



THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Not Reportable

Case No: 2025-096036

In the matter between:

CGIS REFRIGERATION GROUP (PTY) LTD

Applicant

and

ROBERT-ARMAND BOCHNIG

First Respondent

**CONCORD REFRIGERATION (A DIVISION OF
SOUTHEY HOLDINGS PROPRIETARY LIMITED)**

Second Respondent

Heard: 14 August 2025

Delivered: 27 August 2025

JUDGMENT

ERASMUS, AJ

Introduction

[1] The Applicant (CGIS) seeks to enforce restraint of trade provisions against the First Respondent (Bochnig) by way of an application in terms of Rule 39 of the Labour Court Rules¹. Bochnig opposed the application.

[2] Although no relief was sought against the Second Respondent (Concord) unless it opposed the application, Concord opposed the application by submitting its own affidavits, in addition to supporting Bochnig's affidavits insofar as it had referenced Concord and in doing so, confirmed that CGIS and Concord have been competitors for many years, albeit limited to refrigeration cabinets only.

[3] As a result of two opposing affidavits having been filed, CGIS filed two replying affidavits. This, in turn, resulted in a further two affidavits by Bochnig and Concord being filed as the customary fourth set of affidavits in restraint of trade applications. Due to Bochnig referencing a Court order granted on 1 August 2025 by this Court in another matter for the first time in his fourth affidavit, CGIS sought leave to file a fifth affidavit dealing with that specific paragraph only, which leave is granted.

[4] In addition to the above affidavits, CGIS filed a confidential affidavit wherein it dealt with the confidential information which it contended supports its claim for enforcement of the restraint of trade, in addition to the trade connections which it sought to protect. This, in turn, resulted in an answering affidavit being filed by Bochnig, followed by a replying affidavit on behalf of CGIS.

[5] Furthermore, and as required by the Rules, CGIS and the respondents filed heads of argument.

Factual background

[6] Bochnig commenced employment with Insulated Structures (1989) (Pty) Ltd (Insulated Structures) on 1 August 2016. He furnished certain restraint of trade and confidentiality undertakings in their favour. Through restructuring of the group,

¹ GN 4775 of 2024: Rules Regulating the Conduct of the Proceedings of the Labour Court (effective 17 July 2024).

Bochnig's employment was transferred to Glacier Doors, which had its name changed to that of CGIS. CGIS had two divisions within its operations, namely Insulated Structures and Glacier Doors. On 1 July 2019, Bochnig gave specific confidentiality and restraint of trade undertakings in favour of CGIS as well, which undertakings superseded the previous undertakings.

[7] These undertakings include, in an abbreviated format, amongst others:

7.1 To solely use the confidential information he would have been exposed to, for the purpose of performing his duties as an employee of CGIS.

7.2 Not to disclose, publish, utilise, exploit or otherwise use such confidential information except where expressly authorised in writing by CGIS.

7.3 To return all confidential information in his possession to CGIS upon termination of his employment.

7.4 For a period of three years and within South Africa and the other SADC regions within which CGIS have done business in the 12 months prior to Bochnig leaving their employ, be restrained from:

7.4.1 Being involved in a business that competes with CGIS;

7.4.2 Using or divulging the confidential information of CGIS for his benefit or the benefit of a competitor;

7.4.3 Causing a senior employee of CGIS to leave their employment with CGIS;

7.4.4 Soliciting business from anyone who was a customer of CGIS during the 12 months prior to Bochnig leaving their employ; and

7.4.5 Engaging with any suppliers who were suppliers of CGIS during the 12 months prior to Bochnig leaving their employ.

[8] Bochnig commenced his employment in the position of Turnkey Solutions Specialist: Africa, reporting to the then Export Sales Manager. On 28 January 2020, Bochnig was appointed as the Sales and Marketing Director of CGIS, responsible for overseeing the entire Insulated Structures team (both export and inland). As Sales and Marketing Director, he reported directly to the Chief Executive Officer. Bochnig still held this position at the time of termination of his employment.

[9] Bochnig's employment terminated after financial improprieties came to CGIS's attention in August 2024. More specifically, upon a representative of CGIS following up with a retail client on the unpaid balance in respect of products and services rendered to the client, the client provided proof that payment in respect of such services had been made directly into a private bank account owned by Bochnig. Bochnig resigned in the face of a disciplinary hearing and after discussions, it was agreed that CGIS would not continue with the disciplinary hearing on the basis that Bochnig's resignation would take immediate effect, that he would forthwith resign as a Director of CGIS, that he would repay the monies he had received from the client to CGIS and Bochnig would give a renewed undertaking to abide by his restraint of trade undertakings as set out in his employment contract and agreed that any breach thereof would be actionable immediately and that the filching of confidential information would result in civil and criminal action against Bochnig. An agreement was signed by the parties to that effect on 3 September 2024.

[10] Bochnig stated that he assisted a client who could not afford to purchase only new cabinets from CGIS by personally providing the client with cabinets which did not belong to CGIS and which Bochnig had refurbished in his own time and sold to the client. He does not deal with how such a transaction would come to be on the books of CGIS, though. This is, however, not important. What is important is that Bochnig once again gave a renewed undertaking to abide by his restraint of trade provisions.

