents hereof are admitted.

**AD PARAGRAPHS 72.3 TO 72.21**

- 58 Unless consistent with the contents of paragraphs 61 to 69.3, the contents hereof are denied and the plaintiff is put to the proof of each and every allegation stated herein.

**AD PARAGRAPHS 73 TO 74.8**

59 It is denied that Botes was grossly negligent and/or negligent.

60 The basis of this denial is pleaded below.

61 In respect of the period prior to 2018:

61.1 From the time that Botes took up her position at JPC, Usindiso Ministries were in peaceful occupation and paid its rental to the JPC in accordance with the lease agreement.

61.2 Botes is aware that the lease commenced in 2003 in order to house abused women and children.

61.3 The lease was to serve a social purpose rather than a commercial purpose.

61.4 Usindiso Ministries maintained the upkeep of the building.

61.5 The initial lease expired on or around 31 May 2013.

61.6 Usindiso was permitted to continue occupying the building on a month-to-month extension of the lease, on the following basis:

61.6.1 It housed vulnerable women and children who required shelter;

61.6.2 The lease constituted a social purpose;

- 61.6.3 Usindiso Ministries were also maintaining the property;
- 61.6.4 The JPC required a mandate from the COJ regarding the further use of the Usindiso Building and to eject Usindiso Ministries which was not forthcoming;
- 61.6.5 The COJ did not have any alternate accommodation readily available to house the vulnerable occupants should the lease be terminated and the occupants evicted; and/or
- 61.6.6 To JPC's knowledge, Usindiso Ministries were supported and funded by the Gauteng Provincial Department of Social Development ("Department").
- 61.7 During the period 2015 and 2016, Usindiso Ministries made three payments towards rent but thereafter there were certain arrears.
- 61.8 The arrears were tolerated on the basis that:
- 61.8.1 The purpose of the lease was social and not commercial;
- 61.8.2 The monthly amount was a nominal amount of R499 per annum;
- 61.8.3 Such a nominal amount would not justify legal proceedings to recover the arrears; and/or
- 61.8.4 Considering the vulnerable nature of the occupants, and unavailability of alternative accommodation, eviction was not appropriate.

62 In relation to the period from 2018 to 2020:

62.1 The upkeep of the building up until this stage was still in good order.

62.2 In June 2018, the JPC received several complaints regarding the Usindiso Building and its occupants.

62.3 JPC sought to conduct an investigation at the Usindiso Building but was prevented from doing so.

62.4 JPC thereafter forced entry into the building, with the support of the JMPD.

62.5 A floor by floor inspection was conducted:

62.5.1 The structure of the building remained intact;

62.5.2 Women and children occupied the ground floor while other floors remained vacant.

62.6 The JPC engaged with Usindiso Ministries in June 2018 regarding the continued occupation of the building.

62.7 At this stage JPC learned that the Department had withdrawn funding and Usindiso Ministries were no longer receiving government funding.

62.8 The JPC opted not to renew the lease and to terminate Usindiso Ministries occupancy.

63 The vulnerable women and children remained, despite Usindiso's occupancy being terminated.

64 JPC engaged in several steps to address the needs of the remaining occupants, including:

64.1 Engaging with the Department to transfer the building to the Department given that they were funding Usindiso Ministries previously;

64.2 Engaging with Johannesburg Social Housing Company ("Joshco") for them to take transfer of the building.

64.3 Conducting further inspections of the building and attempting but prevented from conducting audits of the occupiers.

64.4 On or around 7 October 2018, JPC was advised that residents of a neighbouring informal settlement had forced entry into the Usindiso Building.

64.5 JPC immediately enlisted the assistance of the Johannesburg Metropolitan Police Department ("JMPD") to remove the forceful entrants, constituting approximately 70 individuals.

64.6 Subsequently, JPC procured maintenance and repair services to the building.

64.7 The possible transfer of the Usindiso Building to Joscho was pending and the latter expressed interest in taking transfer of same.



64.8 Subsequently, Joscho ceased engagements regarding procuring the building as it met resistance from the occupants in entering the building, and engaging the occupants on alternative accommodation.

64.9 JPC intended to evict the occupants at this stage, however:

64.9.1 It was not permitted to do so as the COJ had implemented a moratorium on evictions due to the scarcity of alternative accommodation;

64.9.2 The COJ informed JPC that there was insufficient TEA or resources to provide same;

64.9.3 The JPC was therefore forced to continue with the occupancy of the occupants in the Usindiso Building.

64.10 The JPC escalated the issue to the Department again, to assist the JPC with relocating the women and childing and taking over the building.

