

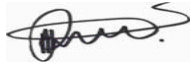


**THE HIGH COURT OF SOUTH AFRICA
MPUMALANGA DIVISION, MBOMBELA MAIN SEAT**

CASE NO: 1352 / 2022

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

05 August 2022
DATE


.....
SIGNATURE

In the matter between:

MATHATA GENERAL TRADING

APPLICANT

And

**HEAD OF DEPARTMENT
MPUMALANGA DEPARTMENT
OF EDUCATION**

FIRST RESPONDENT

**MEMBER OF THE EXECUTIVE
COUNCIL: MPUMALANGA
DEPARTMENT OF EDUCATION**

SECOND RESPONDENT

J U D G M E N T

RATSHIBVUMO J:

Delivered: This judgment was handed down electronically by circulation to the parties' representatives by email. The date and time for hand-down is deemed to be 14H00 on 05 August 2022.

[1] The Application.

This application was enrolled to be heard on urgent basis, as envisaged by Rule 6(12) of the Uniform Rules of the High Court. The Applicant seeks relief in the following terms:

- 1.1. That the First and/or Second Respondent's (the Respondents) decision on 14 June 2022 to "insource" the supply of food to boarding schools within the Mpumalanga Province be reviewed and set aside;
- 1.2. That the First Respondent termination notice dated 22 June 2022 which terminates the Applicant's contract with the Department of Education under contract no. EDU/059/13/MP be declared unlawful and void;
- 1.3. That the Respondent be found to be in contempt of court order, issued out of this Honourable Court on 12 April 2022 by the Honourable Madam Justice Greyling-Coetzer AJ;
- 1.4. That the Respondents be committed to imprisonment for contempt of court for a period of 30 days;
- 1.5. That the above prayer *supra* be suspended until the litigation under case no. 1352/2022 has been finalised.

- 1.6. Should the Respondents fail to comply with this order, the Applicant should be allowed to approach this court for an order for the Respondent's committal to prison, on the same papers, supplemented if necessary.
- 1.7. That the Applicant be granted leave to supplement its papers, should the need arise.
- 1.8. That the Respondents be ordered to pay the costs of this application on an attorney and client scale including the costs of two counsel.

[2] Background.

Following is the background that led to this application. Although the papers are silent on the history of the relationship between the Applicant and the Respondents, all indications are that the Applicant had a contract with the Department of Education, Mpumalanga (the Department) under contract no. EDU/059/13/MP *inter alia* to supply food at boarding schools in Mpumalanga Province. This contract has since lapsed. What remained was a month-to-month contract renewal with the understanding that should the contract not be extended, the Department shall give the Applicant 30 days' notice of its intention to not renew the contract.

- [3] The Department did send such a letter on 22 June 2022 to the Applicant. This letter was referred to as a letter of termination of contract in the founding affidavit. It is this letter that aggrieved the Applicant and set this application in motion. Both parties agree that the application is urgent given the limited time left before the implementation of the decisions by the Respondents.
- [4] Prior to launching this application, the Applicant brought an urgent application against the Respondents in this case under the same case number (the first urgent application). The Department had on the 13th October 2021 advertised a tender inviting parties interested in supplying and delivering dry food products, fresh

fruits and vegetables to quintile 1-3 primary, secondary and special schools (including boarding schools) falling under the Department, to apply. The contract would last for a period of three years.

[5] At the time, the Applicant was one of the parties contracted to offer these services as indicated above. In the first urgent application, the Applicant sought an order declaring that Tender Bid Invitation No. EDU150/21/MP and the decision to publish it, was unlawful, unreasonable and inconsistent with the legislative framework and section 217 of the Constitution. The Respondents agreed to have the tender set aside albeit for different reasons, and a draft consent was made an order of court on 12 April 2022.

[6] Strange as it may be, in terms of the “Consent Order,” the Respondents agreed not to proceed with the tender process under Bid Number EDU/150/21/MPU “pending the outcome of this litigation.” The matter was therefore postponed to 25 October 2022 to provide interested parties an opportunity to take note of the application and for anyone of them interested in opposing the application to enter a notice to oppose the application. It is this consent order that gave rise to the application for the Respondents to be held in contempt of court.

[7] The “insourcing” of services.

