

IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL DIVISION, PIETERMARITZBURG

Case No. 415/13

In the matter between:

KWA SANI MUNICIPALITY

APPLICANT

and

**UNDERBERG/HIMEVILLE COMMUNITY WATCH
ASSOCIATION**

FIRST RESPONDENT

AUBREY NGCOBO N.O.

SECOND RESPONDENT

J U D G M E N T

KOEN J:

INTRODUCTION:

[1] The applicant, a municipality, claims the following relief against the first and second respondents:

- '1. The written services agreement annexed to the founding affidavit of Ms Caroline Nokubonga James and marked "NJ3" is declared invalid and is set aside.
2. The first respondent is directed to make payment to the applicant of all and any amounts paid by the applicant to the first respondent in terms of or pursuant to the agreement within 7 days of the date of this order.
3. The arbitration proceedings initiated by the first respondent in terms of the agreement be and are hereby declared invalid.

4. The second respondent's appointment as arbitrator is declared invalid and is set aside alternatively the second respondent's appointment as arbitrator be and is hereby terminated.
5. It is declared that all and any decisions and awards as may have been made by the second respondent in the arbitration proceedings in the capacity of arbitrator are invalid and the applicant is not obliged to comply therewith.
6. The first respondent is directed to bear the costs of this application, save in the event that the second respondent elects to oppose this application in which event the first and second respondents be directed to pay the costs of this application jointly and severally.
7. The applicant is granted such further and/or alternative relief as this Honourable Court deems appropriate.'

[2] The first respondent is an association. Its operations *inter alia* include being a co-ordination centre for disaster management and fire protection, supplying a 24 hour emergency service to the community within the magisterial district of Underberg, supervising and coordinating the 21 security cells within the magisterial district, being available to be called upon from time to time by the first respondent to attend to any emergency within each cell area, cooperating closely with the South African Defence Force during the time the latter was deployed in the district, providing radios and various vehicles in order to improve and maintain communications throughout the municipal area, supervising and managing a working-on-fire team based at Willowmere, farm Underberg and subsequently also at Sappi Claremont Farm Bulwer, etc. The second respondent is the arbitrator appointed to arbitrate in a claim pursued by the first respondent against the applicant for monies it alleges are due to it by the applicant in terms of the agreement, annexure 'NJR3' to the founding affidavit.

[3] The applicant has elected to argue the matter in relation to the main relief claimed in paragraph 1 of the Notice of Motion, on the papers. It contends that in respect of the 'consequential relief' claimed from paragraph 2 onwards, that certain disputes of fact exist which might require a referral to oral evidence¹. During argument I enquired from Mr Gani, who appeared on behalf of the applicant, what

¹ If the main relief is not granted then the consequential relief falls away.

particular issues he envisaged might be referred to oral evidence. He subsequently provided me with a manuscript note in which one issue to be referred to oral evidenced in respect of the 'consequential relief', was identified as:

- '(1) Whether the first respondent actually provided services referred to in the agreement and, if so, the fair and reasonable value of the services so provided'.

He however continued that if there was to be a referral to oral evidence in respect of the consequential relief, that a further issue which might assume significance in respect of the primary relief claimed in paragraph 1 of the Notice of Motion, might also have to be referred to oral evidence, and if I was of such view, that the applicant asked that this issue also be referred to oral evidence. This issue he formulated as:

- '(2) Whether the first respondent was the only service provider which had the capacity to provide the services provided for in the agreement'.

Mr De Wet SC, on behalf of the first respondent, resisted any such referral and maintained that the matter could be dealt with on the papers and that the relief should be dismissed.

BACKGROUND:

[4] The written agreement in issue, being annexure 'NJ3' to the founding affidavit, was signed by the applicant on 2 November 2010 by the then municipal manager of the applicant, Mr S B Gwacela. *Ex facie* the agreement, he signed it authorised by a resolution of the applicant numbered 'No. 117 dated 28 October 2010'.² Mr Chris

