



IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

CASE NO: 43156/2017

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

11 December 2017
DATE


SIGNATURE

11/12/17

In the matter between:

MOIPONE GROUP OF COMPANIES (PTY) LTD

APPLICANT

and

**CITY OF TSHWANE METROPOLITAN
MUNICIPALITY**

FIRST RESPONDENT

MOEKETSI EMANUEL MASOLA

SECOND RESPONDENT

JUDGMENT

VUMA, AJ

[1] The applicant, hereinafter "Moipone Group" seeks to enforce the Private Public Partnership Agreement, hereinafter "PPP agreement", entered into between itself and the First Respondent, hereinafter "the City", and also for an enforcement order for the City to comply with the previous order handed down on 29 March 2017 by Honourable Davis AJ, hereinafter "the Davis Order". In essence, the Davis Order ordered the City to, *inter alia*, comply with its obligations in terms of the PPP agreement. The nature of the relief sought is a combination of mandatory and prohibitory interdicts for compliance by the City as aforesaid.

[2] Counsel for Moipone Group submits that the nub of the application seeks:

- 2.1 the Court to direct the City to comply with the Davis Order which in essence -
 - 2.1.1 prohibits the City from issuing purchase orders to Bulldozer Trading CC, hereinafter "Bulldozer" and Xmoor Transport (Pty) Ltd, hereinafter "Xmoor", for the managed maintenance of category A and C vehicles;
 - 2.1.2 prohibit the City from appointing and issuing purchase orders to other service providers for the *ad hoc* category C vehicles (waste fleet vehicles) regulated by schedule 7 of the PPP agreement;
- 2.2 that the City be ordered to accept delivery of category C in line with its request of 10 May 2017, and orders related thereto;
- 2.3 that the City be compelled to issue purchase orders for managed maintenance of both category A and C vehicles, in terms of clause 6 of schedule 9 of the PPP agreement; and
- 2.4 that the City be ordered to pay Moipone Group's invoices which are due and payable and outstanding for more than 30 days within seven (7) days of the order.

[3] The City applied for leave to appeal the Davis Order but same was dismissed by the Supreme Court of Appeal on 13 September 2017. Counsel for Moipone Group submits that in light thereof Moipone Group therefore has a clear right. He further submits that the agreement between the parties obliges each party to comply with its respective obligations, which obligations *vis-a-vis* the City, include the acceptance of Moipone Group's vehicles by the City as requested by the latter on 10 May 2017; the issuing of purchase orders and the prompt payment of Moipone Group's invoices.

[4] By way of background, Moipone Group was the successful tenderer arising from a bidding process conducted by the City. A contract was concluded between the parties with regard to category A and C vehicles which, *inter alia*, relates to an extensive delivery of fleet services to the City and managed maintenance services, as defined in the PPP agreement. After the Davis Order, which found that the City is compelled to comply with its obligations arising out of the PPP agreement, the City launched a review application to set aside and declare the PPP agreement constitutionally invalid and unenforceable. To date same is still pending.

[5] Counsel for Moipone Group submits that the relief sought is premised upon the Davis Order and also on clause 5.1 read with clause 39 of the PPP agreement. The crux of Moipone Group's application is that the City must comply with the exclusivity clause in the PPP agreement in so far as, *inter alia*, the deliverables by Moipone Group is concerned. Counsel for Moipone Group further contends that Moipone Group has a clear right in respect of the PPP agreement, with the following alleged consequences upon the City:

- 5.1 The City is not entitled to appoint other service providers for the managed maintenance schedules of the agreement;
- 5.2 The City cannot appoint other service providers for the *ad hoc* waste fleet services provided for in the PPP agreement;

- 5.3 The City has to accept delivery of Moipone Group's waste fleet trucks which the City has refused to do since 15 June 2017;
- 5.4 The City has to comply with the provisions of the managed maintenance schedule by providing Moipone Group with orders five days prior to the commencement of the need for the managed maintenance services; and
- 5.5 The City has to pay Moipone Group outstanding amounts which are more than 30 days overdue.

