

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

CASE NO: 146422/2025

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: NO
<u>23 March 2026</u>	<u><i>Mahosi</i></u>
DATE	SIGNATURE

In the matter between:

JORDAN GABRIEL BELL

Applicant

and

TIMOTHY PAUL HOGINS

First Respondent

ESME BELL

Second Respondent

JUDGMENT

Mahosi, J

Introduction

[1] The applicant seeks an order declaring that the first respondent is his biological father and compelling him to continue providing financial support until he becomes self-supporting after completion of his tertiary education. The first respondent opposed the application.

[2] At the hearing of the matter, the applicant brought an application for leave to file a supplementary affidavit, which the first respondent opposed. Rule 6(5)(e) enables the Court, in exercising its discretion, to permit further affidavits. In this matter, the supplementary affidavit is necessary for the determination of the merits of the matter. In addition, no prejudice would be suffered by the first respondent, as he was afforded an opportunity to file a further affidavit. As such, the leave to file the supplementary affidavit is granted.

The parties

[3] The applicant, Jordan Gabriel Bell, is a 21-year-old man. The first respondent, Mr. Timothy Paul Hogins, is the applicant's biological father. The second respondent, Ms. Esme Bell, is the applicant's biological mother.

Background

[4] In 2000, the first and second respondents were involved in a romantic relationship, which ended in September 2003, shortly after the second respondent discovered that she was pregnant with the applicant. The second respondent gave birth to the applicant in 2004, and they both resided with the second respondent's mother in Sandton.

[5] The first respondent failed to provide financial maintenance for the applicant until the second respondent, assisted by her mother, instituted legal proceedings against him. The parties settled the dispute out of court, and the first respondent agreed to make monthly contributions of R1 500,00. This amount increased over time to R2 500,00 and eventually to R3 500,00 per month. The applicant was also maintained on the first respondent's medical aid scheme. Despite the first respondent's acceptance of his parental responsibilities towards the applicant, he was not named on the applicant's birth certificate.

[6] In 2019, the first respondent enrolled the applicant at Weston Agricultural College ("Weston"), a boarding school in Mooi River, KwaZulu-Natal, for grades 9 to 10. The applicant's half-brother, the first respondent's son from his marriage, also attended the same school, and the first respondent paid for tuition and boarding fees for both of them.

[7] In 2020, when the COVID-19 pandemic began, the applicant was visiting his family in Johannesburg on a school holiday. As a result of the associated travel restrictions, he transferred to Tineo Online School with the first respondent's knowledge and consent. During this time, the second respondent lived in a flat in the Johannesburg CBD with the applicant's older sister. In September 2020, the second respondent lost her employment as a receptionist at Armani Spa, and they were forced to move again. Due to the disruption caused by the move to his studies, he temporarily moved in with the first respondent at the start of November, at the first respondent's suggestion, to write his exams in a relatively stable environment.

[8] On 22 December 2020, the applicant moved back in with the second respondent, who had secured new employment and was able to rent a flat in Davidsonville, Roodepoort. In October of 2022, the second respondent lost her job again. As a result, they moved in with her boyfriend near Florida Lake shortly before the applicant's final exams. In January of 2023, the applicant received his poor matric results. He planned to rewrite matric and began to make the necessary arrangements to do so.

[9] At the end of January 2023, the applicant and the second respondent lost their accommodation in Florida, and the second respondent moved in with the applicant's sister and her partner. However, the applicant's sister's place was not large enough to accommodate the applicant. Resultantly, the applicant was left homeless and reached out to several friends. From January 2023 until July 2023, he slept on various friends' couches whilst working part-time and trying to study to rewrite his matric.

[10] In August of 2023, the applicant contacted the first respondent and explained his situation. Unimpressed with the applicant's matric results, the first respondent indicated that the applicant could only stay with his family at the end of September

2023, after his half-brother's matric dance at Crawford College, where his half brother had subsequently been enrolled. This affected the applicant emotionally to an extent that he consulted a psychologist at the end of August 2023 and was immediately referred for admission to Life Poortview Hospital, a dedicated mental health facility specialising in general psychiatry, where he stayed for 21 days.

[11] After his discharge, the applicant moved in with the first respondent and his family from 28 October 2023 until February 2024, when he commenced tertiary studies at Eduvos in Midrand, studying towards a higher certificate in business management. During his time at Eduvos, the first respondent provided the applicant with financial support, including a monthly cash allowance of R3 500.00, a travel allowance of R600.00, tuition fees of R46 342.00, monthly accommodation fees of R3 850,00, and medical aid.