² The copy of that resolution attached to the papers was apparently only signed much later on 11 January 2013 by the deponent to the founding affidavit, the current municipal manager. She was patently not the municipal manager at that time. The applicant contends that this written agreement was preceded by a verbal agreement concluded between the applicant's municipal manager at the time Mr S P Gwacela during 2008 with a Mr John Pearce of the first respondent. The first respondent denies that any such verbal agreement was concluded. The applicant contends that the effective date of that oral agreement was 1 July 2008 and that it commenced making payment of an agreed monthly amount of approximately R28 000 to the first respondent as from 1 July 2008. This agreement, it says, was one in terms of which the first respondent would be appointed as service provider by private treaty for an initial period of 3 years commencing on 1 July 2008 and subject to certain automatic renewal periods to operate thereafter. The deponent to the founding affidavit however states that 'the applicant is unaware of the precise facts and circumstances in which the agreement was concluded'. She however continues that Mr Gwacela was then authorised by the council of the applicant 'to sign a written service level agreement with the first respondent (presumably because the understanding was that the verbal agreement would be reduced to writing) and refers to the resolution of 28 October 2010 in support thereof. Nothing appears to turn on this alleged oral agreement, which in any event is denied by the first respondent, and which version is to

Barris, the chairperson of the first respondent at that time, signed the agreement on behalf of the first respondent.

[5] In brief, the agreement records that the applicant required an emergency and disaster relief co-ordination centre within the Kwa Sani municipal area and that the first respondent was willing and able to provide such general emergency and disaster relief co-ordination services on the terms as set out in the agreement. Notwithstanding the date of signature, the effective date of the agreement was 1 July 2008. The applicant commenced making payment of the agreed monthly amounts payable from 1 July 2008. The agreement was for an initial period of 3 years, until 30 July 2011, and would then be automatically renewed for a further 3 years until 30 July 2014, unless notice to terminate was provided by either party in writing before 28 February 2011. Failing such notice to terminate, and there has been none, the agreement would remain in force indefinitely until at least 6 months written notice to terminate was given by either party. The agreement is thus presently during this renewed period post 28 February 2011.

[6] The applicant made payment to the first respondent under the agreement from 1 July 2008 onwards. It alleges however that during 2012 its circumstances began to change and it no longer required the services which the first respondent was rendering under the agreement, the monthly payments to the first respondent becoming an unnecessary expense and placing undue strain on the applicant's financial resources. On 23 May 2012 the applicant's council resolved to terminate the agreement.

[7] The validity of this purported termination was disputed by the first respondent. When the applicant persisted with the contention that the agreement was cancelled validly, the first respondent initiated arbitration proceedings, in terms of the arbitration provision in the agreement, to enforce the agreement. The second respondent was appointed to arbitrate in this dispute.

[8] After a change of attorneys, the applicant received advice from its new attorneys during November 2012 that the agreement was invalid from the outset on legal grounds. The first respondent's disputes the correctness of that advice. Their respective contentions give rise to the principal issue for determination before this court.

THE LEGAL FRAMEWORK:

[9] The agreement is one for the delivery of a municipal service by an external service provider, as envisaged by the Local Government: Municipal Systems Act³ and the Local Government; Municipal Finance Management Act,⁴ to an organ of state.

[10] The provisions of s 217 of the Constitution are peremptory. They require that an organ of state contracting for goods and services must do so 'in accordance with a system, which is fair, equitable, competitive and cost effective'.

[11] In terms of s 217(2) national legislation must be enacted to give effect to the provisions of that section. The national legislation enacted is the Preferential Procurement Policy Framework Act.⁵ In respect of municipalities, the import of s217 of the Constitution has been 'fleshed out'⁶ and reinforced by the MFMA.

[12] Part 1 of Chapter 11 of the MFMA deals with the procurement by a municipality or municipal entity of goods and services. Section 111 requires a municipality to have and implement a supply chain management policy which gives effect to the provisions of part 1. Section 116 of the MFMA provides what a contract procured through the supply chain management policy of a municipality must provide for. It includes *inter alia* that the contract must be in writing and contain terms and conditions providing for a periodic review once every 3 years in respect of a contract which exceeds 3 years. There are also Municipal Supply Chain Management

³ Act 32 of 2000

⁴ Act 56 of 2003 (hereinafter referred to as 'the MFMA').

⁵ Act 5 of 2000.

⁶ *Loghdey v City of Cape Town and others: In re Advanced Parking Solutions* 2010 (6) BCLR 591 (WCC) para [6], *Sanyathi Civil Engineering & Construction (Pty) Limited and another v eThekweni Municipality and others* [2012] 1 All SA 200 (KZP) at para [27].