64.11 This culminated in a report from the Department which inter alia reported that:

64.11.1 There were approximately 80 people occupying the Usindiso Building at the time of the assessment;

64.11.2 The rooms which were occupied had approximately 6 people per room;

64.11.3 Out of the 19 families assessed, 17 had not applied for RDP housing;

64.11.4 The assessed households did not produce proof of income making it difficult to consider whether or not they qualified for TEA.

64.11.5 The Department recommended that the building be shut down.

64.12 JPC was still left with no solution as the Department did not agree to take over responsibility for the occupants, or take over the building, and JPC was still prevented from proceeding with evictions by the COJ.

64.13 Around December 2019, while the JPC was closed during the festive season break, a second invasion occurred at the Usindiso Building.

64.14 In response to the invasion, during early 2019 the JPC together with various departments of the COJ, the JMPD and the Department of Home Affairs conducted a further operation at the Usindiso Building.

64.15 It was established at this stage that the building had been completely hijacked.

64.16 The JPC deferred to the JMPD and Department of Home Affairs to address any criminality, and illegal immigrants occupying the building.

64.17 To the extent that this was not done, was not at the behest of the JPC who requested the intervention and law enforcement assistance.

64.18 At this state the upkeep of the building had significantly deteriorated including various regulatory aspects not being in place, or having been damaged:

64.18.1 JPC required access to the building in order to consider the repairs, rehabilitation and ensuring regulatory compliance, which access was blocked by the occupants.

64.18.2 JPC received no assistance from law enforcement to access the property despite requests being made.

64.18.3 JPC required the occupants to temporarily vacate the property, but would have had to provide TEA to the occupants.

64.18.4 The COJ is responsible for TEA, and indicated that there were insufficient resources to provide TEA.

64.18.5 JPC was accordingly not provided with the operational support to repair and rehabilitate the building, and ensure regulatory compliance.

64.18.6 JPC was also not provided with the financial support by the COJ for such repairs, rehabilitation and regulatory compliance.

64.19 Thereafter the COJ and JPC decided to focus on a more systematic approach of addressing hijacked and deteriorating buildings in the inner city.

64.20 During the course of 2019, the COJ's Economic Development Department transferred the management of the Inner-City Property Scheme ("the Scheme") to the JPC for this purpose.

64.21 The strategy inter alia entailed:

64.21.1 Dividing properties into different categories;

64.21.2 Identifying properties for development and issuing tenders for development lease agreement where developers would develop the property;

64.21.3 Identifying buildings as "bad buildings" or uninhabitable, eradicating the hijackers and dispensing with them; and

64.21.4 Employed a strategy to deal with these categories of buildings "block by block" in order to systematically cover the entire inner Johannesburg present in a systematic and co-ordinated manner.

64.22 During the implementation of this strategy, the JPC attempted to access the Usindiso Building but was prevented from doing so.

64.23 The JPC again sought the assistance of the JMPD and the COJ, but this was not forthcoming.

64.24 Ultimately the Usindiso Building was identified for sale and/or alienation.

65 In respect of the period March to June 2020:

65.1 The implementation of the Scheme and the attendance to the Usindiso Building was interrupted by the Covid 19 pandemic and the shut down in March 2020.

66 In relation to the period June 2020 until the fire in August 2023:

66.1 Botes was repeatedly suspended and/or placed on special leave from June 2020 until March 2023.

66.2 Botes had minimal, if any involvement and ability to oversee and manage the operations and affairs of JPC and/or account for the Usindiso Building on behalf of JPC during this period;

66.3 The fire occurred a few months after Botes final return to work which was in March 2023.

66.4 At the time of the fire Botes had barely returned to work and was still fighting for her job, and trying to ensure her continued employment, defend herself against charges that were repeatedly levelled against her and/or avoid further suspensions.

66.5 Botes accordingly could not exercise proper oversight into the work and affairs of JPC including that pertaining to the Usindiso Building,

nor could she be held accountable for the conduct during the period between June 2020 and the fire occurring.

67 In the circumstances, during the period prior to 2018:

67.1 The Usindiso Building was in a healthy condition, lawfully occupied and/or there were no concerns of illegal occupation, hazards and regulatory non-compliance.