[6] In opposing the application, Counsel for the City contends that the PPP agreement upon which Moipone Group relies does not support the relief Moipone Group seeks since, the latter has failed to establish, *inter alia*, that it has fully complied with the PPP agreement. He further argues that even the relief being sought by Moipone Group does not fall squarely within what has been pleaded in the latter's founding papers but something made up in argument. By way of example, the City's counsel cited the order sought by Moipone Group in its amended notice of motion as the one in terms of which the City is to be directed to pay the latter a specific amount whereas in argument Moipone Group was now seeking an order directing the City to pay the monies due to it in terms of invoices outstanding for more than 30 days.

[7] In respect of outstanding invoices, counsel for the City argues that the new PPP agreement does not oblige the City to make payment 'simply' on the basis that an invoice has been outstanding for more than 30 days.

[8] Counsel for the City further contends that Moipone Group should have referred the invoices issue to arbitration as provided for in the PPP agreement.

[9] With regard to the issuing of purchase orders for managed maintenance, counsel for the City submits that Moipone Group failed to plead in its founding papers that there is a "*need for the Managed Maintenance Services*" to justify an order directing the City to issue purchase orders to Moipone Group. He further submits that there is no need for same hence no such issue, therefore there is no legal basis upon which the City can be ordered to issue purchase orders to Moipone Group.

[10] Counsel for the City submits that in so far as the Davis Order is concerned, Moipone Group cannot seek an order directing the first respondent to comply with the Court Order of Davis AJ handed down on 29 March 2017 since Moipone Group does not seek an order declaring that the City is in contempt of the order granted by Justice Davis. He argues that it is not competent for the Court to grant an order declaring that the City to be in contempt of the Davis Order when such order is not sought in Moipone Group's amended notice of motion. On the other hand, Moipone Group's counsel submits that a declaration is not a prerequisite in an instance where the disputed issue does not involve a right, which he further argues, is not the issue *in casu*. Moipone Group's counsel further submits that the Davis Order is an interim relief and not final as argued by the City's counsel.

[11] In respect of the exclusivity issue the relationship, the City's counsel argues that same is not blanket exclusivity but a limited one and that based on Moipone Group's failure to allege anything relevant to this allegation in its founding papers, therefore the latter is not entitled to any relief based on clause 39 of the PPP agreement. This argument is disputed by Moipone Group's counsel, arguing that same is provided for in the PPP agreement.

[12] In respect of the interdict Moipone Group seeks to prohibit the City from issuing purchase orders to Bulldozer and Xmoor, the City's counsel submits that since neither Bulldozer and Xmoor were joined as parties in this application, such an order would

adversely affect the latter's rights whereas Moipone Group ought to have joined them as respondents *in casu*. He further submits that Bulldozer and Xmoor have been validly appointed by the City and their appointments remain valid and of full force and effective until such time that they are set aside and cannot be ignored. He further submits that moreover, Bulldozer and Xmoor were appointed before the Davis Order and that their appointment therefore cannot be held to be in violation of same. Moipone Group's counsel contends same, arguing that it is not a legal requirement in instances where a third party does not have a legal interest but merely a pecuniary one. Moipone Group's counsel argues that Bulldozer and Xmoor's interest is of a pecuniary nature only, hence they were not joined in this application.

[13] With regard to the issue of the City's refusal to accept the 187 waste fleet trucks it requested on 10 May 2017, counsel for the City submits that the said trucks were not procured in line with the PPP agreement since no orders were issued by the City to Moipone Group, hence Moipone Group did not attach any such orders as proof thereof in its papers. Moipone Group's counsel submitted that the emails sent by the City's officials requesting for same suffice.

[14] With regard to the declaratory order of contempt sought by Moipone Group in the alternative in respect of Mr Masola, counsel for the City submitted that based on the submissions made and papers filed by Moipone Group, there is no basis upon which such an order can be made. Counsel for Moipone Group submits that Mr Masola has a statutory duty to settle his client's invoices within 30 days as per section 65(2) of the Municipal Finance Management Act 56 of 2003, arguing that the relief Moipone Group is seeking is founded in both the provisions of the PPP agreement and the aforesaid statutory dictates. As already stated, the City's counsel disputes this submission on the basis that, for one thing, Mr Masola has never at any stage been part of the meetings held pursuant hereto between the parties' respective representatives and therefore cannot be deemed to have been liable in respect of enforcing either the Davis Order and/or the PPP agreement.

[15] The thrust of Moipone Group's counsel's argument in the main is that the City did not annex any confirmatory affidavits from any of its officials responsible for the management of the PPP agreement in order to buttress its opposition to the relief sought and that the City's defences are nothing more than bare denials and mere technicalities.

