



DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT	
SPECIAL TRIBUNAL	
CNR AMANDA AVENUE & RIFLE RANGE ROAD, OAKDEN	
2025 -09- 29	Signature of Officer Nathi
C/A No: One	
REGISTRAR	

**IN THE SPECIAL TRIBUNAL ESTABLISHED IN TERMS OF SECTION 2(1)
OF
THE SPECIAL INVESTIGATING UNIT AND
SPECIAL TRIBUNALS ACT 74 OF 1996
(REPUBLIC OF SOUTH AFRICA)**

Before Honourable Madam Justice Victor on 29 September 2025

CASE NO: GP25/2025

In the *Ex Parte* application of:

SPECIAL INVESTIGATING UNIT

Applicant

In Re

SPECIAL INVESTIGATING UNIT

Applicant

And

**BLACK PAPER TRADING AND
SUPPLIERS (PTY) LTD**

First Respondent

(Registration number: 2016/089375/07)

MHR MAUMELA FAMILY TRUST

Second Respondent

(Trust Number: IT003693/2016 (G))

**HANGWANI MORGAN
MAUMELA N.O.**

Third Respondent

**RUMANI MURUMIWA
MAUMANE N.O.**

Fourth Respondent

**MBONENI BENEDICTA
MAUMELA N.O.**

Fifth Respondent

MORE CONCERTS (PTY) LTD
(Registration number: 2014/055748/07)

Sixth Respondent

**MORAKA DEVELOPMENT AND
SUPPLIERS (PTY) LTD**

Seventh Respondent

(Registration number: 2017/138389/07)

**HANGWANI MORGAN
MAUMELA**

Eighth Respondent

(Id Number:

RUMANI MURUMIWA MAUMELA
(Id Number:

Ninth Respondent

**MBONENI BENEDICTA
MAUMELA**

Tenth Respondent

(Id Number:

Eleventh Respondent

HUMBELANI TSHIVHUNDO

(Id Number:

MURENDENI MUDAU

Twelfth Respondent

(Id Number:

**THE REGISTRAR OF DEEDS
PRETORIA**

Thirteenth Respondent

**THE REGISTRAR OF DEEDS,
CAPE TOWN**

Fourteenth Respondent

**THE REGISTRAR OF DEEDS,
PIETERMARITZBURG**

Fifteenth Respondent

**MEC RESPONSIBLE FOR
HEALTH: GAUTENG
PROVINCIAL GOVERNMENT**

Sixteenth Respondent

JACQUES VAN WYK N.O.

Seventeenth Respondent

INVESTEC BANK LIMITED

Eighteenth Respondent

**COMMISSIONER FOR THE SOUTH
AFRICAN REVENUE SERVICE**

Nineteenth Respondent

**NATIONAL DIRECTOR OF PUBLIC
PROSECUTION**

Twentieth Respondent

**ALL THE OTHER 39 ENTITIES
AND THEIR RESPECTIVE
DIRECTORS MENTIONED IN
ANNEXURE "A"**

Twenty-First to Seventy-Eighth
Respondents

ORDER
(*Ex parte* Application)

HAVING HEARD Counsel on behalf the Applicant and having read the documents filed of record, the following order is made:

1. The Application is heard *Ex Parte* in terms of section 8(2) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996), read with Regulation 5.2 of the Judicial Matters Amendment Act per Government Notice No. R. 1263, read with Rule 24, alternatively, Rule 28(1) of the Rules for the conduct of proceedings in the Special Tribunals (Notice No. 449 2020 as published in the Government Gazette No. 43647 dated 25 August 2020 (“**ST Rules**”) and the rules, time periods and forms of service are dispensed with in accordance with such procedure as the Special Tribunal may determine.
2. Pending the final determination of the forty one (41) separate civil proceedings to be instituted by the SIU, inclusive of all potential appeal proceedings flowing therefrom, against each of the suppliers to Gauteng Department of Health (“**GDoH**”) cited as the First to Twelfth Respondents, as well as the Twenty-First to Seventy-Seventh Respondents above (“**implicated suppliers**”) for, *inter alia*, legality review and just and equitable relief in the form of, *inter alia*, a disgorgement of all profits realised, forfeiture of properties and/or assets, accounting, debatement and/or payment of all amounts found to be due (“**the main proceedings**”), the following orders are made:

