

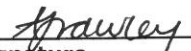
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG



CASE NO: 39499/2018

- (1) Reportable No
(2) Of interest to other Judges No
(3) Revised: Yes

Date: 6/11/ 2018


Signature.....

In the application between:

PHAMBILI ENVIRONMENTAL SERVICES (PTY) LIMITED

Applicant

and

PIKITUP JOHANNESBURG SOC LIMITED

Respondent

J U D G M E N T

MAIER-FRAWLEY AJ:

Introduction

1. The applicant launched an urgent application seeking interim relief aimed at protecting its interests, pending the determination of the rights of the parties at arbitration proceedings to be conducted in due course.
2. A dispute arose between the parties concerning, *inter alia*, the validity of the cancellation by the respondent, on 28 September 2018, of a written agreement concluded between the parties on 3 November 2017.¹ In terms of the respondent's letter of termination, the agreement would terminate at midnight on 31 October 2018.
3. The matter was argued in the urgent court on Tuesday the 30th October 2018, pursuant to which I was requested by both parties to deliver an order immediately and to provide reasons therefore at a later date.² Due to the lateness of the day at the conclusion of arguments, I granted the following order on 31 October 2018:

- " 1. The matter is urgent.
2. The respondent is interdicted and restrained from implementing or giving effect to the notice of termination of the agreement between the parties, dated 3 November 2017.
3. The parties are directed as follows:
- 3.1 The respondent is to give effect to the agreement and comply with its obligations in terms thereof; and
 - 3.2 The applicant is to comply with all its obligations in terms of the agreement.

¹ The parties concluded a 'Separation of Recyclable Waste "At Source" Services Agreement' ('the agreement') for the provision, by the applicant, of services pertaining to the collection of recyclable waste from all targeted households within certain contracted targeted areas as outlined in the agreement. In terms of schedule 1 thereof, the commencement date of the services was 1 October 2017. The contract period was for 3 years, commencing from the commencement date with an initial period of 12 months and the other 24 months renewable on an annual basis, subject to satisfactory performance.

² This was necessitated by virtue of the respondent's refusal to provide any undertaking to extend the termination date of the agreement beyond 31 October 2018.

4. The order in paragraph 3 and sub-paragraphs thereof, is to operate as an interim interdict with immediate effect pending:
 - 4.1 the outcome of settlement negotiations, to be conducted in accordance with the applicable provisions of clause 13 of the agreement; and
 - 4.2 the outcome and final determination of an arbitration on the question of the respondent's entitlement to terminate the agreement and the validity of the termination, as notified by the respondent on 28 September 2018, (and the issues and disputes related thereto).
5. The applicant is to commence the arbitration by delivery of a written referral to arbitration, together with a statement of claim, by no later than ten (10) days from the date of this order, failing which this order shall ipso facto lapse.
6. The respondent is to pay the costs of this application. "

4. The order granted was along the lines of the relief sought by the applicant in its notice of motion. My reasons for granting the order appear from what is stated below.

5. The respondent opposed the application *inter alia*, on grounds that the applicant had failed to make out a proper case for urgency and that the applicant in any event had alternate remedies at its disposal in the contemplated arbitration, which, so it was contended, effectively negated its right to interim relief.

Urgency

6. The applicant launched the application on an extremely urgent basis on Wednesday the 24th October 2018, affording the respondent essentially one day in which to answer thereto.³ The application was enrolled on Thursday the 25th October 2018 for hearing on Tuesday the 30th October 2018, in circumstances where all the relevant papers were not filed by 12h00 on the preceding Thursday, as is required.

³ The papers were however sent to the respondent under cover of an email on 24 October 2014 when service of the issued application by the Sherriff proved impossible, due to a power failure at the respondent's premises, which resulted in employees of the respondent vacating the premises.