[16] Moipone Group's counsel submits that his client has a valid agreement which obliges it to provide the City with the supply of fleet vehicles and fleet-related services for category A and C vehicles. The Davis Order concluded that the PPP agreement is still valid and enforceable and the City must comply with its obligations stipulated therein until the agreement is set aside, if at all. The thrust of clause 39 of the PPP agreement is that the City is prohibited from sourcing its fleet requirements to other service providers.

[17] It is submitted on behalf of Moipone Group that the City had circumvented the PPP agreement as far back as January and February 2017 by procuring trucks from Moipone Group, which request was followed up in April when Mr Khumo Sepeng provided the City with quotations for the provision of trucks and not waste management. It was submitted on behalf of Moipone Group that this was further augmented by the City's Mr Frans Manganye who in May 2017 complained about "the problem of getting less trucks than expected" from Moipone Group. This complaint was responded to by Moipone Group's Mr Brian Kgoriya who undertook on 17 May 2017 to provide the necessary fleet by 22 May 2017, to which Mr Frans Manganye responded later that day with the number of trucks that report for duty per region. To meet its commitment regarding the provision of the requested trucks, Moipone Group provided the City through the latter's sub-contractors. The City returned the said trucks and even refused to furnish the said sub-contractors with monitoring sheets.

[18] Counsel for the City submits that the contention is about the personnel who collect the waste, thus giving service to the City and not about the trucks. In e-mails by the City wherein it refuses to accept the trucks, it is stated that such a refusal is due to the Court

order against Moipone Group. Counsel for Moipone Group submits that it must be noted that the only judgment granted against Moipone Group is the one by the Honourable Judge Fabricius. Even in resisting this application, the City argued that it is prohibited by the Fabricius order from accepting the vehicles and further because it did not order the vehicles it refused to receive. Moipone Group's counsel further submits that the Fabricius order only interdicts the City from utilising the latter for waste removal services and not the sourcing of trucks *per se*.

[19] Moipone Group's counsel submits that from the Fabricius judgment, what is evident is that the City has been interdicted from utilising Moipone Group for waste removal purposes, excluding the leasing of vehicles as provided for in the PPP agreement. It is argued further that the Fabricius Order is therefore no bar to the City to accept Moipone Group's category C waste vehicles.

[20] It was further argued on behalf of the City that it did not request the vehicles in terms of the PPP agreement as there is no *ad hoc* schedule that was executed. Counsel for Moipone Group submits that to the extent that the City does not deny that it requested the trucks and the fact that there is evidence to that end in the form of e-mails between the parties' officials, the City's denials are not sustainable. Counsel for Moipone Group further submits that the procedure followed by the City in requesting such vehicles on an *ad hoc* basis is consistent with annexure 4 of its PPP agreement. Moipone Group simply complied with the request and provided to the vehicles to the City given the serious demands from the City's officials. The City's counsel did not dispute this submission. Moipone Group's counsel submits that by refusing its client's trucks and thus using other service providers, the City is circumventing the PPP agreement.

[21] In respect of the payment of Moipone Group's invoices, Moipone Group's counsel submits that during the hearing of this application, the amount that was outstanding at the filing of the application had since changed because the City does from time to time effect

payment of Moipone Group's invoices, although not in full. Moipone Group's counsel submits that it is for this very reason that the order now being sought by his client was one that compels the City to pay invoices that are due and payable and outstanding for a period of over 30 (THIRTY) days. He further submits that as of 30 June 2017 the City owed Moipone Group an amount of over R85 million and that as of 20 June 2017, the City had only disputed an amount of R318 825-14. Counsel for the City submits that Moipone Groups' prayer is flawed in that it differs from the on its notice of motion.

[22] Moipone Group's counsel disputes that no invoices were never sent to the City, arguing that the suggested invoicing by the City's counsel is not how it is supposed to be done, primarily given the nature of the services rendered by Moipone Group and as per the parties' agreement. He submits that demands for payments were sent to the City from 19 May 2017 containing a breakdown of the outstanding invoices, which invoices could not be annexed to the application given their bulkiness. Counsel for the City disputed this submission, contending that this application was bad in law since there were no invoices rendered and annexed to Moipone Group's application.