[12] In July 2024, the first respondent informed the applicant for the first time that he doubted his paternity and requested a DNA test. This communication caused significant emotional distress to the applicant. The paternity testing process was protracted. The first test was scheduled for 13 August 2024, but it did not proceed at the applicant's request to attend to his health issues.

[13] Correspondences between the parties' attorneys were exchanged in an attempt to resolve the dispute. In a letter dated 17 September 2025, the first respondent offered financial support to the applicant based on two conditions. The first option covers the applicant's tertiary education, requiring him to complete aptitude assessments within six weeks, reside with the second respondent, and provide regular academic progress reports. Under this option, the first respondent will pay all tuition and related costs directly to the service providers, along with a monthly living allowance of R5 700.00, and enroll the applicant in a medical aid scheme. If the applicant does not gain admission for 2026, the monthly allowance will be provided for six months. Should the applicant fail any academic year, funding for further studies will end, and a monthly allowance will be provided for six months to afford the applicant an opportunity to find employment. Additionally, the first respondent may consider buying a pre-owned vehicle at the start of the third year if the applicant maintains a minimum average of fifty-five percent over the first two years and avoids

excessive socializing and alcohol consumption while living in shared student accommodation.

[14] In the latter dated 03 October 2025, the first respondent altered the first tender by offering to R10 000.00 per month for thirty-six months should the applicant fail any of the years. He also made the second offer in which he tendered to pay R10 000.00 per month for thirty-six months in full and final settlement of all claims against him if the applicant decides not to pursue tertiary education.

[15] In addition, the first respondent stated that he does not agree to the applicant being allowed to retake the matriculation exam, as he has already had two opportunities to take it and was unsuccessful both times. He emphasized that any tertiary education institution chosen by the applicant must accept him despite his failure to pass the matric exam and his unsuccessful first year at Eduvos.

[16] The applicant did not accept the above options, and as such, the dispute could not be resolved. In November 2024, the first respondent ceased all financial support to the applicant. This prompted the applicant to bring this application.

The applicant's case

[17] The applicant is currently employed as a sales representative for Mercury Financial Services, earning a salary of R4 500,00 per month. He resides with his uncle and is self-funding a matric rewrite course through Skills Academy, for R790.00 per month. On the strength of the paternity test results dated 8 September 2025, which confirmed that the first respondent is his biological father, the applicant contends that the first respondent is obligated to support him until he is self-supporting. He avers that he requires financial support to rewrite matric, complete his higher certificate at Eduvos, and further his studies to ultimately qualify with a bachelor's degree and honors in business.

[18] The applicant contends that the first respondent's cessation of financial support, which occurred before the DNA testing was completed, left him in financial distress. He claims that he accumulated arrears with his landlord and Eduvos, and was ultimately assisted by his uncle, who provided accommodation and support. He

argues that the maintenance contributions he seeks are reasonable and within the first respondent's affordability.

The first respondent's defence

[19] The first respondent's opposition is primarily founded on the basis that the applicant is a major, employed adult who has failed to demonstrate a need for maintenance. He contends that the applicant's academic failures are attributable to his own choices and lifestyle, including following the misguided influence of the second respondent. In addition, the first respondent avers that the quantum claimed is exorbitant and unsubstantiated. For the above reasons, the first respondent argues that the applicant has not discharged the onus of proving his reasonable monthly expenses, and that he made a reasonable settlement tender, which the applicant rejected.

[20] The first respondent raised the existence of a verbal agreement with the second respondent that DNA testing would be conducted when the applicant turned eighteen. The second respondent disputes this agreement. The first respondent further alleges that the second respondent misappropriated the applicant's maintenance funds for her own benefit, that the applicant's family has become dependent on his support, and that the application is a collective effort to extort money from him.

[21] On 17 September 2025, the first respondent made a tender offering to pay for tertiary education at an appropriate institution and a monthly amount of R5 750,00 into the applicant's bank account, enroll the applicant on his medical aid, purchase a suitable pre-owned vehicle at the commencement of the applicant's third year, subject to academic performance, and provide support for six months to find employment if not accepted into tertiary studies. The tender was conditional upon the applicant residing with the second respondent in Randfontein, submitting to aptitude testing, and maintaining satisfactory academic progress. The applicant rejected this tender as insufficient and impractical.

Issue for determination

[22] The central issue for determination is whether the first respondent owes a duty of support to the applicant, and if so, the extent and duration of such duty.