7. In my view, the applicant's inability to comply with the practise directives of this court was properly explained in its affidavits. Reasons proffered included the fact that the applicant had, upon obtaining knowledge of the termination of the agreement, made attempts to contact representatives of the respondent to enquire about its reasons for wanting to summarily terminate the agreement, with a view to engaging the respondent in discussions for purposes of exploring an amiable resolution to the predicament in which the applicant found itself, given that the applicant was merely afforded 30 days' notice of Pikitup's unilateral termination of the agreement, 'for convenience', in which agreement the applicant had extensively invested⁴ and in respect of which it had incurred substantial expenditure in setting up the required infrastructure and manpower to service the 'Separation at Source Programme' ('S@S') forming the subject matter of the agreement. When telephonic attempts proved fruitless, the applicant addressed a letter to the respondent on 10 October 2018 in which it declared a dispute in terms of clause 13 of the agreement. The respondent was called upon to respond to the notice by no later than 18 October 2018, which it failed to do either on or before 18 October 2018, or at all.

8. It was submitted on behalf of the applicant that it had acted reasonably and responsibly in attempting to engage the respondent in discussions and negotiations which, had the respondent not flatly ignored the invitation, could well have avoided the application. Furthermore, the dispute resolution process provided in clause 13 of the agreement, which is obligatory, requires that settlement discussions between the parties be held as a necessary precursor to arbitration.

⁴ The applicant's papers indicate *inter alia*, that the applicant invested approximately R7 million in establishing a state of the art recycling centre to support Pikitup with the recycling at source project in the Midrand region, where it employs approximately 50 personnel and purchases materials from approximately 75 reclaimers. Full time personnel are also deployed for effective communication, awareness, local media coverage, working with councillors, body corporates, Facebook and pamphlet dropping including schools.

As is apparent from the preamble to the agreement, Pikitup wished to contract with a service provider that offered a complete services package, including, but not limited to, staff, vehicles, recycling bags, access to or ownership of sorting facilities and weighbridges, SMME and Reclaimers empowerment and development, and door to door education and awareness to rollout S@S in the targeted areas over a period of three years. (own emphasis)

The argument appears, *prima facie*, to hold merit having regard to the provisions of clause 13.2 of the agreement.⁵

9. The provisions of clause 13.2 of the agreement aside, the applicant cannot in any event, legitimately be criticised for attempting to settle the matter before resorting to litigation. See: *Transnet v Rubenstein* 2006 (1) SA 591 (SCA) at 603.
10. As indicated earlier, the respondent simply ignored the applicant's letter containing an invitation to engage in settlement discussions in terms of clause 13 of the agreement, including its notice therein that should the respondent not do so by 18 October 2018, it would seek urgent interdictory relief in court. Had the respondent informed the applicant at the earliest opportunity on 11 October 2018 that it was unwilling to engage the applicant in discussions, more time for the filing of affidavits in the matter would have been available to the parties. Instead, the respondent was content to sit back and let the time period stipulated in the letter run its course. In these circumstances, it does not behove the respondent to raise a complaint about the resultant state of affairs in which it too had a part to play.
11. In my view, it cannot either be said that the applicant unduly delayed in launching the application after the 18th October 2018, considering that it did so within 4 working days thereafter.
12. As was pointed out by Notshe AJ in *East Rock Trading 7 (Pty) Ltd and Another v Eagle Valley Granite (Pty) Ltd and Others*,⁶ an applicant is required in terms of the rules of court, to set out the circumstances which he avers renders the matter urgent and more importantly, he must state the reasons why he claims that he cannot be afforded substantial redress at a hearing in due course, that is, if the

⁵ Clause 13.2 reads as follows:

" 13.2 If a Dispute arises between the Parties then such Dispute shall be submitted, in accordance with this clause 13:

13.2.1 in the first instance, to the Managing Director or Chief Operating Officer of the Parties (or person in the equivalent position), as appropriate, for resolution; and

13.2.2 failing resolution by the Managing Directors of Chief Operating Officers, to arbitration." (own emphasis)

⁶ [2012] JOL 28244 (GSJ) at paras 6 and 7.

matter were to be heard on the ordinary opposed motion court roll. The rules allow the court to come to the assistance of a litigant because if the latter were to wait for the normal course laid down by the rules he will not obtain substantial redress. As Notshe AJ further pointed out, 'substantial redress' is not equivalent to 'irreparable harm' that is required before the granting of an interim relief. It is something less. An applicant may therefore still obtain redress in an application in due course but it may not be substantial. Whether an applicant will not be able to obtain substantial redress in an application in due course will ultimately be determined by the facts of each case.

