REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA,

GAUTENG LOCAL DIVISION, JOHANNESBURG

Case Number: 49674/2021

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) REVISED. NO

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DATE

In the matter between:

PUTCO (PTY) LIMITED

Applicant

And,

MEC FOR ROADS AND TRANSPORT, GAUTENG First Respondent

THE MINISTER OF TRANSPORT Second Respondent

AND FORTY-ONE OTHERS Third to Forty- Third Respondents

Case Number: 51091/2021

In the matter between:

TRUSTEES FOR THE TIME BEING OF First Respondent

THE BUS INDUSTRY RESTRUCTURING FUND

SOUTHERN AFRICAN BUS OPERATORS Second Respondent

ASSOCIATION

And,

GAUTENG DEPARTMENT OF ROADS AND TRANSPORT First Respondent

NATIONAL DEPARTMENT OF TRANSPORT Second Respondent

MINISTER OF TRANSPORT Third Respondent

JUDGMENT

FISHER J

Introduction

[1] This is a combined judgment dealing with two related cases both of which relate to contracting and regulation within the commuter bus industry. Specifically, the applications relate to the MEC's decision to put out to tender, on behalf of the Gauteng Provincial Government, the supply of road based subsidised public commuter services for Gauteng in respect of Soweto, Hammanskraal, Tembisa/Tsakane/Vosloorus, Soshanguve, Mabopane/Garankuwa, Sebokeng, Orange Farm/Lenasia and Atteridgeville/Mamelodi.

[2] The first application ('the PUTCO application') was brought by PUTCO, who is the incumbent service provider, against the Department. In terms of this application Putco seeks:

- the review and setting aside of the tender under the Promotion of Administrative Justice Act 3 of 2000 ("PAJA") and/or on the ground of illegality;
- alternatively, an interdict preventing the MEC from pursuing the tender any further; and
- a declaratory order, inter alia, to the effect that the MEC is not permitted to put an opportunity to conclude subsidised service contracts out to tender in terms of section 42 of the National Land Transport Act 5 of 2009 ("NLTA") until and unless there are

valid and compliant transport plans and integrated public transport networks, as defined in the NLTA, in place for the relevant areas.

[3] The second of the applications ('the SABOA application') was brought by the Trustees of the Bus Industry Restructuring Fund (the Fund) and the Southern African Bus Operators Association (SABOA). These applicants are role players which represent the interests of unionised Labour in the industry. They also seek the review and setting aside of the tender and align themselves with the causes of action raised by Putco.

[4] The MEC denies that the tender is unlawful. He has also brought a counter-application which spans both the Putco and SABOA applications. It is a self-review by the MEC aimed at setting aside an agreement which was concluded more than 20 years ago between Government and industry roll players, including Putco and SABOA. This agreement which has become known in the industry as the Tripartite Agreement ('TA') has formed an integral part of the regulatory and contractual environment in which the Government subsidised commuter bus industry in South Africa operates and it is implicated by the tender.

[5] By agreement between all parties the applications are dealt with together by special allocation, although they are not formally consolidated.

[6] I move to deal with the procedural background which has led to this joint special hearing.

Procedural background

[7] Putco is the incumbent service provider for the services covered by the tender and has been for decades.

[8] In order to put the tender out in the form required by the MEC it was necessary first to obtain the concurrence of the Minister. This is because of there are prescribed requirements and model tender documents developed under the NLTA in consultation with the Minister which apply universally to subsidised service contracts unless the Minister

agrees that an authority such as the MEC may deviate from the requirements in a specific case; and unless the deviation from the model is agreed to in writing by the Minister.[1]

[9] The MEC sought what he contends is the requisite approval for the deviations in the proposed tender. The approval was purportedly granted by the Minister.

[10] The tender was subsequently advertised during October 2021.

[11] Putco and the applicants in the SABOA applications launched their related applications simultaneously during October 2021. The two applications are based on the same factual complex and are similar in form. Each has been brought in two parts: a Part A which sought urgently to interdict the tender process pending the determination of a review thereof and a Part B which sought the review of the tender and remedial relief.

[12] Part A of the applications were heard together as a matter of urgency before Mudau J who dismissed this part of the applications.