68 During the period between 2018 to June 2020:

68.1 JPC took all steps that were reasonably possible to address the situation at the Usindiso Building;

68.2 JPC intended but was not permitted to enforce evictions on account of instructions from the COJ and the lack of available alternative accommodation and TEA;

68.3 JPC repeatedly enlisted the services of the JMPD, the Department, Joshco, the Department of Home Affairs, to assist with addressing the situation;

68.4 JPC was in the process of implementing the Scheme which would have resulted in the alienation of the Usindiso Building; and

68.5 The implementation of the Scheme was interrupted by the Covid-19 pandemic.

- 68.6 Botes also was an employee of JPC and her ability to perform depended on the resources and operational support provided by her employer, the JPC.
- 68.7 The JPC in turn depended on the COJ.
- 68.8 Such operational and financial support was not forthcoming from the COJ to JPC and JPC to Botes.
- 68.9 Botes, accordingly cannot be held to be grossly negligent or negligent regarding the state of affairs at the Usindiso Building during this period.
- 69 During the period between June 2020 and the August 2023 fire:
- 69.1 Botes was repeatedly placed on periods of suspensions and/or special leave;
- 69.2 Cannot have reasonably overseen JPC's affairs including its managing of the Usindiso Building as well as the state of affairs of the Usindiso Building.
- 69.3 Botes, accordingly, cannot be held to be grossly negligent or negligent regarding the state of affairs at the Usindiso Building during this period.
- 70 In the alternative, to the extent that Botes committed wilful misconduct, was grossly negligent or negligent:

70.1 Such gross negligence / negligence was solely in her capacity as CEO and not in her capacity as director.

71 Save as aforesaid the contents hereof are denied.

**AD PARAGRAPHS 75 TO 75.3**

72 The contents hereof are denied.

73 Botes has not wilfully nor negligently disregarded any legislation nor permit Usindiso to be illegally occupied, fall into disrepair, and/or become a health hazard.

74 Botes has not departed from the standard of a reasonable director, nor has she failed to take the requisite degree of care expected of someone in her position

75 In the alternative, to the extent that Botes was culpable as aforesaid, it was in her capacity as a CEO and not director.

**AD PARAGRAPHS 76 TO 76.1**

76 The contents hereof are denied for reasons pleaded above.

**AD PARAGRAPHS 76.2 TO 76.4**

77 The contents hereof are denied.

78 As pleaded above:



78.1 Botes has not acted intentionally nor negligently, nor has she inflicted harm on JPC.

78.2 Botes has not acted in a manner that amounts to gross negligence or wilful misconduct or breach of trust in relation to the performance of her director's functions within and duties to JPC.

79 Alternatively, to the extent that Botes is culpable as aforesaid, it was in her capacity as CEO and not as a director.

80 Accordingly section 162 of the Companies Act is inapplicable to such culpability.

**AD PARAGRAPH 77**

81 The contents hereof are denied.

82 There is no basis for such relief sought.

**AD PARAGRAPHS 78 TO 79.2**

83 The contents hereof are admitted.

**AD PARAGRAPH 80**

84 To the extent consistent with the report of the Khampepe Commission of Enquiry ("the Commission"), the contents are admitted.

**AD PARAGRAPH 81**

85 The contents hereof are admitted.

**AD PARAGRAPHS 82 TO 83**

86 To the extent consistent with the Commission's report, it is admitted that the contents hereof are an extract of the Commission's report.

**AD PARAGRAPH 84**

87 The contents hereof are denied.

88 The evidence before the Commission was not un rebutted in its entirety.

**AD PARAGRAPH 85**

89 Safe to admit that the findings of the Commission were not taken on review or appeal, the remainder of the contents hereof are denied.

90 Botes' materially disputes the findings and recommendations of the Commission insofar it pertains to herself.

91 It is further pleaded that this Court is not bound by, nor can the plaintiff rely upon, the findings and recommendations of the Commission.

92 The plaintiff is expected to prove by way of direct and admissible evidence each and every finding and/or conclusion that it intends relying upon in the

course of this action, unless such finding and/or conclusion has been admitted herein.