13. Having regard to the facts *in casu*, urgency is informed principally by the respondent's refusal to take part in the contractual dispute resolution procedures and mechanisms provided in clause 13 of the agreement; the fact that the respondent, by its conduct aforesaid, appears intent on carrying into effect the decision to terminate the agreement; the fact that the respondent considers 31 October 2018 to be the last day of the agreement; the fact that a summary termination of the agreement on 31 October 2018 will expose the applicant to an unsustainable wage bill and other calamitous consequences;⁷ and the fact that a hearing of this application in the normal course may take some months to eventuate, by which time the respondent's decision to terminate would have been implemented and given effect to. In that event, the evidence tendered by the applicant tends to support the conclusion, namely, that it would be very difficult, if not impossible, to undo the adverse financial effects of the termination on the business of the applicant, more particularly, when regard is had to the provisions of clause 9.1.3 of the agreement.⁸

⁷ The applicant would either have to pay its employees and informal sector participants in the S@S programme, who were employed by it to perform the services under the project, without being able to render the contractual services and thereby generate an income therefrom, or it would have to retrench them with concomitant costs to the applicant and loss of employment to the workers. It would thus have lost out on income for the time taken to bring the arbitration to finality whilst still having to carry the cost of its manpower and infrastructure without the protection of these interests by way of interim relief.

⁸ Clause 9.1.3 reads as follows:

"The Service Provider is not entitled to any compensation as a result of this clause 9, including any consequential costs, losses or damages."

14. In these circumstances, I considered that a proper case for urgency was made out.

Merits: Should an interim interdict be granted?

15. The respondent contended that whilst the relief is phrased as interim relief, 'it is far more wide ranging and final in effect, and the *Plascon-Evans* rule⁹ thus applies'. I do not agree. An expedited arbitration process is provided for in clause 13 of the agreement, which means that a final decision can be obtained at arbitration within a few months, subject to purposeful co-operation between the parties. The applicant gave an unequivocal undertaking at the hearing of the urgent application that the arbitration will be expedited, and, no reasons were advanced by either party to dispel the notion that it could be concluded by the latest, end January 2019. The applicant was happy for a date of finalisation of the arbitration to be incorporated in the court order, whilst the respondent was not. Ultimately, the conduct of the arbitration is a consensual endeavour and it is to the advantage of both parties to execute the necessary arrangements with such promptness as the exigency of the case requires. Moreover, no appeal process is provided for in the arbitration clause (clause 13) of the agreement.¹⁰
16. The application, broadly speaking, is aimed at obtaining interim relief which will preserve the *status quo*, pending the final resolution of the disputes in accordance with the dispute resolution process provided for in clause 13 of the agreement. For the sake of brevity, I will not quote clause 13 but it can be said that it is a wide ranging affair, providing a mechanism for resolving disputes which may arise between the parties in connection with *inter alia*, the existence of the agreement, the interpretation or application of the provisions of the agreement, the parties' respective rights and/or obligations in terms of and/or arising out of the agreement

⁹ *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A). Under the *Plascon-Evans* rule, relief may only be granted if the facts as stated by the respondent, taken together with the admitted facts in the applicant's affidavits, justify the granting of such relief.

¹⁰ Clause 13.8.3 of the agreement provides for a process of expedited arbitration. Clause 13.8.4 provides that the award of the arbitrator shall be final and binding and not subject to appeal.

and/or the validity, enforceability, termination or cancellation, whether in whole or in part, of the agreement.¹¹

17. The requirements for a mandamus of the nature sought in this application are the same as the requirements for an interim interdict. These are, in turn, well known and simple. The requirements were stated as follows by Corbett J (as he then was) in *L F Boshoff Investmentss (Pty) Ltd v Cape Town Municipality* 1969 2 SA 256 (C) at 267A-F:

"Briefly these requisites are that the applicant for such temporary relief must show -

- (a) that the right which is the subject-matter of the main action and which he seeks to protect by means of interim relief is...*prima facie* established, though open to some doubt;
- (b) that, if the right is only *prima facie* established, there is a well-grounded apprehension of irreparable harm to the applicant if the interim relief is not granted and he ultimately succeeds in establishing his right;
- (c) that the balance of convenience favours the granting of interim relief; and
- (d) that the applicant has no other satisfactory remedy."