Regulations which have been published by the Minister of Finance and under Government Notice 868, GG 27636, dated 30 May 2005. In terms of regulation 36 a supply chain management policy, if one had been created, may allow the accounting officer

- '(a) to dispense with the official procurement processes established by the policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –
 - (i) in an emergency;
 - (ii) if such goods or services are produced or available from a single provider only;
 - (iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - (iv) acquisition of animals for zoos;
 - (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes;
- (b) to ratify any minor breaches of the procurement processes by an official or committee acting in terms of the delegated powers or duties which are purely of a technical nature.'⁷

[13] It is common cause that the applicant did not have a supply chain management policy at the relevant stage that the agreement was concluded. In *Municipal Manager: Quaken Local Municipality and another v FV General Trading CC*,⁸ the municipality likewise had ignored its obligation to have and implement a supply chain management policy. The Supreme Court of Appeal held that:

'But the second appellant's failure to implement a supply chain management policy cannot relieve it of its statutory obligation to act in a manner as summarised above, and it will be untenable to suggest that the second appellant was therefore not obliged to act openly, transparently and without following a fair, equitable, competitive and cost effective process when contracting with an external service supplier to render a municipal service'.

⁷ In such an event, the regulations require that the accounting officer must record the reasons for any deviations in terms of sub-regulation 1(a) and (b) and report them to the next meeting of the council, or board of directors in the case of a municipal entity, and include as a note to the annual financial statements.

⁸ 2010 (1) SA 356 (SCA) at para 13.

[14] The reference to 'manner as summarised above', entailed that where a municipal service such as in *casu*, is provided by way of an external mechanism by a municipality concluding a service delivery agreement with an external service provider, that the municipality must select the external service provider by a competitive bidding process which allows prospective service providers to have equal access to information relevant to the bidding process and which minimises the possibility of fraud and corruption⁹.

THE APPLICANT'S CONTENTIONS:

[15] The applicant contends, with reliance on the decision in *Municipal Manager: Qaukeni v FW General Trading*(supra) that the applicant had not followed an open public process in concluding the agreement, but did so by private treaty and with no offers having been invited, or tenders called for, nor the first respondent's credentials being investigated and verified. Accordingly, the conclusion of the agreement did not comply with the prescripts of s 217 of the Constitution and the provisions of the MFMA. This has the effect that the agreement is invalid *ab initio* for want of compliance with the principle of legality, which is a fundamental principle in our Constitution. Consequential to that contention, the applicant maintains that there was no valid legal basis for the payments which were made to the first respondent by the applicant. It maintains that this court does not have a discretion to permit the first respondent to retain these amounts or any part thereof since the court 'cannot breathe new life into a dead transaction' and afford validity to what was an invalid and unlawful contract.¹⁰ Accordingly all the payments that were made to the first respondent are reclaimed.

[16] The applicant claims that the relief it seeks is for a declaration of invalidity and not a conventional review. Specifically, it denies that the conclusion of the agreement amounts to administrative action as defined in the Promotion of Administrative Justice Act¹¹ ('PAJA'), and even if it was, it disputes that the first respondent properly

⁹See s 80(1)(a) read with s 83 of the Local Government: Municipal Systems Act.

¹⁰*Bio-Energy Afrika Freestate v Freedom Front Plus* 2012 (2) SA 88 (FB) at para 8.

¹¹ Act 3 of 2000.

challenged what the applicant seeks to achieve, as being a review to which the provisions of PAJA would apply.

THE FIRST RESPONDENT'S CONTENTIONS:

[17] The first respondent contends that the conclusion of an agreement, such as the present, by an organ of state for the supply of municipal services amounts to administrative action. Accordingly, it is reviewable in terms of PAJA and it does not matter that the party seeking the review, is the organ of state responsible for the decision. In view of the application for the review and setting aside not having been brought by the applicant within 180 days of the aggrieved act, that is the conclusion of the agreement, the first respondent contends that the present review is out of time in terms of s 7 of PAJA and the application falls to be dismissed.