- 2.1 Jacques van Wyk N.O. (i.e. the Seventeenth Respondent) be and is hereby appointed as the *Curator Bonis* in this matter (“the ***Curator Bonis***”);
- 2.2 The First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Respondents (jointly and severally – where applicable) (including, where applicable, their principal(s), member(s), director(s), officer(s), employee(s), agent(s), trustee(s), beneficiary/ies, contractor(s) and hirer(s)/lessee(s)) (collectively referred to hereinafter as “**the implicated Respondents**”) are interdicted, restrained and prohibited from alienating, selling, leasing, donating, transferring right, title and interest in, disposing of, or otherwise hypothecating or encumbering the motor vehicle(s) listed in Annexure “**B**” (collectively referred to as “**the restrained motor vehicles**”) and the implicated respondents shall be liable to pay the storage costs of the restrained motor vehicles upon demand by the curator bonis;
- 2.3 The implicated Respondents are directed, forthwith, to transfer possession, custody and control of the restrained motor vehicles to the *Curator Bonis*.
- 2.4 The *Curator Bonis* is directed to:

- 2.4.1 take possession, custody and control of the restrained motor vehicles, and to do anything required by law or reasonably ancillary thereto in connection therewith and is authorised to demand from the implicated respondents, the storage costs for the restrained motor vehicles;
- 2.4.2 preserve and maintain the restrained motor vehicles in a relatively similar condition as the one in which they were at the time of the *Curator Bonis* taking possession, custody and control thereof (fair wear and tear excluded), in as far as he may be reasonably able to do so; and
- 2.4.3 keep the restrained vehicles in good standing in respect of, *inter alia*, regular general service, traceability, security, insurance provider(s) and licensing authority/ies, in as far as he may be reasonably able to do so. The implicated Respondents, the owners and/or title holders of the restrained vehicles must keep the *Curator Bonis* informed of anything relevant to the restraint vehicles (including licence renewals due, and service due etc.) and must cooperate in

a timely manner with the *Curator Bonis* in the performance of the functions of the *Curator Bonis*.

2.5 The Second, Third, Fourth and Fifth Respondents (jointly and severally – where applicable) (including, where applicable, their principal(s), director(s), member(s), officer(s), employee(s), agent(s), trustee(s), beneficiary/ies, contractor(s), tenants/lessee(s) and/or any other potential occupant(s)) (hereinafter referred to collectively as the “**the Trust and Trustees**”) are restrained and prohibited from alienating, selling, leasing, donating, transferring right, title and interest in, disposing of, or otherwise hypothecating or encumbering the immovable properties listed in **Annexure “C”** (hereinafter referred to as “**the restrained immovables**”);

2.6 The Thirteenth, Fourteenth and Fifteenth Respondents are ordered to endorse the Title Deeds of each of the restrained immovables with a caveat or other appropriate measure to the effect that no transfer, sub-division, hypothecation or encumbrance (including but not limited to bonds, notarial deeds, servitudes, usufruct and/or long-term leases etc.)

thereof may take place without the leave of this Special Tribunal.