18. In demonstrating a *prima facie* right, though open to some doubt, the applicable test is as stated in *Simon NO v Air Operations of Europe AB and Others* 1999 (1) SA 217 (SCA) at paras 21 & 22, where the following was said:

" Insofar as the appellant also sought an interim interdict *pendente lite* it was incumbent upon him to establish, as one of the requirements for the relief sought, a *prima facie* right, even though open to some doubt (*Webster v Mitchell* 1948(1) SA 1186 (W) at 1189). The accepted test for *prima facie* right in the context of an interim interdict is to take the facts averred by the applicant, together with such facts set out by the respondent that are not or cannot be disputed and to consider whether, having regard to the inherent probabilities, the applicant should on those facts obtain final relief at the trial. The facts set up in contradiction by the respondent should then be considered, and if serious doubt is thrown upon the case of the applicant he cannot succeed. (*Gool v Minister of Justice and Another* 1955(2) SA 682 (C) at 688 B - F and the numerous cases that have followed it)."

¹¹ See: clause 1.1.12 of the agreement which provides a definition of "dispute" as referred to in clause 13 of the agreement. In terms of clause 13.8.2, the arbitrator is empowered to decide upon the arbitrator's own jurisdiction and the scope of any dispute (dispute being defined in clause 1.1.12) referred to the arbitrator.

19. In matters of this nature, the balance of convenience is often seen to be the overriding requirement.

Prima facie right

20. The right is only required to be *prima facie*, though open to some doubt. It need not be clear.¹²
21. It is argued on behalf of the applicant that, properly interpreted,¹³ the provisions of clause 9.1.1¹⁴ of the agreement (dealing with termination of the agreement 'for convenience') do not override the provisions of clause 9.4¹⁵ of the agreement, and that termination 'for convenience', 'at any time' and in the respondent's 'sole discretion' (as contended for by the respondent), is not only *prima facie* at variance with the provisions of clause 3 of schedule 1,¹⁶ but the implementation of clause 9, in the manner that the respondent seeks to do, will also yield an absurd result and render clause 3 of schedule 1 nugatory. Further arguments in regard to an alleged tacit renewal of the agreement and the respondent's alleged repudiation consequent thereupon, are contained in

¹² *City of Tshwane Metropolitan Municipality v Afriforum and Another* 2016 (6) SA 279 (CC) at para 50.

¹³ i.e., interpreted in context (without disregarding the remaining contractual provisions) and in accordance with the purpose of the agreement, as is the accepted approach to interpretation, in which regard, see: *Endumeni Municipality v Natal Joint Municipal Pension Fund* 2012 (4) SA 593 (SCA); *Bothma-Batho Transport (Pty) Limited and Another v Nedbank Limited* 2014 (2) SA 494 (SCA), para 12. See too: *Novartis v Maphil* 2016 (1) SA 518 (SCA) at paras 24-31 where Lewis JA affirmed what was said by Lord Clarke in *Society of Lloyd's v Robinson* [1999] 1 All ER (Comm) at 545, 551, where it was stated that: "*Loyalty to the text of a commercial contract, instrument, or document read in its contextual setting is the paramount principle of interpretation. But in the process of interpreting the meaning of the language of a commercial document the court ought generally to favour a commercially sensible construction. The reason for this approach is that a commercial construction is likely to give effect to the intention of the parties. Words ought therefore to be interpreted in the way in which the reasonable person would construe them. And the reasonable commercial person can safely be assumed to be unimpressed with technical interpretations and undue emphasis on niceties of language.*"

¹⁴ Clause 9.1.1 reads as follows: "Notwithstanding any other provision of this Agreement and subject to clause 9.1.2 below, Pikitup may at any time and at its sole discretion terminate this Agreement by giving 30 days' written notice to the Service provider."

Clause 9.1.2 prohibits termination under clause 9.1.1 within the first 3 months of the commencement date of the agreement.

¹⁵ Clause 9.4.2 provides as follows: "Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties."

¹⁶ Clause 3 of schedule 1 stipulates that the agreement would remain in effect for 3 years, renewable annually for a further two years, subject only to 'satisfactory performance' on the part of the service provider. Having regard to the provisions of clauses 'D' and 'E' of the preamble to the agreement, the intended 3 year contract period provided in clause 3 of schedule 1 noticeably informs the applicant of what the financial implications of the agreement would be and of what capital investment would be required to render performance under the agreement.

paragraph 13 of the applicant's heads of argument dated 29 October 2018 and will not be repeated herein.