Legal framework

[23] The duty of support owed by parents to their children is governed by both common law and statute. Section 18(2)(b) of the Children's Act 38 of 2005 provides that a parent has the responsibility to care for the child, maintain contact with the child, act as a guardian of the child, and contribute to the maintenance of the child. While this section primarily addresses minor children, the common law imposes a duty of support on parents to major children in certain circumstances.

[24] In *Burse v Bursey and Another*¹, the Supreme Court of Appeal (SCA) held that:

“According to our common law both divorced parents have a duty to maintain a child of the dissolved marriage. The incidence of this duty in respect of each parent depends upon their relative means and circumstances and the needs of the child from time to time. The duty does not terminate when the child reaches a particular age but continues after majority. (*In re Estate Visser* 1948 (3) SA 1129 (C) at 1133 4; *Kemp v Kemp* 1958 (3) SA 736 (D) at 737 *in fine*; *Lamb v Sack* 1974 (2) SA 670 (T); *Hoffmann v Herdan NO and Another* 1982 (2) SA 274 (T) at 275A.) That the duty to maintain extends beyond majority is recognised by s 6 of the Divorce Act 70 of 1979. Section 6(1)(a) provides that a decree of divorce shall not be granted until the Court is satisfied that the provisions made or contemplated with regard to the welfare of any minor or dependent child of the marriage are satisfactory or are the best that can be effected in the circumstances. Section 6(3) provides that a Court granting a decree of divorce may make any order which it deems fit in regard to the maintenance of a dependent child of the marriage. This provision must be contrasted with the provision in the subsection relating to the custody or guardianship of, or access to, a minor child. A maintenance order does not replace or alter a divorced parent's common law duty to maintain a child. In *Kemp v Kemp* (*supra*) Jansen J stated at 738A B that as a matter of expediency the Court, as the upper guardian of the child, usually regulates

¹ 1999 (3) SA 33 (SCA), at 36D-H.

the incidence of this duty as between the parents when it grants the divorce and that its order for maintenance is ancillary to the common law duty to support.”

[25] The above authority accentuates the fundamental obligation of maintenance. It serves as a reminder of the courts' mandate to uphold the legal and financial responsibilities between parties, thereby safeguarding the rights and well-being of dependent children. Two primary factors determine the quantum of maintenance. The first is the child's circumstances and needs. The second is the parents' means. In determining reasonable needs, the court considers the standard of living the child would have enjoyed had the family unit remained intact, as well as the child's actual requirements.

Evaluation

Paternity and duty of support

[26] The paternity test results conclusively establish that the first respondent is the applicant's biological father. Thus, any paternity dispute is now moot.

[27] The first respondent has, by his own admission, fulfilled the role of a father throughout the applicant's life. He provided financial support from the applicant's infancy, maintained him on his medical aid, paid for his schooling, and supported him through periods of emotional difficulty.

[28] In his answering affidavit, the first respondent states that he *"took care of the applicant in ways that were above and beyond the verbal agreement and the initial maintenance arrangement."* The fact that the first respondent now seeks to resile from this duty is concerning. The parental obligation to support a child is not a voluntary undertaking that can be withdrawn at will. It is a legal duty arising from the parent-child relationship.

[29] As aforesaid, the duty to contribute to the maintenance of the child extends to major children who are not yet self-supporting.² The applicant, at 21 years of age, is employed part-time, earning R4 500,00 per month. He resides with his uncle, who provides accommodation and support out of kindness, not legal obligation. He is

² See *Bursesey v Bursesey and Another* supra

attempting to improve his matric results to pursue tertiary education. In these circumstances, the applicant cannot be considered self-supporting.

The applicant's need for maintenance

[30] The first respondent contends that the applicant has failed to establish his need for maintenance, pointing to the absence of bank statements, payslips, or a detailed breakdown of expenses. While it is correct that the applicant's founding affidavit could have provided greater detail regarding his monthly expenses, the replying affidavit attaches payslips confirming his monthly income of R4 500,00. The supplementary affidavit confirms that the applicant is enrolled with Skills Academy for a matric rewrite, paying R790.00 per month from his salary.

[31] The applicant's expenses are not difficult to infer. He requires accommodation, food, clothing, transportation, and educational materials. His current income is manifestly insufficient to meet these basic needs, particularly if he is to pursue full-time studies. The first respondent's own calculation of what he provided to the applicant while studying at Eduvos totaled approximately R14 758,00 per month. This is a useful indicator of the applicant's reasonable needs when engaged in full-time study.

[32] In light of the above, this Court is satisfied that the applicant has demonstrated a genuine need for maintenance. He is a young adult attempting to improve his qualifications and establish himself independently. The fact that he is employed and funding his own matric rewrite demonstrates initiative and a desire to become self-supporting, not indolence or entitlement.