[13] On 18 January 2022, the Deputy Judge President (DJP) issued directives relating to conduct of Part B of the applications. Essentially the DJP set time limits for the filing of the record of the impugned decisions in terms of rule 53 and further affidavits and allocated the cases for a special hearing of the review applications. The MEC and the Minister are the State respondents in the matters; the individual tenderers have been joined in the proceedings and the labour unions representing implicated employees in the industry are also part of the proceedings. Only one of the tenderers, Litsamaiso (Pty) Ltd made submissions. Such submissions which were, in essence, an alignment with the case of the MEC.

[14] The applicants, having been unsuccessful at interdicting the tender pending the review, continued pursuing the tender process including receiving bids. But it has now emerged that there has been contention in the ranks of the State respondents for some time.

[15] On 1 February 2022, approximately a month before the hearing of the review, the State Attorney, wrote to the attorneys for Putco, Bowman Gilfillan and for BIRF, and SABOA,

[1] Section 42(6).

Werksmans for the purposes of proposing a settlement which included the removal of the matter from the roll on the basis that the tender process would be put 'on hold'. The State Attorney – on behalf of the MEC, referred to a 'written communique' from the Minister indicating that 'he has withdrawn his concurrence to advertise [the Tender].'

[16] The State Attorney indicated that in consequence the MEC undertook not to take any further steps pertaining to the tender. It contended that the application had therefore 'become moot' and should be removed from the roll. The suggestion appears to be that the tender process would be halted indefinitely although this is not made clear.

[17] The applicants deny that the MEC's undertaking to place the evaluation of bids on hold renders the reviews moot. They argue that the tender could be reinstated at any time. The applicants are correct; even with the MEC's indefinite undertaking, the tender document remains published, and the tender process remains live albeit suspended.

[18] The applicants contend that they remain entitled to a final determination of the issues raised in the review applications.

[19] The Minister's stated approach is essentially that more planning needs to be done to ensure that contracts concluded pursuant to a tender process are sustainable from a transport-planning and funding perspective. The Minister in his letter to the MEC refers to 'ongoing discussions between the [National] Department and the National Treasury' that aim to 'create a uniform national approach that gives effect to public transport policy, while maximizing value to the taxpayer. The Minister says he requires more time to engage with National Treasury and the Auditor-General in order to come up with 'a new dispensation, underpinned by a sustainable public transport funding model.'

[20] It cannot be disputed by the MEC that the purpose of his authority to put subsidised bus routes out to tender is inextricably linked to proper planning and sustainable funding models.

[21] Messrs Franklin SC and Ngubetobi SC for Putco argue, correctly, that the Minister's letter is a clear indication that a sustainable funding and policy foundation is not in place for the tender. The MEC does not dispute this.

[22] It is thus argued on behalf of Putco that it is irrational and unlawful for the MEC to continue with the tender in the circumstances. Mr Fourie SC on behalf of SABOA and the Fund agrees.

[23] Putco, SABOA and the Fund thus demanded a withdrawal of the tender as opposed to the putting on hold of its evaluation.

[24] The Minster has made no submissions. Although he entered appearance to oppose Part B, he abided the Court's decision in Part A.

[25] The MEC argues that he cannot lawfully withdraw the tender.

[26] Obviously, the ex post facto withdrawal of the Minister's consent to the tender is central to this matter and must be key to a proper determination of this matter.

[27] In order to properly understand the significance of the Minister's assertion that more planning is needed – both structurally and financially, it is helpful to understand the background to the present legislative and contractual scheme which is operating in the commuter bus industry.

[28] I move to deal with how constitutional imperatives as to procurement have been managed in the industry over the decades since the achievement of democracy.

The legislative and contractual framework post 1994

[29] Prior to the advent of South Africa's democratic dispensation, the government provided subsidised bus transport to the public through life-long or 'evergreen' permits to select bus companies for the provision of these services. Putco was one such company.

[30] The democratic administration adopted a new policy direction requiring that all subsidised bus contracts ultimately be awarded through a competitive tender system.

[31] As part of this process, incumbent operators agreed to forgo their evergreen permits in return for temporary or Interim Contracts and the promise of competitive tender processes in each province. Government recognised that the life-long permits could not simply be withdrawn or terminated. Accordingly, the Interim Contracts were introduced and put in place, as a bridging mechanism between the evergreen permit system and the tendered contract system.