The current application was kick started when the deponent to the Applicant’s affidavit (Mr. Mashile) came across an internal memo of the Department that suggested that on 14 June 2022, the Department took a decision to “insource” the supply of food to boarding schools within the Mpumalanga Province. No details were given as to how he came to be in possession of this memo, but unsurprisingly, he must be having eyes within the Department. The said memo is said to originate from the Department’s Chief Director – Finance. The contents of the memo, as well as the decision referred to therein are not in

dispute. Because of its importance to this application, it is necessary to quote it in full. It reads,¹

“Good morning colleagues, I hope this finds you well.

Hope we are well aware of the decision by management that was finalised on 14 June 2022 at MRTT hotel school that the Department will insource the supply of food to all our boarding schools.

The Head of Department has issued the 30 days’ notice to all affected contractor on the supply of food to boarding schools and has indicated that the new system will start on the 1st of August 2022.

A program to implement this project is done and is being implemented and:

As part of the implementation plan, the CD: Financial Management will visit all six boarding schools as per below mentioned program. The purpose of the visit is to assess the readiness and the capacity of each boarding school to handle this function and make proposal for uniform system. The assessment will include among others:

- Existing record keeping and operating systems,
- Receiving of food stock,
- Daily issuing of stock for cooking,
- Safety of food stock from theft,
- Handling of perishable stock (including cold storage),
- Stock ordering systems,
- Daily menus – with view to review

The District offices are expected to send at least one official, preferably from SCM to join the CD in this assessment. This process will then be followed by a joint meeting with all the Principals and SGB chairpersons to finalise the processes and memorandum of understanding by Tuesday the 12th, July 2022.

The visit to boarding schools will take place on the 28th, 29th June is Gert Sibande District, 30th June and 01 July, Nkangala Districts and the 5th July is Thaba Chweu Boarding School and 6th July is Shongwe Boarding School.

You are requested to provide the CD: Finance with names of officials per district that will assist this process on the dates proposed above.

NSNP – The NSNP program should prepare to include these boarding schools as an additional scope of work to the current service providers on affected circuits. This

¹ See Exhibit FA2 on p. 39 of the paginated bundle

means the NSNP service provider must be identified, notified and be given the necessary numbers of students and delivery schedules.

The office of the CFO remains responsible for coordinating this whole process and therefore any inquiry should be communicated to Thenjiwe Nxumalo @ 013 766 5299 and th.nxumalo@mpuedu.gov.za.

Your cooperation in this regard will be appreciated.”

- [8] The understanding and/or the interpretation Mr. Mashile attached to this memo is clear from the founding affidavit when he says, “[w]hat this means is that service providers who are providing food products to primary and secondary schools, and not boarding schools, will now be appointed to also provide food to boarding schools. Contrary to the usual meaning of the word, “in source,” outside service providers will still be delivering the service and food...
- [9] Accordingly, if service providers are appointed contrary to the provisions of section 217 of the Constitution, not only would it have occurred without a tender bid invitation to provide food for disadvantaged learners at boarding schools, but there exists the real possibility that the wrong and incapable service providers will be appointed to the detriment of disadvantaged learners.”² He concluded therefore that the Respondents have appointed service providers to provide food to boarding schools without going through a tender process and in so doing, they were in contempt of court. This was with reference to court order granted by consent under the first urgent application.
- [10] With that understanding, the Applicant wrote to the Department informing it that its letter of termination of the contract was unlawful and void. The Applicant further demanded an undertaking from the Department that it will be allowed to continue with the services of supplying food to the boarding

² See para 5.3 & 5.7 of the founding affidavit on p.12-13 of the paginated bundle.

schools until the litigation in the first urgent application was finalised. When that undertaking was not forthcoming, this application was launched.

[11] Condonation – late filing of answering affidavit.

I pause to note that there was a condonation application by the Respondents after they failed to file the answering affidavits on time. The Respondents aver that they could not file the affidavits on time due to civil unrest in their area which affected a number of offices including those of the respondents in that many officials were requested to work from home. The counsel briefed was also not available on time for consultation. The condonation was not opposed by the Applicant who also filed a replying affidavit. The condonation was allowed.

[12] Respondents' case.