Academic performance and commitment

[33] The first respondent places considerable emphasis on the applicant's academic failures, suggesting that further investment in his education would be wasted. The applicant's academic record is admittedly not strong. He obtained a diploma pass in matric after combining his 2022 and 2023 results. He passed five subjects and failed six in his first year at Eduvos.

[34] However, his results are contextualized by several factors. Firstly, the applicant's living circumstances during his high school years were unstable and

lacking in parental supervision. He was, by his own account, "*left to fend for myself*" during critical periods. Secondly, the applicant suffered significant emotional distress when the first respondent disputed his paternity. This disclosure, coming after 19 years of acceptance, was described by the applicant as "*absolutely shattering*." The timing coincided with his first year at Eduvos. Thirdly, the applicant's mental health declined to the point of requiring admission to Life Poortview Hospital for 21 days of in-patient treatment in August and September 2023. Fourthly, the first respondent's own correspondence with the applicant demonstrates a lack of empathy for the applicant's emotional turmoil. The first respondent's description of the applicant as a "*Lokasie brakkies*" (township dog) and instruction to "*man-up*" are not the words of a supportive parent.

[35] Importantly, the applicant is taking active steps to improve his academic standing. He is currently enrolled with Skills Academy to rewrite all six matric subjects in May/June 2026 to obtain a bachelor's pass, and he is funding this himself from his modest salary. This demonstrates commitment, not apathy.

[36] The first respondent's tender, while ostensibly reasonable, imposes impractical and potentially punitive conditions. Requiring the applicant to reside with the second respondent in Randfontein, when her accommodation is not secure and the applicant has previously experienced instability living with her, is not a sustainable arrangement. The condition that support would cease entirely after six months if the applicant cannot secure tertiary admission is also unduly restrictive.

The parties' conduct

[37] The manner in which the first respondent has conducted himself throughout these proceedings is concerning. He disputed paternity after 19 years of acting as the applicant's father, communicating this through WhatsApp in a manner the applicant described as "*absolutely shattering*." In addition, he withdrew his financial support from the applicant, causing financial distress and delaying the applicant's receipt of Eduvos results.

[38] The first respondent refused to postpone the paternity test scheduled for 13 August 2024 due to the applicant's illness, interpreting it as an attempt to delay the process. He then delayed rescheduling the test without explanation. On 30 May

2025, when the applicant arrived without his identity document, the first respondent refused to proceed, despite the applicant's uncle offering to retrieve it promptly. This inflexibility prolonged the applicant's uncertainty.

[39] The first respondent's attorneys adopted an aggressive stance, threatening punitive cost orders against the applicant and his attorneys personally. In addition, the first respondent's family members sent the applicant deeply offensive communications, suggesting he should "*commit suicide*", calling him a "*retard who is bisexual*", and stating "*you will never amount to 5% of who they are*" in reference to the first respondent's other children. Although these communications were sent from an unknown email address, their content strongly suggests knowledge of the proceedings that could only have come from the first respondent.

[40] The first respondent sent a WhatsApp message to the applicant's uncle stating, amongst other things, "*I will never love him as he's not mine and never will be*". This conduct is antithetical to the parental role the first respondent has occupied for two decades. It demonstrates a level of hostility and rejection that is deeply damaging to the applicant, who is, after all, his biological son.

Quantum of maintenance

[41] The first respondent does not dispute his ability to pay maintenance. He is a successful businessman, director of numerous companies, and described in media reports as a "*leading successful entrepreneur*." He has two sons with his wife, both of whom he maintains, and enjoys a lifestyle that includes luxury vehicles, international holidays, and private schooling for his children.

[42] The applicant claims maintenance of approximately R10 000,00 per month plus accommodation, transportation, medical aid, and tertiary education costs. This is broadly consistent with the R14 758.00 per month the first respondent was previously paying. The first respondent's tender of R5 750,00 per month (excluding accommodation) is substantially less than what he previously provided. The condition that the applicant resides with the second respondent is, as the applicant submits, impractical. The second respondent's accommodation is not secure, she is unemployed, and the applicant has previously experienced instability living with her.

[43] The Instagram screenshots annexed as "FA21" depict the first respondent and his family enjoying luxury branded clothing, international holidays, helicopter travel, luxury motor vehicles, and expensive watches. The applicant's half-brother is approximately the same age as the applicant and, on the first respondent's own version, plays professional rugby and runs two companies.