[32] Between 1998 and 2000, a number of provinces successfully ran competitive tender processes and awarded new contracts replacing Interim Contracts. In the remaining areas, such as Gauteng, the Interim Contracts have remained in place.

[33] During the late 1990's and given the serious labour implications that the transition from the Interim Contracts system to the competitive tender system would have in the industry, an extensive consultation process was entered into by Government, Labour, and the bus companies. The result was the TA which was concluded in 1999.

[34] The TA was negotiated, drafted and concluded between the then Minister of Transport (representing the nine provinces), SABOA representing employers within the passenger transport industry and various labour unions representing interested employees in the industry.

[35] The TA records the terms upon which the parties agreed to undertake the process of replacing the Interim Contracts with new tendered contracts. Key terms for the purposes of these applications were:

- The TA included a right of first refusal for incumbent operators and this right was recognised and incorporated in the Interim Contracts with such incumbents including those with Putco now in issue.
- The TA required that any future tender process to replace the Interim Contracts would include provisions limiting sub-contracting and imposing levies on successful tender bidders.

[36] Pursuant to the conclusion of the TA, the Fund was established as a Trust, inter alia, to assist bus operators financially with the payment of retrenchment and severance payments to employees who are to be retrenched at the end of the Interim Contracts.

[37] During 2006, the interested trade unions sought to institute further negotiations to amend the terms of the TA to consider new developments. These negotiations were ultimately unsuccessful and the parties agreed to retain the TA in its current form. Importantly, there was no suggestion at these meetings by the Department that the TA was not binding.

[38] Accordingly, the majority of the Gauteng Interim Contracts, all with Putco, remained in force, being renewed from time to time by Government (and particularly, the Minister acting on behalf of, inter alia, Gauteng province) and the bus operators. These relationships were ultimately governed by the TA.

[39] There are approximately thirty Interim Contracts that remain in force throughout South Africa. The stated purpose of the Interim Contracts is to allow for an orderly and staged transition to a competitive tender bidding process and system. The applicants allege that such a process is required for, inter alia, the protection and preservation of thousands of jobs within the bus transportation industry.

[40] Eight of the thirty Interim Contracts are currently in force and operative within Gauteng province. These eight Interim Contracts account for over 80% of all buses operational on Gauteng roads, and cover the transportation of over 200 000 commuters a day.

[41] These eight Interim Contracts are sought to be replaced through the impugned tender.

[42] The eight Interim Contracts currently operative in Gauteng, have, since 1998 and the conclusion of the TA, been periodically extended by agreement between the relevant bus operators and government, the latter being represented by the Minister.

[43] One of the most recent extensions of an Interim Contract has occurred as recently as 2020, where an extension of the Interim Contract in question was agreed to by the relevant negotiating parties, to be extended for a further three year period, until 2023.

[44] As I have said, under the TA, these Interim Contracts expressly include a right of first refusal in respect of the first round of tendering for the incumbent service providers. This right of first refusal, which has been included and detailed in all eight Gauteng Interim Contracts, provides for the termination of Interim Contracts by Government on no less than three months' notice and thereafter, provides the previous Interim Contract bus operator(s) a preferential opportunity to obtain the new first Tendered Contracts.

[45] This history having been sketched, I now move to deal with the reviews in both applications.

The applicants' reviews

[46] Central to the reviews in both applications is the complaint that the MEC's decision to put the eight bus contracts out to tender is unlawful because it ignores the provincial Department's statutory and contractual obligations.

[47] Putco raises six grounds of review:

- First, that the City of Johannesburg has not yet implemented integrated public transport networks; and the MEC is not permitted to put an opportunity to conclude a subsidised service contract out to tender in terms of section 42[2] of the NLTA unless

[2] Section 42 reads as follows:
'42. Subsidised service contracts.—
(1) The contracting authorities must take steps within the prescribed period and in the prescribed manner before expiry of contracts contemplated in subsection (2) (a), (b) or (c) to put arrangements in place for the services to be put out to tender so that the services can continue without interruption.
(2) If after expiry of-
(a) a negotiated contract concluded under section 41;
(b) a subsidised service contract concluded under this section; or
(c) a negotiated contract, interim contract, current tendered contract or subsidised service contract concluded in terms of the Transition Act, or any extension thereof, the relevant services may continue to be subsidised, this must be done in terms of a subsidised service contract concluded in terms of this section.
(3) Where a contract referred to in subsection (2) (a), (b) or (c) has expired and no arrangements have been put in place to put the services out to tender, or such arrangements are unsatisfactory or inadequate in the

there are current integrated transport plans and integrated public transport networks in place for the relevant areas;

- Second, that integrated transport plans are not in place for all the municipal areas that are covered by the tender;
- Third, the tender does not include Putco's right of first refusal granted to it under extant contracts with the Department;
- Fourth, the tender document breaches the TA;
- Fifth, the Department's decision to put the contracts out to tender was procedurally unfair;
- Sixth, a work-spread model included in the tender document is unlawful and irrational.