[18] Alternatively, the first respondent contends that the applicant's failure to timeously challenge the alleged non-compliance with s 217 and it performing in terms thereof for a period of four years validated whatever formalities may not have been complied with at the time of its conclusion, and precludes the applicant from the relief it claims.

DISCUSSION:

[19] As much as the absence of a supply chain management policy does not mean that an organ of state, like the applicant, would have carte blanche to contract in whichever way it wants, but that it still had to comply with a process designed to ensure a transparent, cost effective and competitive tendering process in the public interest, likewise the applicant cannot improve its position beyond what it would have been had there been such a policy. If it had such a policy, then pursuant to regulation 36, it could dispense with the official procurement process where a particular service was only available from a single provider, or, if it was impractical or impossible to follow the official procurement processes due to exceptional circumstances. Considerations such as that the first respondent was the only service provider for the kind of services required at the time that the contract was concluded in that area, or that there were other reasons making it impracticable or

impossible to follow the official procurement process, would in my view be relevant considerations in deciding whether a particular procurement process that was followed nevertheless met with the Constitutional imperative of transparency, cost effectiveness and competition.

[20] Having elected to argue the matter on the papers, at least initially, the applicant was bound by the version of the First Respondent¹² in the event of any material dispute of fact.

[21] In paragraph 27 of the answering affidavit the deponent states that:

'I respectfully submit that the nature and extent of the services being supplied by the First Respondent were not available from or offered by any other "supplier" in KwaZulu-Natal: indeed there was to my knowledge no other supplier of such services in the province at that time nor is there any such supplier at present. It was accordingly impractical or impossible to follow a public process of competitive bidding. The relationship between the First Respondent on the one hand and the Applicant, The SABS, the community (including all persons residing in the villages and on the farms), the communications system being well established and in place, and the spirit of mutual understanding, trust, and co-operation between the First Respondent and the numerous entities with whom it deals on a daily basis, on the other hand, has developed over the years and is an essential element in the success of the First Respondent's performance of its obligations.'

[22] On that evidence I am by no means persuaded that the process adopted was necessarily not in compliance with the Constitutional injunction, having regard to the specialised nature of the services and the remoteness and locality of the applicant's municipal district.

[23] In reply, the current municipal manager of the Applicant, who was also the deponent to the founding affidavit and who on her own version does not have personal knowledge of the circumstances which prevailed at the time of the

¹²*Plascon Evans Paints Limited v Van Reebeck Paints*(supra) footnote 1.

conclusion of the agreement¹³(although in reply her version is now sought to be confirmed by *inter alia* Mr Gwacela and a Ms McAlister), states that:

'12.2 It is, with respect, artificial to contend that there was no other supplier of this service in the province at the time. Had a public process been initiated, service providers from throughout the province would have been afforded the opportunity to tender for the work. From the inquiries conducted by the Applicant, there are at least two firms which had and have the capacity to perform the services provided for in the agreement. These are KZN Rural Metro Emergency Management Services (Pty) Ltd. and Aurecon'.

[24] This allegation falls short of stating that these entities were providers, or at least were potential interested providers of the services to the applicant at the time of the conclusion of the agreement.

[25] However, even assuming in favour of the applicant that a genuine dispute of fact arises in this regard which would otherwise require this issue to be referred to oral evidence, it seems to me that the application falls to be dismissed on other grounds.

DID THE AWARD OF THE CONTRACT CONSTITUTE ADMINISTRATIVE ACTION TO WHICH PAJA APPLIES?

[26] It is trite law that the award of a contract for services by an organ of state, such as the applicant, constitutes administrative action.¹⁴

[27] Section 1 of PAJA defines 'administrative action' as meaning
 'any decision taken or any failure to take a decision, by –
 (a) an organ of state, when –
 (i) Exercising a power in terms of the Constitution or a Provincial Constitution;
 (ii) Exercising a public power or performing a public function in terms of any legislation;
 (b) ...

¹³ The evidence of the First Respondent in the answering affidavit was that she was only appointed as municipal manager during November of 2012.