2.7 The *Curator Bonis* shall have the following powers:

2.7.1 Assume possession, custody and control of the restrained motor vehicles and the restrained immovables;

2.7.2 Take the restrained motor vehicles and the restrained immovables into his care, custody and oversight, subject to the reasonable rights of the current occupants (if any and where applicable);

2.7.3 Ensure that the restrained motor vehicles and the restrained immovables, are always maintained in a state of reasonable repair and maintenance;

2.7.4 Administer and deal with the restrained motor vehicles and the restrained immovables in as far as he may be reasonably able to do so;

2.7.5 Collect any rentals and other rates, taxes and/or levies (including in respect of water and power

usage), which are due in relation to the restrained motor vehicles and the restrained immovables and:

2.7.5.1 use the money so collected to cover expenses accrued in the performance of *Curator Bonis*' functions as set out in this Order; and/or

2.7.5.2 invest any remaining portion in a trust account (interest to accrue to the money so collected);

2.7.6 Pay any fees, rates, taxes and/or levies (including in respect of water and power usage) due *inter alia* to:

2.7.6.1 the relevant service centre(s), tracing agent(s), security provider(s), insurance provider(s) and licensing authority/ies in respect of the restrained motor vehicles, in as far as he may be reasonably able to do so; and

2.7.6.2 the relevant authorities, any homeowner's association or other

association, service provider(s), contractor(s) security provider(s) and insurance provider(s) that are payable in relation to the restrained immovables;

2.7.7 Sell, hire out and/or lease in consultation with, and with the concurrence of, the SIU the restrained motor vehicles and/or the restrained immovables, at a reasonable market value. Provided that:

2.7.7.1 The registered and/or common law owner of the restrained motor vehicles or restrained immovables **in writing** either requested the *Curator Bonis* to sell it, or has otherwise authorised the *Curator Bonis* to sell, hire out and/or lease the item at a reasonable market value or at an otherwise pre-approved price; and that

2.7.7.2 All the proceeds realised from such a sale, hire out and/or lease or any remaining portion thereof (after settlement of claims against the item concerned e.g. bond(s) or outstanding

financing under hire-purchase agreement(s) and costs associated with the sale of the item concerned must be invested (interest to accrue to the money so invested) in a trust account of or controlled by the *Curator Bonis*, where such proceeds (including interest thereof) will be deemed to be preserved or interdicted in terms of this Order (i.e. the proceeds will merely replace the preserved item in the interim Preservation Order or Interdict);

2.7.7.3 All the realised proceeds (including interest thereon) must remain preserved/interdicted until the finalisation of the main proceedings;

2.7.8 Do all things necessary and reasonable for the purpose of preserving the restrained motor vehicles and the restrained immovables; and

2.7.9 Access (or allow access to) the restrained motor vehicles and the restrained immovables for the purpose of carrying out the *Curator Bonis*'

functions as set out in this Order, and those ancillary thereto.

2.8 The functions and powers of the *Curator Bonis* may be amended, supplemented and/or terminated on application to the Special Tribunal by the SIU or any interested party.

2.9 The fees and costs of the *Curator Bonis*, occasioned by and incurred in the implementation of this Order, in relation to:

2.9.1 the restrained motor vehicles shall be paid by the Respondent(s) in whose name(s) such motor vehicle(s) is/are registered (if the restrained motor vehicles are in fact already registered), the Respondent(s) who are the common law owner(s) of such motor vehicle or the Respondents who had possession, custody and/or control of the restrained motor vehicle(s) immediately before this Order, alternatively, the Eight Respondent;

2.9.1.1 the restrained immovables shall be paid by the Trust and Trustees, alternatively the Eight Respondent;

- 2.10. The *Curator Bonis* shall be liable for any damages caused by him as a result of acting beyond his powers or unreasonably in executing his duties in terms of this Order, and the SIU will be responsible for ensuring that any damages suffered as a result of the *Curator Bonis* not having put up security for compliance with his duties of this Order, will be mitigated, in as far as may be reasonable.
- 2.11. This Order shall not operate so as to prohibit the South African Revenue Service (“SARS”) or the Asset Forfeiture Unit of the National Prosecuting Authority (“AFU”) from enforcing or executing upon any pre-existing preservation order, tax recovery, or forfeiture order lawfully obtained by them in relation to the same property or assets.
- 2.12. To the extent that SARS or the AFU have already attached, forfeited, or received proceeds from any of the properties and/or assets listed in Annexures “B” and “C”, such properties and/ or assets shall not be transferred to or controlled by the Applicant’s appointed Curator Bonis, and shall remain under the control of SARS or AFU, as applicable.
- 2.13. The implicated Respondents and all of the other 39 entities and their respective directors/members/trustees mentioned in