[48] The applicants in the SABOA application argue that a tender process without recognition and incorporation of the terms of the TA leaves the bus industry — and particularly its labour force — vulnerable and unprepared for the dramatic impact of the termination of the Interim Contracts. They argue that the tender process is reviewable on this basis.

Minister's opinion, the Minister must forthwith enter into negotiations with the contracting authorities, the National Treasury and the Auditor-General with a view to ensuring compliance with this Act and legislation on financial and procurement issues.

(4) Only a contracting authority may enter into a subsidised service contract with an operator, and only if the services to be operated in terms thereof, have been put out to public tendering and awarded by the entering into of a contract in accordance with prescribed procedures in accordance with other applicable national or provincial laws.

(5) The validity period of a subsidised service contract must not exceed seven years.

(6) The Minister may, in consultation with the MECs—

(a) prescribe requirements for tender and contract documents to be used for subsidised service contracts which must be binding on contracting authorties, unless the Minister agrees that an authority may deviate from the requirements in a specific case; and

(b) provide model tender and contract documents, and publish them in the Gazette, for subsidised service contracts as a requirement for contracting authorities, who may not deviate from the model tender and contract documents, unless this is agreed to in writing by the Minister, but those documents may differ for different authorities or situations.

(7) The model tender and contract documents published in terms of the Transition Act shall cease to apply as from the date of commencement of this Act.

[49] The applicants argue that the impugned tender process will give rise to the very harm that government, unions and the bus industry sought to avoid through the conclusion of the TA.

[50] Thus, foundational to both applications are complaints about lack of planning and a tender process which fails to take into account an entrenched legislative and contractual scheme which has been implemented for decades.

[51] A report published by City of Johannesburg (COJ) in October 2020 in relation to the review of and redevelopment of an Integrated Public Transport Network (IPTN) for the greater Johannesburg area forms part of the rule 53 record. The report espouses a phased implementation plan which has as its objects to:

- 'Develop a transport model that is appropriate for evaluating IPTN design alternatives.
- Use the transport model to evaluate various IPTN options.
- Propose a framework for measuring IPTN sustainability, which transcends basic financial metrics.
- Propose a sustainable IPTN for the City of Johannesburg.
- Provide a phased implementation plan for the period up to 2025.'

[52] It emerges from the report that the plan is ambitious and that much still needs to be done by the COJ to plan the IPTN.

[53] A further document forming part of the record is a 25 Year Integrated Transport Master Plan for Gauteng province. This Master Plan is dated November 2020. In it detailed proposals for transport industry, including bus transport is diligently set out. An important part of the report is the Financing Plan espoused therein. It emerges from the Master Plan that funding requirements fall woefully short of requirements in the system envisaged.

[54] The Minster's protestations to the MEC that he needs more time to engage with National Treasury must be seen in the context of the proposed planning in Gauteng and taken seriously.

[55] It appears generally that a lack of governmental planning as to the integration of transport networks has formed a basis in these proceedings for complaints as to non-compliance with the contractual and legislative scheme which is presently in force.

[56] The terms of the TA are not in dispute and neither is it in dispute that the applicants have vested rights arising out of the TA. It is common cause that the impugned tender process has failed to take account of these rights.

[57] Thus the only approach open to the MEC in the context of the complaints relating to the failure to comply with the TA is to attempt set aside the TA. Hence the counterclaim.

[58] Whilst there may or may not be merit in the MEC's claim that the TA is unconstitutional, the challenge to the validity of the TA is patently reactive.

[59] In *Tasima*, Khampepe J, writing for the majority, cautioned that an organ of state will only be permitted to rely on a reactive challenge to escape the effects of its own decision if 'its reasons for doing so are sound, and there is no unwarranted delay.'