¹⁴ See *Steenkamp NO v Provincial Tender Board Eastern Cape* 2007 (3) SA 121 (CC).

which adversely affects the rights of any person and which has a direct, external legal effect, but does not include

(aa) ...'.¹⁵

[28] Mr Gani has emphasized the requirement in the definition that the decision must 'adversely affect the rights of any person.' He also referred to s 3(1) which requires that 'administrative action which materially and adversely affects the rights or legitimate expectations of any person must be procedurally fair'. He submitted that PAJA does not apply to the present situation because an organ of state can never take its own decision on review in terms of PAJA, its remedy being confined to a declaration that whatever it did, failed to comply with the principle of legality. He maintained that the exercise of a public power by an organ of state would be reviewable at the instance of the organ of state in accordance with the principle of legality, but at common law and not in terms of PAJA.

[29] Section 6(1) of PAJA provides:

'(1) Any person may institute proceedings in a court or a tribunal for the judicial review of an administrative action'.

The power to institute review proceedings does not appear to be limited only to those persons at the receiving end of some administrative action by an organ of state.

[30] Administrative action, in the form of the conclusion of an agreement with an external service provider, where the external service provider is required to change its circumstances, for example employ staff or invest in particular equipment in order to comply with its contractual undertakings, will adversely affected the rights of the other contracting party, in *casu* the first respondent, should the view later be adopted by the organ of state, even if with the benefit of hindsight and in retrospect, that the validity of such agreement might be suspect because of the failure to comply with some aspect of a procurement. This would seem to satisfy the requirements of s6 of PAJA.

¹⁵These exclusions are not relevant to the present application.

[31] The rights of the organ of state would also be affected adversely. I can see no reason in principle why the particular organ of state, in *casu* the applicant, which had concluded an agreement, which creates on going contractual obligations in circumstances where it should not have done so because of constitutional prescriptions regarding transparency in procurement, would not be affected adversely by such invalid decision. The adverse affect would also extend to its constituents whom it represents.

[32] In my view the conclusion of the agreement supported by the council resolution No 117 would constitute administrative action also for the purposes of review in terms of PAJA, even although it might not always fit in comfortably with some of the provisions in PAJA.

[33] Section 6(1) refers to 'any person' being entitled to institute proceedings for judicial review of administrative action. It might seem unusual and might require an amendment to the usual review process that is followed, in that the organ of state if itself seeking the review, obviously would not call upon itself to produce the record in accordance with Rule 53, but would presumably make the full record available in its application. But that *per se* is not sufficient to exclude the application of PAJA to such a situation. Counsel were unable to refer me to any case authority on this aspect.¹⁶

[34] As much as the position might appear somewhat unusual, it would seem to offend against the principles of equality and fairness if in the context of a contract concluded with an organ of state, a party other than the organ of state itself who might be adversely affected by the contract being declared illegal would be limited to the 180 day limitation in s 7, which provisions has as its purpose administrative certainty, but that the same administrative certainty must yield to any time beyond the 180 days, to the prejudice of the other contracting party, if it was held that the same transaction did not amount to administrative action and/or was not reviewable

¹⁶ See however, *Pepcor Retirement Fund and Another v Financial Services Board and another* [2003] 3 All SA 21 (SCA) and *Ntshangase v MEC: Finance Kwa-Zulu Natal and another* 2010 (3) SA 201 (SCA) in this regard.

in terms of PAJA but simply at common law, because it is sought to be impeached by the particular organ of state.

[35] If I am correct in that regard, then s 7 of PAJA would preclude the present review. In this respect Mr Gani was critical of PAJA being invoked as he said this was not raised squarely by the first respondent in its answering affidavit. Although it could have been raised more pertinently and expressly, it seems to me that the allegations in the answering and supplementary affidavit, containing references to an 'administrative act' and 'to set aside an invalid administrative act' certainly suggested the possible application of the provisions of PAJA. But in any event, the factual allegations were sufficient to allow a challenge in terms of PAJA, as it simply involves the application of a statutory provision for which an adequate factual basis has been laid in the affidavits.

THE UNDUE DELAY RULE

[36] However, even if I am wrong in that regard and an organ of state in seeking relief claiming the declaration of the invalidity of its own administrative action is not reviewable in terms of PAJA, then it certainly would seem to be a review at common law based on the principle of legality, as contended by Mr Gani.

[37] The principle of legality is to be found in s 1(c) of the Constitution which refers to the 'supremacy of the Constitution and the rule of law. Section 167(7) of the Constitution provides that 'a constitutional matter includes any issue involving the interpretation, protection or enforcement of the Constitution'.