In the answering affidavit, the First Respondent confirmed the Department's intention to move away from utilizing external service providers to provide food stuffs for the preparation of breakfast, lunch and supper for learners at the six boarding schools in the province, to "inhousing" these services. This was said to be the initiative of the MEC of Education. The model thereof was the brainchild of Mr. Shipalana (the CFO). The CFO came up with the model so as to counter the many years in which the Department was subjected to gross overcharging by the service providers including the Applicant. The Applicant was therefore portrayed as a person with no interests of the learners at heart, but one who was only interested in dragging out the month to month contract with the Department, for its personal enrichment.

[13] The CFO demonstrated the overcharging referred to by the First Respondent in a confirmatory affidavit. The Applicant and another service provider apparently charge R61 and R67 respectively, per child for a three meals' delivery in a day. With insourcing of the foodstuff from the open

market, having cut out the service provider or the “middleman,” The costs per child is expected to come down to R25 per child per day. For this financial year, this would have saved the Department as much as R6 million per month or R72 million over the 12 months’ period. The CFO was therefore entrusted with the responsibility of investigating the feasibility of implementing a new system in terms of which the various boarding schools would be enabled to source their own produce from suppliers in the open market, as opposed to sourcing it from the existing service providers.³ In essence, the hostels’ superintendents will be given money by the Department to pay for foodstuff directly from the open markets.

[14] Application to strike out.

It is prudent at this stage to deal with the Respondents’ application to strike out the Applicant’s replying affidavit. The Respondents argue that the Applicant in its replying affidavit did not persist with a view that the Respondents intended to unilaterally and behind the Applicant’s back, appoint some other service provider under the guise of “insourcing” as was its case in the founding affidavit. The Applicant’s approach in the replying affidavit was summarised under paragraph 5.4 of its replying affidavit where it alleged,

“If the Department’s new “insourcing model was to be implemented, and the First Respondent for example hands out an amount of money to the hostel superintendent (according to his/her budget) to buy food from suppliers, it would mean that the Department is using State monies to provide meals for the learners. Such hostel superintendent is then simply acting as a procurement agent on behalf of the Department and this is an outright circumvention of the provisions of section 217 of the Constitution.”⁴

³ See para 72 of the First Respondent’s answering affidavit on p. 87.

⁴ See para 5.4 on p. 209 of the paginated bundle.

[15] The Respondents hold the view that the case for the Applicant as presented in the replying affidavit has shifted from what it was in the founding affidavit and for that reason, the whole replying affidavit should be struck out as an abuse of process. This was because it introduces a new case altogether, different from the one in the founding affidavit. The Applicant opposed this application saying it has not shifted from its application as supported by the founding affidavit. All it did was to respond to allegations in the answering affidavits. This application was heard together with the main application.

[16] The proper approach to these issues was enunciated by Caney J in *Bayat and Others v Hansa and Another*⁵ where he held,

“The principle which I think can be summarised as follows... that an applicant for relief must (save in exceptional circumstances) make his case and produce all the evidence he desires to use in support of it, in his affidavits filed with the notice of motion, whether he is moving *ex parte* or on notice to the respondent, and is not permitted to supplement it in his replying affidavits (the purpose of which is to reply to averments made by the respondent in his answering affidavits), still less make a new case in his replying affidavits.”

[17] The application to strike out is premised on Rule 6(15) of the Uniform Rules which provides,

“The court may on application order to be struck out from any affidavit any matter which is scandalous, vexatious or irrelevant, with an appropriate order as to costs, including costs as between attorney and client. The court may not grant the application unless it is satisfied that the applicant will be prejudiced if the application is not granted.”

[18] As was noted by Viljoen J in *Titty's Bar and Bottle Store (Pty) Ltd v ABC Garage (Pty) Ltd*,⁶

⁵ 1955 (3) SA 547 (N) at 553D.

⁶ 1974 (4) SA 362 (T) at p. 368F-G

“The use of the word "may" in Rule 6 (15) of the Uniform Rules of Court merely indicates that the Court has a discretion in an application to strike out matter from an affidavit but, in spite thereof, the sub-rule was not intended to be exhaustive of the grounds upon which such an application may be brought. The Court still has an inherent jurisdiction to grant relief where the Rules of Court make no provision therefor. It has always been the practice of the Courts in South Africa to strike out matter in replying affidavits which should have appeared in petitions or founding affidavits, including facts to establish *locus standi* or the jurisdiction of the Court. It lies in the discretion of the Court in each particular case to decide whether the applicant's founding affidavit contains sufficient allegations for the establishment of his case.”