Annexure “A” (hereinafter collectively be referred to as **“the Syndicate”** or **“the Maumela Syndicate”**) are directed to make a full and frank written disclosure, under oath, of all the property and/or assets (be it moveable, immovable, corporeal or incorporeal) and of all funds standing to their credit (including of debts/claims owing to them), in respect of which the implicated Respondents or any of them are the registered or common law owner/s, have beneficial ownership, right, title and interest or some other type of real right therein, in terms identical to those set out in the draft Disclosure Affidavit annexed hereto as **“D”**.

- 2.14. The First, Sixth and the Seventh Respondent, and those corporate entities listed in Annexure **“A”** to the Notice of Motion, are deemed not to be juristic persons in respect of any rights, obligations or liability of such entities or of their shareholders and that their directors are personally liable (jointly and severally so with the First, Sixth and the Seventh Respondent) for all the acts purportedly undertaken by such companies, in terms of section 20(9) of the Companies Act 71 of 2008 (**“the CA”**).

2.15. The Second Respondent's trust veneer is pierced and all the three trustees of the Second Respondent, namely, the Third, Fourth and Fifth Respondents are personally liable (jointly and severally so with the Second Respondent) for all the acts purportedly undertaken by the Trust on account of trust form abuse.

3. The orders set out in paragraph 2 above shall operate as an interim preservation or interdict in respect of any funds/amounts and property and/or assets remaining in terms of Annexure B and C after the SARS and AFU Orders and mandates have been discharged, and any subsequent review(s) and/appeal(s) thereof by the first respondent or any other person pending the finalisation of the main proceedings.

4. In the event that any Respondent or any other person succeeds in any review or legal proceedings to set aside, declare invalid or otherwise reverse any forfeiture, enforcement, or execution proceedings instituted by the SARS and/or the AFU in respect of any portion of the property and/or assets identified in **Annexures "A" and/or "B"**, then:

4.1 Any such property and/or assets that are no longer subject to the SARS and/or AFU proceedings as a result of the success of such review or legal challenge shall **automatically and immediately**

fall within the scope of this Order and shall be deemed preserved and interdicted under the authority of this Court.

4.2 Such property and/or proceeds shall be delivered to, or deposited into the trust account of, the Curator Bonis appointed in terms of this Order, and shall be subject to the same preservation, control, and interdiction conditions applicable to the remainder of the property and/or assets identified in Annexures “A” and “B”.

5. The main proceedings against the First Respondent (i.e. Black Paper Trading and Suppliers (Pty) Ltd (“**Black Paper**”) shall be instituted within a period of sixty (60) days of this Order.
6. The main proceedings against each of the remaining implicated suppliers shall be instituted, thereafter and in stages, within a period of sixty (60) days of each other, or as the Special Tribunal may direct.
7. The SIU is granted leave to bring similar proceedings against any of the above cited Respondents on the same papers, supplemented as may be necessary, for further relief against the Syndicate or any of them.
8. This Order shall be served upon the Respondents as provided for in Rule 6 of the ST Rules, will be published in the Government Gazette as envisaged in Rule 24(5)(b) of the ST Rules and will be uploaded to Caselines.

9. The Respondents are granted leave to set this matter down for reconsideration of the Order within the contemplation of Rule 12(9) of the Special Tribunal Rules, on at least one week's notice to the SIU, whereafter the matter will be scheduled for a Case Management Meeting at which directions for the further conduct of the Reconsideration Application would be made.



Electronic signature

JUDGE M VICTOR

PRESIDENT OF THE SPECIAL TRIBUNAL

TO:

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Adv Thulelo Makola

Adv Silas Mononyane

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