[23] Moipone Group's counsel further argues that the invoices are now overdue since Schedule 9 of the PPP agreement regulating payments states that Moipone Group has to invoice the City monthly and the City is obliged to settle invoices within 20 (TWENTY) working days of the receipt of the invoices.

[24] In respect of the unpaid invoices, the City's counsel never disputed his client's liability to Moipone Group, save that the latter has not invoiced his client at all or in the agreed manner between the parties. What I find surprising is that the City did not dispute Moipone Group's counsel submission that as on the date of the hearing of this application, the City had effected payment on two occasions in an amount of R24 million and R5 million respectively, and also the identification of the official responsible for such payment. I therefore fail to imagine what would cause the City not to pay the outstanding

invoices whereas similar invoices as stated above could gender payment in the amounts of R29 million.

[25] Furthermore, in respect of outstanding invoices, I am of the view that the City has failed to advance a reasonable excuse why the invoices cannot be paid within 30 days. The fact that the invoices have not been annexed to the application does not defeat Moipone Group's prayer for payment of same within the 30 days of receipt thereof. I am of the view that the reason proffered by Moipone Group that but for the bulkiness of same, they could not annex same, is sufficient and reasonable under the circumstances. In light of the fact that the City does not dispute that there are monies due and owing to Moipone Group, I am of the view that such monies as are due to Moipone Group should be paid by the City in terms of the prayer as provided for in the PPP agreement. Taking into account the totality of the facts before me, I am of the view, therefore, that the failure to annex the said invoices is not fatal for the order prayed for in respect thereof.

[26] With regard to the invoices issue being referred for arbitration, I am of the view that the submission that Moipone Group should have gone the route of arbitration and not approach the court is assailable, considering that the main issue now being contested *in casu* arises out of the order made by the Court. I am of the further view, with respect, that it would be impractical for an arbitration body to be expected to adjudicate on issues which a court has already pronounced on through its order. The issues at hand are such that they have gone far beyond the jurisdiction of arbitration. The fact that the court have primarily been seized with this matter defeats the City counsel's contention.

[27] With regard to the issuing of purchase orders for managed maintenance, I am of the view that there is no onus for Moipone Group to plead that the City has a need for the Managed Maintenance Services so as to justify an order directing the City to issue purchase orders to Moipone Group. My view is that with regard hereto the benchmark as relates to the City's obligation is to the extent of its obligation arising out of the PPP

agreement. In the event the City is issuing purchase orders for managed maintenance to any other party other than Moipone Group, then such an act will be a flagrant contravention of both the Davis Order and the PPP agreement.

[28] In respect of the interdict prohibiting the City from issuing purchase orders to Bulldozer and Xmoor, the City from 's counsel submission that Bulldozer and Xmoor ought to have been joined as interested parties is flawed since their interest herein is of a purely pecuniary nature and therefore does not necessitate them being joined as respondents. Furthermore, the argument that Bulldozer and Xmoor "*have been validly appointed by the City and their appointments remain valid and of full force and effective until such time that they are set aside and cannot be ignored*" borders on a mockery of what initiated Moipone Group's application: "*an appointment which remains valid and of full force and effective until such time that they are set aside*" (My emphasis). Counsel's submission begs for an answer as to why his submission as stated quoted above only holds true as relates to Bulldozer and Xmoor and not Moipone Group.

[29] The City's counsel submission that since Bulldozer and Xmoor were appointed before the Davis Order, their appointment therefore cannot be deemed to be in contempt of the Davis Order. My view is that a closer scrutiny of the Davis Order's effect goes to the heart of upholding the sanctity of the PPP agreement. The Davis Order is not an end in itself and it does not enjoy an existence outside the realm of the PPP agreement. My view is that the Davis Order derives its basis from the PPP agreement and therefore it revives and restore the PPP agreement between the parties, in so far as it relates to the services being contended for herein. It follows therefore that the City's counsel contention that given the fact that Bulldozer and Xmoor's appointment precede the Davis Order couldn't be furthest from the truth.

[30] In respect of the alleged exclusivity, the City's counsel argues that same is not blanket exclusivity but a limited one and that based on Moipone Group's failure to allege

anything relevant to this in its founding papers, therefore it is not entitled to any relief based on clause 39 of the PPP agreement. I find that this argument is not sustainable given the terms of the parties' agreement as stated in the PPP agreement, which terms are very clear.

