

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF **KUILS RIVER**

HELD AT **KUILS RIVER**

Case no: 863/2020

In the matter between:

**SEALTEK CAPE (PTY) LTD**

Plaintiff

and

**SONET FITCHAT**

Defendant

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**PLAINTIFF'S PLEA TO DEFENDANT'S COUNTERCLAIM**

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**BE PLEASED TO TAKE NOTICE THAT** the Plaintiff herewith pleads as follows to the Defendant's counterclaim -

**RE PARAGRAPH 1**

1. The content of this paragraph is noted.

**RE PARAGRAPH 2**

2. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that -

2.1 the Plaintiff was prohibited by the Defendant during or about October 2019 from completing the work provided for in the quotations attached to the Plaintiff's particulars of claim; and

2.2 the work completed by the Plaintiff up until October 2019, was completed in a proper and workmanlike manner and in accordance with industry standards and norms.

### **RE PARAGRAPH 3**

3. The content of this paragraph is denied and is the Honourable Court referred to what is stated herein above in this regard.

### **RE PARAGRAPH 3.1**

4. It is denied that –

4.1 the Plaintiff placed cement between the joints of the boundary wall and is the Defendant put to proof thereof;

4.2 the joints were left unsightly and is the Defendant put to proof thereof; and

4.3 the Plaintiff failed to apply the correct product and/or in the correct manner and is the Defendant put to proof thereof.

and is it specifically pleaded that the Plaintiff repaired the joints in a proper and workmanlike manner and in accordance with industry standards and norms.

**RE PARAGRAPH 3.2**

5. It is denied that any works attended to by the Plaintiff need to be repaired and/or redone and is the Defendant put to proof thereof. The Honourable Court is furthermore in this regard referred to paragraph 2 above.

**RE PARAGRAPH 3.3**

6. It is denied that the Plaintiff is indebted to the Defendant in the amount of R182 964-70 or any other amount whatsoever.

**RE PARAGRAPH 4 (INCLUDING SUB-PARAGRAPHS)**

7. It is denied that the Plaintiff caused any damage whatsoever to the Defendant's property and is the Defendant put to proof thereof.

**RE PARAGRAPH 5**

8. It is denied that the Plaintiff removed any items from the Defendant's property and is the Defendant put to proof thereof.

#### **RE PARAGRAPHS 6 AND SUB-PARAGRAPHS 6.1 TO 6.4**

9. It is denied that the Plaintiff broke any items belonging to the Defendant or used any items belonging to the Defendant rendering it no longer fit for its intended purpose.

#### **RE SUB-PARAGRAPH 6.5**

10. The content of this paragraph is denied and the Defendant put to proof thereof.

#### **RE PARAGRAPH 7**

11. It is denied that the Plaintiff is indebted to the Defendant in the amount of R11 354-75 or any other amount whatsoever.

#### **RE PARAGRAPH 7.1**

12. It is denied that the Defendant enjoys further claims against the Plaintiff and is the Defendant put to proof thereof.

#### **RE PARAGRAPH 7.1.1**

13. It is denied that Durbanville Cleaning Service ever attended to the cleaning of the property, is the Defendant's claim in this regard accordingly denied and the Defendant put to proof thereof.

**RE PARAGRAPH 7.1.2**

14. The content of this paragraph is denied and the Defendant put to proof thereof.

**RE PARAGRAPH 7.1.3**

15. The solar heating pipes were cut off underground on the instructions of the Defendant and/or the Defendant's husband and a "u-bend" installed. It is denied that the work performed in this regard was improper, is the Defendant's claim in this regard accordingly denied and the Defendant put to proof thereof.

**RE PARAGRAPH 7.1.4**

16. As pleaded hereinbefore, the Plaintiff was prohibited by the Defendant during or about October 2019 from completing the work provided for in the quotations attached to the Plaintiff's particulars of claim. It is furthermore explicitly pleaded that the Plaintiff removed all the rubble created by it from the Defendant's property, is the Defendant's claim in this regard accordingly denied and the Defendant put to proof thereof.

**RE PARAGRAPHS 7.1.5 AND 7.1.6**

17. The content of these paragraphs is denied and the Defendant put to proof thereof.

**RE PARAGRAPH 7.1.7**

18. The content of this paragraph is denied and is the Honourable Court in this regard referred to paragraph 2 above.

**WHEREFORE** the Plaintiff prays that the Defendant's counterclaim be dismissed with costs.

DATED at BRACKENFELL on this 1<sup>st</sup> day of JUNE 2020.



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**FPS ATTORNEYS**

Attorneys for Plaintiff

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(Ref: LL/nh/MAT1814)

**TO: THE CLERK OF THE COURT**  
Magistrates Court  
KUILSRIVER

**AND TO: TIEFENTHALER ATTORNEYS INC.**

Attorneys for Defendant

Per: **L PORTELLAS**

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