[38] Deciding whether a particular agreement is in conformity with s 217 of the Constitution concerns the interpretation and enforcement of the Constitution.

[39] Thus being a constitutional matter, s 172 of the Constitution finds application. It provides, in dealing with the powers of a court in a constitutional matter that:

- '(1) When deciding a constitutional matter within its power, a court –
 - (a) ...; and,
 - (b) may make any order that is just and equitable, including –

- (i) ...; and,
- (ii) ...'.

[40] Assuming, in favour of the applicant that the agreement was concluded in breach of s 217, the question remains whether, because of the time that has elapsed since it was implemented, it should be set aside¹⁷.

[41] At common law the application of the so called undue delay rule¹⁸ required a two stage enquiry. First, whether there was an unreasonable delay and, second, if so, whether the delay should in all the circumstances be condoned¹⁹. Whether or not the decision was lawful, no longer matters. If the rule applies, the otherwise 'unlawful' decision has been 'validated' by the delay²⁰. The rationale underlying the rule is the inherent potential for prejudice, both to the efficient functioning of the public body and to those who rely upon its decisions²¹.

[42] In this regard a court has a discretion. Scott J A in *Chairperson: Standing Tender Committee v J F E Sapela Electronics (Pty) Ltd. and Others*²² held:

'In appropriate circumstances a court will decline, in the exercise of its discretion, to set aside an invalid and administrative act. As was observed in *Oudekraal Estate (Pty) Ltd v City of Cape Town* 2004 (6) SA 222 (SCA) para 36 at 246D: "It is that discretion that accords judicial review its essential and pivotal role in administrative law, for it constitutes the indispensable moderating tool for avoiding or minimising injustice when legality and certainty collide: A typical example would be the case where an aggrieved party fails to institute review proceedings within a reasonable time. See eg *Wolgroeiërs Afslaers (Edms) Bpk v Munisipaliteit van Kaapstad* 1978 (1) SA 13 (A); s 7(1) of PAJA which gives statutory recognition [and definition] to this rule. In a sense, therefore, the effect of delay is to "validate" what would otherwise be a nullity see *Oudekraal Estate (Pty) Ltd (supra)* para 27 at 242E-F. In the present case, as I have found, there was no culpable delay on the part of the respondents. But the object of the rule is not to punish the party seeking the review. Its *raison d'être*

¹⁷ Whether at common law or in terms of s172 (1)(b) as 'just and equitable'.

¹⁸ See *Gwetha v Transkei Development Corporation Limited and Others* 2006 (2) SA 603 (SCA) para [22] to [23].

¹⁹ *Associated Institutions Pension Fund and Others v Van Zyl and Others* 2005 (2) SA 302 (SCA) para [47].

²⁰ *Opposition to Urban Tolling Alliance and Others v The South African National Roads Agency Ltd and Others* (90/2013) [2013] ZASCA 148 (9 October 2013)

²¹ *Wolgroeiërs Afslaers (Edms) Bpk v Munisipaliteit van Kaapstad* 1978 (1) SA 13 (A) para [23].

²² 2008 (2) SA 638 (SCA) at para 28.

was said by Brand JA in *Associated Institutions Pensions Fund and Others v Van Zyl and Others* 2005 (2) SA 302 (SCA) ([2004] 4 All SA 133) at para 46 to be twofold: “First, the failure to bring the review within a reasonable time may cause prejudice to the respondent. Secondly, there is a public interest element in the finality of administrative decisions in the exercise of administrative functions.” Under the rubric of the second I would add considerations of pragmatism and practicality.’

[43] The delay before any steps were taken to impeach the agreement has been unreasonably long. The contract has been implemented by both parties from their respective sides over a period of more than four years. It has less than a year to run. The parties have changed their positions to comply with its terms. To review and set the agreement aside now, would be highly prejudicial and would undermine the finality of administrative decisions. The applicant only has itself to blame for this delay. In those circumstances the delay should not be condoned. Considerations of pragmatism and practicality persuade me regardless to the other arguments, to exercise my discretion against the grant of the relief claimed. On that basis too, the application falls to be dismissed.

ORDER:

[44] The Application is dismissed with costs.

DATE OF HEARING: 3/9/13

DATE OF DELIVERY: 30/10/13

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