**AD PARAGRAPHS 86 TO 87**

93 For the reasons pleaded above the contents hereof are denied.

**AD PARAGRAPHS 88 AND 89**

94 The contents hereof are admitted.

**AD PARAGRAPH 90**

95 The contents hereof are admitted.

**AD PARAGRAPH 91**

96 The contents hereof are denied for reasons pleaded below.

**AD PARAGRAPHS 91.1 TO 91.3**

97 The JPC followed a lawful and compliant process in its procurement for the deep cleaning and sanitization services.

- 98 The procurement was done in terms of a deviation pursuant to regulation 36 of the Municipal Supply Chain Management Regulations, 2005 read with clause 21 of the JPC's Supply Chain Management Policy, 2018.
- 99 Pursuant to the aforesaid regulations and policy, the JPC was permitted to deviate from the ordinary competitive bidding process provided that it was approved and/or ratified by the accounting officer, and presented to the board.
- 100 Further paragraph 3.5.1 of MFMA: Circular 100- Emergency Procurement in Response to Covid-19 Pandemic states that if an item is not listed on Annexure A, and is deemed to be a specific requirement for the municipality or municipal entity, then emergency procurement may be followed.
- 101 The said services were not listed under Annexure A.
- 102 While JPC did not issue a tender it did place an advert on its website with a truncated closing date.
- 103 JPC's supply chain prepared a motivation for the deviation:
- 103.1 There were reasons for the deviation pertaining to, inter alia, the Covid 19 pandemic and the high risk of the infections at various public facilities and buildings under the care of the JPC.
- 103.2 Urgent deep cleaning and sanitation of the said facilities and buildings were required.

104 JPC's Chief Financial Officer recommended the deviation upon receipt of the motivation from JPC's supply chain.

105 Botes, on receipt of the motivation for the deviation, duly recommended by the Chief Financial Officer, approved and ratified the deviation.

106 The deviation was reported to, considered and noted by the JPC board at its meeting of 18 August 2020.

107 Save as aforesaid the contents hereof are denied.

**AD PARAGRAPHS 91.4 TO 91.4.4**

108 The contents hereof are admitted.

**AD PARAGRAPH 91.5**

109 The contents hereof are denied and the plaintiff is put to the proof thereof.

110 To Botes' knowledge and based on what was presented and explained to her by JPC's supply chain, there was no deficiency in the experience of the service providers to render the services.

111 Further, to Botes' knowledge each of the service providers did indeed deliver the services.

**AD PARAGRAPH 91.6**

112 It is denied that the rates charged were excessive, unfair and uncompetitive and not cost effective. The plaintiff is put to the proof thereof.

113 JPC's supply chain motivated at the time that the rates were negotiated and competitive based on market rates prevailing during that period and were value for money.

114 Save as aforesaid the contents hereof are denied.

**AD PARAGRAPH 91.7**

115 The contents hereof are denied, and the plaintiff is put to the proof thereof.

116 The service providers could provide the service they were contracted and paid for and did indeed provide those services.

**AD PARAGRAPHS 91 TO 92.5**

117 The contents hereof are denied for reasons pleaded above.

**AD PARAGRAPHS 93 TO 93.1.2**

118 The contents hereof are denied for reasons pleaded above.

119 In the alternative, to the extent that there was any contravention as alleged:

119.1 Such contravention was not wilful, grossly negligent nor negligent;

119.2 Botes' was reasonably entitled to rely on the information and motivation provided by JPC's supply chain and its Chief Financial Officer's recommendation.

119.3 A reasonable person in the position of Botes would have acted in the same manner, faced with the same information.

**AD PARAGRAPHS 94 TO 94.2.3**

120 The contents hereof are denied for reasons pleaded above.

121 Even if it is found that Botes was culpable as alleged, it was in her capacity ad CEO and not a director.

**AD PARAGRAPHS 95 TO 96**

122 The contents hereof are denied.

123 Alternatively, even if it is found that Botes was culpable as alleged, it was in her capacity ad CEO and not a director.

124 Section 162 of the Companies Act is accordingly not applicable to such culpability.

**AD PARAGRAPH 97**

125 The contents hereof are admitted.

**AD PARAGRAPHS 97.1 to 97.3**

126 To the extent consistent with the attached SIU report attached as "POC7", it is admitted that the contents hereof reflect portions of the said report.

**AD PARAGRAPHS 98 TO 99.2**

127 Save to admit that Botes has not reviewed the SIU report, the remainder of the contents hereof are denied.

128 It is further pleaded that this Court is not bound by, nor can the plaintiff rely upon, the findings and recommendations of the SIU report.

129 The plaintiff is expected to prove by way of direct admissible evidence each and every finding and/or conclusion that it intends relying upon in the course of this action, unless such finding and/or conclusion is admitted herein.

**AD PARAGRAPH 100**

130 The contents hereof are denied.

**WHEREFORE** Botes prays for the action to be dismissed with costs on Scale C, including the cost of counsel.

Thus done and signed on this 31<sup>st</sup> day of October 2025.





Yusuf Peer

Counsel for the First defendant



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TO:

**THE REGISTRAR OF THE ABOVE HONOURABLE COURT**

**GAUTENG DIVISION, JOHANNESBURG**

AND TO:

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Ref: A JENNINGS/OUT038

AND TO:

**SECOND DEFENDANT**

City of Joburg Property Company SOC Ltd

AND TO:

**THIRD DEFENDANT**

City of Johannesburg Metropolitan Municipality