[60] The delay on any version is unprecedented. The reasons for the self-review in the context of these applications are questionable and expedient. Furthermore, the MEC does not respond to allegation that nothing in the Rule 53 record shows that the MEC considered the TA when it decided to embark on the tender process and when it decided the terms and parameters of the tender. This in itself may be a ground for review.

[61] The Minister's concession that more planning is needed and the consequent withdrawal of his approval for the tender has brought about a something of a sea-change in the applications. I turn to examine the implications of this concession and withdrawal on the relief sought in the applications.

What is the implication of the Minister's withdrawal of consent?

[62] The MEC has agreed to the Minister's request that the tender be put on hold indefinitely. He contends however that he is not at liberty to withdraw the tender. His argument is essentially that the tender was validly put out with the necessary approval and the Minister is not legally entitled to simply withdraw his consent.

[63] The MEC argues that the only solution is for the Minister to self-review his earlier decision to give the written consent. Failing this decision being set aside argues the MEC, the Minister's approval of the tender stands on the basis of the *Oudekraal*[3] principle.

[64] The argument then devolves into a semantic standoff - the applicants argue that the Minister has taken a decision to withdraw the consent. That decision, argue the applicants, stands until it is set aside. The MEC in response questions whether the Minister is empowered to withdraw the consent.

[65] But these administrative contortions are a distraction from the real issue. It seems that there is general agreement between the MEC and the Minister to the effect that there needs to be further planning of a structural and financial nature before a valid tender process can ensue. The Ministers approach entails a concession that the Minister's consent, which was purportedly provided under section 42(6), was ill considered.

[66] Rationally, this further planning is likely to engage at least some of the issues in the application. Thus, the tender being 'on hold' as opposed to at an end, will create a tangled backdrop to such further planning which is currently underway at a high level and is, on the Minister's assertion, to be treated as a priority.

[67] It is, to my mind, entirely unhelpful and unnecessary for these issues of constitutionality to be determined now. Were this to Court make findings as to the validity or otherwise of contracts which form the basis for historical planning this would, to my mind, adversely affect the process.

[3] It is a principle of law that , subject to the effect of permissible collateral challenges, administrative decisions stand to be recognised as valid unless and until they are set aside on judicial review; see Oudekraal Estates (Pty) Ltd v City ofCape Town and Others 2004 (6) SA 222 (SCA), especially at para 26- 27.

[68] However, it is clearly in the interests of all the parties that clarity be obtained on the process which now stands inchoate and subject to the further review of one or another of the Minister's decisions. As I have said the Minister did not oppose an interim order pending the review and made no submissions in relation to the final relief.

[69] It seems that, whilst the MEC must make a show of espousing the constitutionality of the tender process, he has his own doubts. Given the policy -centric and planning-dependant environment in which the tender is to be evaluated, a proper process cannot be run without the Minister's buy-in and proceeding with the tender in the circumstances is an exercise in futility.

[70] I thus move to a discussion of the appropriate relief.

Discussion

[71] It appears that the MEC has made clear that he feels himself caught in an administrative quagmire. Having shot the bolt of what seems, on reflection, to have been an ill-advised tender process he has taken the view that he is not able to reverse it without controversy. The Minister appears to acknowledge that he mistakenly gave his consent in the first place.

[72] As Ms Nkosi-Thomas SC for the MEC has put it – the MEC is bound to follow the course which has been set 'unless he is interdicted by this Court'.

[73] I thus move on to a consideration of the interdictory relief sought by Putco.

Interdictory relief

[74] This relief was introduced by Putco by the amendment of its notice of motion following the disclosure that the Minister no longer lent his support to the tender process.

[75] The applicants in the SABOA application also support such relief.

[76] The applicants have a clear right to just administrative action. The harm that will befall the applicants as key industry players and representatives is clear. If this inchoate tender process which is not supported by National Government is allowed to proceed to its inevitable fate of not being capable of financial and structural realisation – many years of litigation are likely to follow with the attendant expense and frustration and inability to properly conduct business which comes with such litigation.

[77] The applicants' right to just administrative action is frustrated by the continuation of the tender process in the circumstances.

[78] To my mind, the review relief is not, in the circumstances of this case, the appropriate remedy and Putco has made out a case for an interdict.