[19] In considering the above, the court should be alive to the position adopted in *Reiter v Bierberg and Others* where it was held,

“A petitioner for an interdict against spoliation is entitled to embody in his petition only sufficient allegations to establish his right, and in his replying affidavit he may supplement the information in the petition by anything further to enable him to refute the case put up by respondent.”

[20] I am in respectful agreement with the approach by Viljoen J in *Titty's Bar* when he held that it lies of course, in the discretion of the Court in each particular case to decide whether the applicant's founding affidavit contains sufficient allegations for the establishment of his case. Courts do not normally countenance a mere skeleton of a case in the founding affidavit, which skeleton is then sought to be covered in flesh in the replying affidavit. In that case, he held that the applicant had not made out even a skeleton of a case in so far as his *locus standi* rests on a *stipulatio alteri*.⁷

[21] In this case, the Applicant's case in the founding affidavit has been to set aside the respondents' decision taken on 14 June 2022, to “insource” the supply

⁷ *Titty's Bar and Bottle Store (Pty) Ltd v ABC Garage (Pty) Ltd (Supra)* at p. 369A-B.

of food to boarding schools within the Mpumalanga Province.⁸ It went on to aver,

“The unilateral decision by the Respondents without going through a proper procurement process gives rise to an aberration, when considering the requirements for tenders and administrative action... With their decision, the Respondents unlawfully failed to procure the services to supply food to boarding schools in accordance with a system which is fair, equitable, transparent and cost-effective as required by section 217 of the Constitution and the Procurement Act and Regulations.”⁹

[22] Applying the *Titty's Bar* principles to the facts *in casu*, it is clear that the Applicant made out its case in the founding affidavit and there is no substitution introduced by the replying affidavit. All that the replying affidavit does is to reply to the averments contained in the answering affidavits. The Applicant seeks to supplement its case as contained in the founding affidavit by trying to show that it would be entitled to the remedy sought even on the version of the Respondents. In other words, even if the Respondents do not outsource the services of a service provider, what they seek to achieve by insourcing such services, should be seen as procurement which requires certain compliance that has not been adhered to.

[23] In my view, the Applicant cannot be said to have changed its case and now presenting a new one in the replying affidavit. What may have changed could be the basis or reasoning for its application. However, the replying affidavit can be read as a response to the answering affidavit in which it demonstrates how even on that version, it would be entitled to the relief sought in the notice of motion. For that reason, the application to strike out has to fail.

⁸ See para 3.1 of the founding affidavit on p. 9.

⁹ See para 5.5 and 5.6 of the founding affidavit on p. 6-7 of the paginated bundle.

[24] Review of the decision to “insource.”

The Promotion of Administrative Justice Act, no. 3 of 2000 (PAJA) provides that a court or tribunal has the power to judicially review an administrative action if the administrator who took it was not authorised to do so by the empowering provision; a mandatory and material procedure or condition prescribed by an empowering provision was not complied with; the action was procedurally unfair; the action was materially influenced by an error of law; the action taken contravenes a law or is not authorised by the empowering provision; or the action is otherwise unconstitutional or unlawful.¹⁰

[25] Section 217 of the Constitution of the Republic of South Africa provides the following:

“217 Procurement:

When an organ of state in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.”

Thus any action or decision taken without compliance with section 217 of the Constitution renders it unconstitutional and invalid and subject to review and setting aside in terms of the principle of legality or PAJA.¹¹

[26] The Respondents took a narrow approach in responding to this application. Their affidavits and the heads of arguments presented on their behalves fall short of dealing with the validity of the decision to insource the provision of foodstuff to the boarding schools. Their response focused solely on whether they intended to appoint external service providers or not. This narrow approach was in my view, a missed opportunity to deal with how they intended to circumvent section 217 of the Constitution in their new model of

¹⁰ See section 2(a)(i), (b), (c), (d), (f)(i) & (i) of PAJA.

¹¹ *Imperial Group Limited v Airports Company South Africa SOC Limited and Others* (2967/2018) [2018] ZAGPJHC 411; [2018] 3 All SA 751 (GJ) (3 July 2018) at para 58.

insourcing the services. Even after the Applicant in its replying affidavit highlighted that there would still be non-compliance with the Constitution if the Respondents proceed with their plans to insource in the manner that they have presented; the Respondents chose not to answer this and did not request to file supplementary affidavits to that effect.