[31] Regarding the issue of the City's refusal to accept the 187 waste fleet trucks it is alleged to have requested on 10 May 2017, counsel for the City submits that the said trucks were not procured in line with the PPP agreement since no orders were issued to this end, hence Moipone Group did not attach any such orders as proof thereof in its papers. It is common cause that the City did not dispute the authenticity of the said request but for its enforceability, arguing that the said consignment was not procured as per the PPP agreement. I am of the view that if the City's argument is unfortunate to the extreme in that it flaunts its own end of the bargain to Moipone Group's prejudice. This conduct has an undisputable serious financial prejudice to Moipone Group. I find that the City's conduct in this regard is a classic case of a party having its cake and eating it.

[32] The City's reliance on the non-variation clause borders on abuse of the leverage it holds *vis-à-vis* Moipone Group. Such an act is against public policy and what has since become known as the Shifren principle or the Shifren shackle. As was held in the dissenting judgement of Cameron JA in the matter of Brisley v Drotsky (432/2000) [2002] ZASCA 35 (28 March 2002), where he noted the following:

"It is not difficult to envisage situations in which contracts that offend these fundamentals of our new social compact will be struck down as offensive to public policy. They will be struck down because the Constitution requires it, and the values it enshrines will guide the courts in doing so."

[33] It is inconceivable how the City can place an order through e-mails, only for the City to now turn around and say but for the fact that we didn't order the vehicles in line

with the PPP agreement, we deem the said request not to be a request at all. I am of the view that the courts are to frown upon such a conduct as it compromises a party who is acting in good faith, only to be caught unawares by the clandestineness of the other party.

[34] I am of the further view that the City's argument that Moipone Group's prayers are in the main a repetition of what is generally contained in the Davis Order. Without agreeing with the City's counsel, I am of the view that even if that was the case, the circumstances are such that the City Moipone Group has left Moipone Group with no other option but to pursue this matter in the manner it has done. Accordingly, I am of the view that there is nothing untoward in this regard.

[35] With regard to the Davis Order I am of the view that that the City's disregard of same borders on contempt. Taking into account all the submissions made and evidence heard, I find that the PPP agreement is a valid contract which is still in existence and therefore, still enforceable between the parties. With regard to the Davis Order, I am satisfied that the City failed to implement and enforce the effect of the Davis Order by continuing to make use of the services of Bulldozer and Xmoor.

[36] Despite the City's protestations in respect of its alleged liability to Moipone Group, I find that Moipone Group has proved that the City is indeed liable to it. I further find that Moipone Group complied with all its obligations entitling it to payment of its invoices by the City. I further find that Moipone Group did submit its invoices to the City in the manner provided for and agreed to between the parties. I find that as conceded to by the City's counsel, Moipone Group did provide the City with the trucks that were requested via e-mails by the City's officials and that such a request was indeed not in accordance with the PPP agreement. Be that as it may, I am of the view that despite that being the case, the fact that such a request was made not in accordance with the PPP agreement does not vitiate the enforceability of the City's obligations to accept the said vehicles.

Simply put, the City is still obligated to receive the requested trucks since the requesting parties had the authority to do so on behalf of the City by virtue of their official capacities to the City, which are not in dispute.

[37] Furthermore, regarding the invoices of Moipone Group being alleged not to be invoices for payment purposes, I find that since the City did honour previous similar invoices amounting to R29 million in total, the invoices submitted by Moipone Group do indeed constitute invoices which are payable. I find the reason advanced by Moipone Group's counsel as to the reason why the order it now seeks that the City be compelled to pay invoices that are due and payable and which have been outstanding for a period of over 30 days not similar to the one in its founding papers. My view is that the City's counter argument is unsustainable considering the fact that whether the payment order is in terms of specified amount or as per submissions by Moipone Group's counsel, the fact of the matter is whatever is outstanding for which invoices have been submitted to the City will have to be paid. That on its own might well mean invoices 30 days and older payable in line with the parties' PPP agreement. I am of the view that the interest of justice is such that an order be made as per Moipone Group's submissions from the bar, especially since there was no alleged prejudice to be suffered by the City in that event.