[79] Putco seeks, further relief in the form of a declarator. I move to deal with this relief.

Declaratory relief

[80] It is sought that I declare that the National and Provincial Departments are not permitted to put an opportunity to conclude a subsidised service contract out to tender in terms of section 42 of the National Land Transport Act unless and until there are current integrated transport plans and integrated public transport networks in place for the relevant areas.

[81] Mr Franklin argues that the declaratory relief would bring certainty to this question, which would be beneficial for Putco and others in a similar position.

[82] To my mind, I do not have jurisdiction under section 21(c)[4] of the Superior Courts Act[5] to grant the declaratory relief sought. It is not the function of this Court to act in a consulting or advisory function.

[83] However, even if I am wrong and I do have such jurisdiction, I would not exercise my discretion in favour of making such a declaration.

[84] Such a declaration could serve to constrain the further exercise of the Minister, MEC and Treasury as to the carrying out of their respective administrative functions and this would be unfortunate.

[85] The fact that National Treasury has not been joined in the application for such relief is to my mind also a fatal impediment to the seeking of such relief.

Conclusion

[86] The case changed dramatically with the Minister's withdrawal of his consent to the tender process. The MEC was left with a process which was, on the expressed attitude of the Minster alone, assailable.

[87] Even if the MEC is correct that the Minister's withdrawal stands until set aside – this does not change the fact that the tender process is, on any version, not capable of proper realisation without the approval of the National Government.

[88] The review in the SABOA application is overtaken by the interdict. I understood the applicants in the SABOA application to align themselves with Putco's amended relief. It is

[4] Section 21(1) reads as follows in relevant part:

' *Persons over whom and matters in relation to which Divisions have jurisdiction*

(1) A Division … has the power-

(a)…;

(b) …;

(c) in its discretion, and at the instance of any interested person, to enquire into and determine any existing, future or contingent right or obligation, notwithstanding that such person cannot claim any relief consequential upon the determination.

[5] Act 10 0f 2013.

thus appropriate that the interdict be granted under the rubric of alternative relief in the SABOA application.

Costs

[89] The applicants had no choice but to bring these applications. The MEC, in light of the ex post facto acknowledgment of unreadiness and the withdrawal of approval by National Government, can hardly assert that the impugned tender process was not ill-considered in the first place.

[90] In relation to the opposition of Litsamaiso it is my view that its level of engagement was not such as to attract an adverse costs order. Its opposition essentially constituted an endorsement of the MEC's argument and as such, to the extent that any new issues arose from such opposition, same were negligible. To my mind it has not shown that it is entitled to any costs.

[91] The first and second respondents should pay the costs of the applicants. The issues raised were complex. However, I am not persuaded that the costs of three counsel should be allowed.

Order

[92] I make the following orders:

In case number 49674/21 (Putco application):

1. The first and second respondents are interdicted from taking any further action in the advancement of the impugned tender.
2. The counterclaim is dismissed.
3. The first and second defendants are to pay the costs of the applicants such costs to include the costs of two counsel.

In case number 51091/21 (SABOA application):

1. The first and second respondents are interdicted from taking any further action in the advancement of the impugned tender.
2. The counterclaim is dismissed.
3. The first and second defendants are to pay the costs of the applicants such costs to include the costs of two counsel.

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FISHER J

HIGH COURT JUDGE

GAUTENG LOCAL DIVISION, JOHANNESBURG

Date of Hearing: 17-18 March 2022.

Judgment Delivered: 11 April 2022.

APPEARANCES:

In case number 49674/21 (Putco application):

For the Applicant : Adv A E Franklin SC.

Adv T N Ngcukaitobi SC.

Adv J Mitchell.

Instructed by : Bowmans Gilfillan Inc.

For the 1st Respondent : Adv L Nkosi-Thomas SC.
Adv N Ntuli.
Adv T Makola.

Instructed by : The State Attorney.

For the 43rd Respondent : Adv M Kgomongwe.

Instructed by : SGA Law Africa Attorneys.

In case number 51091/21 (SABOA application):

For the Applicants : Adv G Fourie SC.

Adv F Hobden.

Adv N Ndlovu.

Instructed by : Werksmans Attorneys.

For the 1st Respondent : Adv L Nkosi-Thomas SC.
Adv N Ntuli.
Adv T Makola.

Instructed by : The State Attorney.