22. From what has been stated by the respondent in the answering affidavit, it decided that the S@S programme was not cost effective, hence its decision to terminate the agreement under the provisions of clause 9.1.1 thereof on 28 August 2018, that is, at a time that was just short of the one year mark of implementation of the project. However, as submitted on behalf of the applicant during oral argument at the hearing of the matter, what makes what was 'convenient' in January 2018, less 'convenient' in August 2018, considering that the same payment rate applied in respect of the same services that were being rendered during the aforesaid period? This has not been answered in the application. It does *prima facie* lend credence to the argument that the notion of 'convenience' ought not to be measured against the subjective whim of the respondent's representatives, but ought to be objectively ascertainable, bearing in mind the following factors (which were are not seriously disputed or gainsayed by the respondent): the applicant's performance was not said to be unsatisfactory as at the date of the letter of termination; the agreement was not cancelled as a result of any breach of its terms by the applicant; the applicant was instructed to increase its participation quotas in May 2018 and evidently it did so; moreover, if the project was cost effective to the respondent at inception of the project,¹⁷ then it begs the question as to why is it not cost effective now?¹⁸

23. It was submitted on behalf of the applicant that the question of the proper interpretation of "termination for convenience" under clause 9 of the agreement is similarly a matter that ought to be tested on arbitration and that this, of itself,

¹⁷ Evidenced by its acceptance of the applicant's tender/bid to perform the services at accepted rates over a three year period.

¹⁸ In terms of clause "D" of the preamble to the agreement (at p.29 of the papers), it is recorded that the respondent 'wishes to contract with a service provider that offers a complete services package' and then goes on to list the respondent's expectations of plant, equipment and manpower that the service provider should have at its disposal. In clause "E" thereof (at p. 29), it is recorded that the service provider 'must have the capacity to offer to [the respondent] a complete services package'. In clause 3 of schedule 1 (at p. 54 of the papers), the intended three year period informs the applicant of what the financial implications of the agreement would be and of the capital investment that would be required to render performance under the agreement. The respondent was likewise informed of the cost implications of the three year project when entering the agreement.

justifies the relief sought. I am inclined to agree. The arguments in support of this contention are contained in paragraphs 16 and 17 of the applicants heads of argument dated 30 October 2018 and for the sake of brevity, will not be repeated herein. Suffice it to say that *prima facie*, the interpretation contended for by the applicant is the most reasonable and businesslike one for purposes of making a decision in these proceedings. It accordingly follows that I am of the view that a *prima facie* right has been established in these proceedings. I refrain from finally pronouncing on the subject, as in my view, it is not necessary to do so in order to decide, firstly, whether or not a *prima facie* right has been established by the applicant and, secondly, such a final pronouncement would in any event usurp the functions of the final arbiter on the subject, such as the clause 13 arbitration body.

Well grounded apprehension of irreparable harm, balance of convenience and no satisfactory alternate remedy.

24. The evidence contained in the applicant's affidavits traverses the catastrophic results that will ensue if the contract were to be summarily terminated on 31 October 2018. I have earlier touched on the evidence contained in the founding affidavit and in annexure 'VCH3' at page 66-67 of the papers. Further details and particulars were provided in the replying affidavit. Suffice it to say that the evidence proffered establishes, in my view, that the applicant's apprehension of irreparable harm is reasonable and justified and that interim relief is accordingly necessary to protect the applicant's interests (and to prevent the onset of the apprehended harm). That the harm that would follow, is irreparable (in the event that interim relief is not granted), has been established on the undisputed evidence before me. The applicant will be unable to recover anything towards the massive investment it has made towards the S@S programme and moreover, its employees including the informal sector workers it supports and sustains within its staff complement, will likely lose their employment, and costs associated therewith would never be recoverable.¹⁹.