[38] As was observed by Davis AJ in his judgment, I am of the same view that the defences raised by the City are technical in nature and purely meritless, if I may add. I also find that the City's defences are not only bare denials, but also spurious and ambiguous at best. Furthermore, the City's argument that the failure by Moipone Group to join Bulldozer and Xmoor as parties in this application was a fundamental error is not sustainable since the relief being sought by Moipone Group, *inter alia*, the enforcement of a specific performance order granted by Davis AJ, which relief has nothing to do with Bulldozer and Xmoor whatsoever.

[39] In respect of the above submission by Moipone Group's counsel, I am inclined to agree with his cited case, namely, Standard Bank of SA v Swartland Municipality 2010 (5) SA 479 (WCC at 482H) where the Court held the test for direct and substantial interest to be as follows:

"An interest in the right which is the subject matter of the litigation and not merely a financial interest which is only an indirect interest in such litigation. It is "a legal interest in the subject matter of the litigation, excluding an indirect commercial or economic interest only".

[40] In the premises and as stated above, I am satisfied that the City's conduct of continuing to issue purchase orders to Bulldozer and Xmoor for managed maintenance of category A and C vehicles and also the continued appointment and issuing of purchase orders to other service providers for *ad hoc* waste fleet vehicles is a violation of both the PPP agreement and the Davis Order. Effectively, the Davis Order was of the effect such that it called for the immediate cessation by the City from dealing with Bulldozer and Xmoor at the expense of the PPP agreement since anything to the contrary by the City seeks to undermine the said order. The practical outcome of enforcing the PPP agreement invariably mean that the contract between the City and Bulldozer and Xmoor, where it is in conflict with the should be found to be in contempt of court.

[41] With regard to the application that Mr Masola be found to be in contempt of the court, I am of the view that based on the facts presented before me and the counter-legal submissions made by the City, Moipone Group did not satisfy me that on the balance of probabilities, he be declared to be in contempt of the Davis Order.

[42] Regarding Moipone Group's application for leave to file Moipone Group's notice of motion as amended and its further affidavits, and the striking out of the paragraphs

identified during the hearing hereof, in the absence of any opposition by the City, same was granted.

CONCLUSIONS

[43] I am satisfied that, in respect of the main application, Moipone Group succeeded to prove its case on the balance of probabilities, but its application in the alternative ought to fail and is thus dismissed with no order as to costs. I am satisfied that despite the City counsel's submissions that this application is in the main requesting this court to make orders already made in the Davis Order cannot be held to be a bar for this court to make such an order/(s). I am of the further view that even the arguments raised as they relate to the order already incorporated in the general compliance order made in the Davis Order in respect of the PPP agreement is not a bar to this court to make such a specific order. I am further satisfied that the City's argument that the Fabricius Order interdicts the City from sourcing trucks from Moipone Group is incorrect.

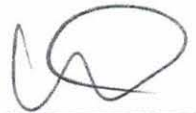
[44] I conclude that in light of all the circumstances of this matter, Moipone Group's main application must succeed and the City's defence must be dismissed with costs.

[45] With regard to the issue of costs, I am satisfied that Moipone Group is entitled to costs, given the fact that it is the successful party in the main in this application.

[46] In the result I make the following order:

1. The first respondent complies with the Court Order of Davis AJ handed down on 29 March 2017.
2. The first respondent is prohibited from issuing purchase orders to Bulldozer Trading CC and X Moor Transport (Pty) Ltd for the managed maintenance of category A and C vehicles.

3. The first respondent is prohibited from appointing and issuing purchase orders to other service providers for the *ad hoc* category C vehicles (waste fleet vehicles) regulated by schedule 7 of the public private partnership agreement.
4. The first respondent is ordered to accept the delivery of category C (waste fleet vehicles) in line with its 10 May 2017 request and related orders.
5. The first respondent is compelled to issue purchase orders for managed maintenance of both category A and C vehicles, in terms of clause 6 of schedule 9 of the public private partnership agreement.
6. The first respondent pays the applicant's invoices which are outstanding for more than 30 days within 7 days of the order.
7. The first respondent pays the costs of the application on an attorney and client scale.



L B Vuma

Acting Judge of the High Court
Gauteng Division, Pretoria

Head on: 21 September 2017
Judgment delivered: 11 December 2017

Appearances

For Appellant: Adv. LGF Putter SC
Assisted by: Adv. M Majozi
Instructed by: Gildenhuys Malatji Inc.

For Respondent: Adv. K Tsatsawane SC
Assisted by: Adv. K Magano
Instructed by: Matalane Kgariya Inc.