[27] The closest that the Respondents come to deal with the validity and/or the constitutionality of their insourcing model is when the First Respondent in response to accusations of contempt of court said,

“The new insourcing initiative means no more than this:

- (a) Whereas the various hostels have until now sourced their produce through the various service providers (including the Applicant) at exorbitant prices, which the Department has been paying to the service providers, the hostels will henceforth source their produce in the open market at reasonable market relate prices and the Department will pay for this.
- (b) But other than that, the status *quo* will remain the same.”¹²
- (c) the said decision does not require compliance with any of the procurement related statutes, relied on by the Applicant.¹³ [My emphasis]

No elaboration was made as to how section 217 of the Constitution would not be applicable. The CFO however makes it clear in the confirmatory affidavit that in terms of the new initiative, each hostel will henceforth source their own produce from the open market and the Department will pay for it.¹⁴

[28] If the savings expected from this model are expected to be R72 million per annum, the actual spending in the purchase of the foodstuff can be estimated to be in hundreds of millions of rand in public purse. It is not explained as to how the spending of these millions in purchasing foodstuff from open market is not procurement. Question lingering in anyone’s mind after

¹² See para 93 & 94 of the First Respondent’s answering affidavit on p. 91 of the paginated bundle.

¹³ See also para 97 of the First Respondent’s answering affidavit on p. 91 of the paginated bundle.

¹⁴ See para 38 of the CFO’s confirmatory affidavit on p. 123 of the paginated bundle.

hearing how the insourcing is to be executed is how the hostel superintendents will choose the shops and/or farms from which the food is to be purchased. Are there any criteria for making that choice? What safeguards are there in place to prevent abuse, corruption and to ensure that all the shops, wholesalers and farms will have an equal opportunity to bid for supplying the foodstuff? Is there any committee that will help the superintendents in this regard? If so, how is it composed? Is this not the purpose for which section 217 exists, to ensure that the process is fair, equitable, transparent, competitive and cost-effective?

[29] In line with section 217 of the Constitution, the Public Finance Management Act, no. 1 of 1999 (PFMA) provides that the accounting officer for a department, trading entity or constitutional institution must ensure that that department, trading entity or constitutional institution has and maintains effective, efficient and transparent systems of financial and risk management and internal control; an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective.¹⁵

[30] It would appear the confusion is over the meaning of procurement. In *Airports Company South Africa SOC Limited and Others v Imperial Group Limited*¹⁶ ACSA found itself in a similar predicament when it held a view that the provisions of section 217 of the Constitution are not applicable to its RFB (Requests for Bids for the granting of car rental concessions). It argued that this was because it was merely granting concessions to bidders and not contracting for goods and services for itself. It asserted that ‘procurement’ is confined to where goods or services are procured for one’s own use. It was contended further that there was nothing in the language of section 217 that indicated that the disposal and letting of state assets must be subject to the same provisions as those concerning procurement.

¹⁵ See section 38(1)(a) of PFMA.

¹⁶ (1306/18) [2020] ZASCA 2; [2020] 2 All SA 1 (SCA); 2020 (4) SA 17 (SCA) (31 January 2020)

[31] The Supreme Court of Appeal (the SCA) however held that the language used in s 217 of the Constitution is clear and unambiguous. It is now settled that when interpreting legislation, the point of departure is the provision itself, read in context and having regard to the purpose of the provision.¹⁷ The ordinary meaning of ‘procure’ is ‘obtain’. Notably, Article 2(j) of the UNCITRAL Model Law on Public Procurement¹⁸ defines ‘procurement’ as ‘the acquisition of goods, construction or services by a procuring entity’. It does not limit procurement to state expenditure. Section 217(1) spells out what ‘procurement’ means, which is ‘to contract for goods or services’. Section 217 does not restrict the means by which goods and services are acquired. It thus places the meaning of the word beyond doubt. ACSA suggests that the RFB is not directed at procurement but only at contracts for the lease of premises to car rental companies, who provide their services directly to the public. But, the SCA said, that is to elevate form above substance.¹⁹

[32] In dismissing this view, the SCA held,

“The general rule under s 217 of the Constitution is that all public procurement must be effected in accordance with a system that is fair, equitable, transparent, competitive and cost-effective. The only exception to that general rule is that envisaged by ss 217(2) and (3). Section 217(2) allows organs of state to implement preferential procurement policies, that is, policies that provide for categories of preference in the allocation of contracts and the protection and advancement of people disadvantaged by unfair discrimination. Express provision to permit this needed to be included in the Constitution in order for public procurement to be an instrument of transformation and to prevent that from being stultified by appeals to the guarantee of equality and non-

¹⁷ *Natal Joint Municipal Pension Fund v Endumeni Municipality* [2012] ZASCA 13; 2012 (4) SA 593 (SCA) para 18.