[44] While the applicant cannot reasonably expect to match every luxury enjoyed by the first respondent's other children, he is entitled to be maintained at a level that enables him to pursue his education and establish himself in life. The first respondent's substantial means should be applied to support his son, not merely to provide luxuries for his other children.

[45] This Court is satisfied that the amounts claimed by the applicant are reasonable in the circumstances. However, some flexibility is required to accommodate the uncertainty regarding which tertiary institution the applicant will ultimately attend and what his accommodation costs will be.

Conclusion

[46] This is a disturbing matter. A young man, having been raised for 19 years by the first respondent, a man he believed to be his father, is told that his paternity is in doubt. The subsequent DNA testing confirms that he is, in fact, his biological son. Yet rather than embracing him, the first respondent has rejected him, ceased financial support, and adopted a hostile stance that has encouraged family members to send abusive communications to the applicant.

[47] Despite these challenges, the applicant is attempting to improve himself. He works part-time, funds his own matric rewrite, and seeks to pursue tertiary education. He does not wish to be dependent on the first respondent indefinitely, but he seeks only the support necessary to become self-sufficient. The applicant has made out a case for maintenance.

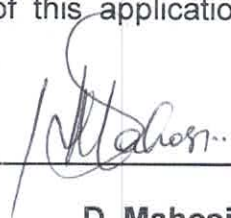
[48] The first respondent, a man of substantial means, has a legal and moral obligation to provide that support. His tender, while containing elements of reasonableness, is insufficient and imposes impractical conditions.

[49] In the circumstances, the following order is made:

Order

1. It is declared that the first respondent has acquired full parental responsibilities and rights in terms of section 18 of the Children's Act, 38 of 2005, and more specifically the parental responsibility to maintain the applicant financially until he is self-supporting.
2. The first respondent shall make payment to the applicant of the R 2 000.00 enrolment fee and the monthly fees in the amount of R790.00 in respect of the applicant's enrolment at Skills Academy to rewrite his matric in May /June 2026;
3. The first respondent shall pay the following maintenance to the applicant with effect from 1 April 2026, and on or before the first day of each succeeding month thereafter:
 - 3.1 The applicant's monthly accommodation cost of R6 500,00. For this purpose, the first respondent shall purchase the necessary, modest, and basic furnishings required for the applicant's accommodation in the amount of R 20 000.00.
 - 3.2 A monthly cash amount of R 5 500.00 to cover groceries, cell phone expenses, clothing, toiletries, and other necessities.
 - 3.3 A monthly transportation cost of R 1 500 00.
 - 3.4 The first respondent shall retain the applicant as a beneficiary on his medical aid scheme or equivalent scheme, and shall pay the monthly premiums and any reasonable medical expenses not covered by the scheme.
 - 3.5 The first respondent shall pay all costs associated with the applicant's tertiary education, including but not limited to tuition fees, registration fees, prescribed textbooks, stationery, and any compulsory equipment required by the tertiary institution. Such payment shall be made directly to the relevant institution upon presentation of a valid invoice.

4. The monthly amounts referred to in paragraphs 3.1, 3.2, and 2.3 above shall escalate annually on the anniversary date of this order in accordance with the Consumer Price Index.
5. The first respondent's obligation to pay maintenance shall continue until the earliest of:
 - 5.1 The applicant completing a bachelor's degree and one year's honours degree (or equivalent qualification) in a field of study chosen by him, provided that the applicant demonstrates reasonable academic progress.
 - 5.2 The applicant becomes self-supporting, defined as earning a gross monthly income sufficient to meet his reasonable needs without parental assistance.
 - 5.3 The applicant failing to make reasonable academic progress for two consecutive years, provided that such failure is not attributable to circumstances beyond his control, including but not limited to illness, disability, or other good cause shown.
 - 5.4 Should the applicant fail two consecutive years of his tertiary education, the first respondent shall continue to make payment to the applicant in accordance with paragraphs 3.1, 3.2, 3.3, and 3.4 above for a period of one year.
6. The applicant shall provide the first respondent with copies of his academic results at the end of each semester.
7. The first respondent is ordered to pay the costs of this application, including the costs of counsel on Scale C.



D. Mahosi J
Judge of the High Court
Gauteng Division, Johannesburg

Date of hearing: 29 January 2026

Date of delivery: 23 March 2026

Delivered: This judgment was handed down electronically by circulation to the parties' representatives through email. The hand-down date is deemed to be 23 March 2026.

Appearances

For the applicant: Advocate F. Bezuidenhout

Instructed by: Vanessa Fernihough and Associates

For the first respondent: Advocate A. De Wet S.C.

Instructed by: Casper Le Roux Incorporated Attorneys