¹⁹ See fn 7 above; Furthermore, an action for loss of profits or other special damages has been excluded in terms of clause 11.1.1 of the agreement. Under the provisions of clause 11.3 of the

25. It follows too that the applicant has no suitable alternate remedy at its disposal to secure urgent interim relief to preserve the *status quo* pending the proper ventilation and resolution of their disputes (in the agreed manner in terms of clause 13 of the agreement).²⁰ The interim interdict is in any event required to ensure that the intended process itself is not rendered meaningless.
26. Whilst the respondent criticised the applicant for providing additional specifics in the replying affidavit, I do not consider that in doing so, a new case was sought to be made out in reply. Moreover, to borrow from the words of Leach JA in *Lagoon Beach Hotel v Lehane*,²¹ "[T]he appellant, as respondent *a quo*, did not seek to avail itself of the opportunity to deal with the additional matter ...set out in reply, and I see no reason why these allegations should therefore be ignored."
27. In the result, I have come to the conclusion, and I find, that the required well-grounded apprehension of irreparable harm has been properly established by the applicant.
28. As regards the balance of convenience, the applicant submits that nothing will be expected of the respondent, other than to conduct itself in accordance with the agreement, as before, and this, temporarily, until the issue of the validity of its purported termination thereof is finally determined. I am inclined to agree. The respondent will receive the same services that it contracted for during the operation of the interim order, at the same price. For as long as the applicant renders satisfactory services, the respondent will be required to pay therefore. The

agreement, any compensation found to be due by one party in favour of the other in respect of liability under the agreement, is limited to a maximum of 30 % of the contract value. This provides cold comfort if the applicant's business in relation to the S@S programme were to close down, with concomitant loss of employment to its workers and resultant inability to recover anything towards the capital investment and outlay thus far made to support its performance under the agreement. The applicant employs employees who are the primary bread winners of their families. The evidence suggests that all the workers depend on the continued operations of the applicant for their survival. It is not difficult to imagine that if the applicant summarily ceases operations, the economic repercussions for the workers and their families will be devastating.

²⁰ In terms of clause 13.11, the parties agreed that 'Nothing in this clause 13 shall preclude either party from seeking urgent interim relief not otherwise provided for herein...and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg.'

²¹ 2016 (3) SA 143 at 152 I.

only variable concerning payment relates to volumes of collection in the sense that if lower volumes are attained, the applicant receives lower pay and/or may be subject to the imposition of penalties as provided for in the agreement.

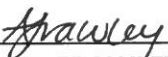
29. As appears from a reading of the agreement, the respondent was happy to contract on the basis and understanding that the agreement would remain in force for three years, all things being equal, that is, subject to satisfactory performance by the applicant and its ultimate compliance with the provisions of the agreement. To delay the implementation of the ostensible termination for a limited period of, at most, a few months, cannot seriously be suggested to cause any sort of prejudice to the respondent.
30. Even if the respondent were to ultimately succeed on arbitration, it will not have suffered no real prejudice in the sense that it will continue to obtain value for its money. Conversely, should the applicant not have the protection of an interim order, but ultimately succeed on arbitration, the prejudice it will suffer will likely be irreparable and irreversible. Even though the arbitrator has jurisdiction under the provisions of clause 13.8.2 to grant provisional or interim relief, should the relief sought in this court at this juncture not be granted, by the time the arbitration is heard, the very harm which this application is intended to prevent, will likely have manifested. The proverbial horse would have bolted.
31. In my view, there is no question that the balance of convenience favours the applicant. I find accordingly.
32. In these urgent, and, in my view, desperate, circumstances, I see no alternative remedy for the applicant to avoid the imminent catastrophic results that will likely ensue following a summary termination of the agreement on 31 October 2018.

33. The granting of an interim interdict is a discretionary remedy. *Prest*,²² at 79, puts it as follows:

"In every case of an application for an interdict *pendente lite* the court has a discretion whether or not to grant the application."

34. In my view, this was a proper case for exercising my discretion in favour of the applicant.

35. As regards the question of costs, after due reflection, I came to the conclusion that the costs should follow the result, in line with the normal approach. No arguments to the contrary were submitted to me.


MAIER-FRAWLEY AJ

Date of hearing:	30th October 2018
Judgment delivered	6 November 2018

APPEARANCES:

Counsel for Applicant:	Adv. AJ Daniels SC
Attorneys for Applicant:	Logan Naidoo Attorneys

Counsel for Respondent	:	Adv. Z. Ngwenya
Attorneys for Respondent:		Mncedisi Nodlovu & Sedumedi Attorneys

²² *Prest The Law and Practice of Interdicts*, which is considered to be an authoritative work on the subject.