¹⁸ United Nations document A/66/17, annex I, which was adopted by the United Nations Commission on International Trade Law on 1 July 2011.

¹⁹ *Airports Company South Africa SOC Limited and Others v Imperial Group Limited (Supra)* at para 21, 22 & 63.

discrimination in s 9 of the Constitution. The freedom conferred on organs of state to implement preferential procurement policies is however circumscribed by s 217(3), which states that national legislation must prescribe a framework within which those preferential procurement policies must be implemented. The clear implication therefore is that preferential procurement policies may only be implemented within a framework prescribed by national legislation. It follows that the only escape for ACSA from the reach of s 217(1) is if it is able to bring itself within ss (2) and (3).”

[33] The Respondents chose not to answer the averment that the process to insource the provision of the foodstuff was unconstitutional and invalid. One would not know if they had hoped that there would be exceptions to the rule, applicable in their favour. It is however clear that from the above, there are no exceptions applicable to the facts of this case.

[34] In light of the clear meaning of procurement above, there is therefore no dispute that a decision taken by the Department to insource the foodstuff was procurement as meant in section 217 of the Constitution. It is also undisputed that there has not been compliance with these provisions as the Respondents laboured under the impression that they had a discretion not to do so. No matter how noble the idea or the intentions, compliance with the constitutional provisions is not discretionary. It follows therefore that the decision to insource the acquisition of foodstuff for boarding schools in the Mpumalanga Province stands to be reviewed and set aside.

[35] It may be necessary to make a pronouncement on the application to declare the termination of the month to month contract unlawful. From the facts before me, it seems there is no ongoing contract between the Applicant and the Respondents. What is referred to as a termination of contract, is not actually a termination of a contract but a notification that a contract will not be renewed.

The Applicant did not give enough reasons for the court to hold that the Department was bound to renew the monthly contract with the Applicant. The Applicant seems to be of the view that if the insourcing of services is unconstitutional and invalid, then it follows automatically that the Department is bound to renew the month to month contract with it. Even if this could be the position, no basis was advanced for the court to reach this conclusion.

[36] At the hearing of this matter, the Applicant's counsel did not pursue with the application to hold the Respondents in contempt of court. In my view, this move was erudite as no facts were supplied to support the suggestion that the Respondents were in contempt of court. One is rather tempted to agree with the Respondents' insinuations that the Applicant used the assertions so as to intimidate them into renewing the contract.

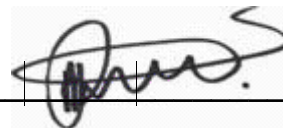
[37] While the Applicant has been successful to a large extent, I am of a view that a case has not been made out for punitive cost order to be awarded.

[38] For the reasons above, I make the following order:

[36.1] The Applicant's failure to comply with the forms and service provided for in the Uniform Rules of the Court is condoned. This matter is dealt with on urgent basis as envisaged in Rule 6(12).

[36.2] The First and/or Second Respondent's decision on 14 June 2022 to "insource" the supply of food to boarding schools within the Mpumalanga Province is reviewed and set aside.

[36.3] The Respondents are ordered to pay the costs of this application including the costs of two counsel.



TV RATSHIBVUMO
JUDGE OF THE HIGH COURT
MPUMALANGA DIVISION
MBOMBELA

FOR THE APPLICANT

: ADV MM RIP SC

: ADV JH GROENEWALD

INSTRUCTED BY

: BDK ATTORNEYS

C/O: GERRIE GROENEWALD A

ATTORNEYS INC

MBOMBELA

FOR THE RESPONDENT

: ADV C GOOSEN

INSTRUCTED BY

: ADENDORFF THERON INC

: MBOMBELA

DATE HEARD

: 26 JULY 2022

JUDGMENT DELIVERED

: 05 AUGUST 2022