[11] Bochnig complied with the restraint of trade provisions for almost nine months.

[12] On 15 May 2025, Concord contacted CGIS and enquired about Bochnig's restraint of trade with CGIS, as Concord was considering the employment of Bochnig. CGIS made it clear in no uncertain terms that it would enforce the restraint provisions. It came to the attention of CGIS on 28 May 2025 that Concord had nonetheless employed Bochnig. Bochnig, however, states that he commenced employment with Concord on 1 June 2025.

[13] The business models of both CGIS and Concord include the design, manufacture, installation and servicing of energy-efficient refrigeration systems for the supermarket and retail sectors. It is common cause that whilst CGIS offers a wider range of products and services compared to Concord, there is an overlap between the two businesses insofar as the manufacture and supply of refrigerated display cabinets are concerned. These include, for example, upright chillers, freezer cabinets and energy-efficient display systems, to name but a few, which are used in retail stores to keep products cold or heated whilst displaying the products for sale to retail customers.

[14] Not only is it common cause that CGIS and Concord are competitors, but they compete in a very narrow market which has very few clients, being predominantly the big five retailers in South Africa and the SADC region, namely Pick 'n Pay Corporate, Pick 'n Pay Franchise, Spar Group, Shoprite, Checkers and OK Foods. Woolworths and Makro exclusively use CGIS. Both CGIS and Concord have been operating in this market, in which there have been only a handful of competitors for many years. Concord confirmed that it shares many of the same or similar customers with CGIS and that they both compete in respect of national and regional tenders.

[15] A party seeking to enforce a restraint of trade is required to invoke the restraint agreement and prove a breach thereof. The party who seeks to avoid the restraint bears the onus to demonstrate, on a balance of probabilities, that the restraint agreement is unenforceable because it is unreasonable.²

[16] This court in *Esquire System Technology (Pty) Ltd t/a Esquire Technologies v Cronjé and another*³, summarised the position regarding restraints of trade in our law as follows:

'1. Covenants in restraint of trade are valid. Like all other contractual stipulations, however, they are unenforceable when, and to the extent that,

² *Magna Alloys and Research (SA) (Pty) Ltd v Ellis* 1984 (4) SA 874 (A); *Basson v Chilwan and Others* 1993 (3) SA 742 (A) (*Basson*) at 776I-J; *Reddy v Siemens Telecommunications (Pty) Ltd* 2007 (2) SA 486 (SCA); *Den Braven SA (Pty) Ltd v Pillay and Another* 2008 (6) SA 229 (D); *Experian South Africa (Pty) Ltd v Haynes and Another* 2013 (1) SA 135 (GSJ).

³ (2011) 32 ILJ 601 (LC) at para 37.

their enforcement would be contrary to public policy. It is against public policy to enforce a covenant which is unreasonable, one which unreasonably restricts the covenantor's freedom to trade or to work.

2. Insofar as it has that effect, the covenant will not therefore be enforced. Whether it is indeed unreasonable must be determined with reference to the circumstances of the case.

3. Such circumstances are not limited to those that existed when the parties entered into the covenant. Account must also be taken of what has happened since then and, in particular, of the situation prevailing at the time the enforcement is sought.

4. Where the onus lies in a particular case is a consequence of the substantive law on the issue.

5. What that calls for is a value judgment, rather than a determination of what facts have been proved, and the incidence of the onus accordingly plays no role.

6. A court must make a value judgment with two principal policy considerations in mind in determining the reasonableness of a restraint:

6.1 The first is that the public interest required that parties should comply with their contractual obligations, a notion expressed by the maxim *pacta servanda sunt*.

6.2 The second is that all persons should in the interests of society be productive and be permitted to engage in trade and commerce or the professions. Both considerations reflect not only common-law but also constitutional values. Contractual autonomy is part of freedom informing the constitutional value of dignity, and it is by entering into contracts that an individual takes part in economic life. In this sense, freedom to contract is an integral part of the fundamental right referred to in s 22.'

[17] It is common cause that the restraint of trade undertakings were given in favour of CGIS and that Bochnig has breached same by taking up employment with a competitor within nine months. Concord confirmed that it had employed Bochnig as Inland Sales Manager to focus on sales, and particularly so, in the inland regions.

[18] CGIS claims enforcement of the restraint of trade on the basis of both customer relations and confidential information.

[19] As the Sales and Marketing Director, CGIS stated that Bochnig had access to its most sensitive commercial information, including proprietary pricing models, supplier terms, margin analyses, strategic forecasts, tender strategies, confidential client development plans and structuring of service-level agreements. His role extended to group-wide strategic planning, forecasting and margin analysis and contributions to commercial strategy across multiple business units, and he was regularly involved in board-level discussions. He maintained direct relationships with key clients, representing the leadership of CGIS rather than acting as a mere sales representative, and these relationships were built solely on the authority vested in him by virtue of his position.

[20] It is common cause that Bochnig attended the following meetings whilst in the employ of CGIS:

- 20.1 Directors' meetings every second month;
- 20.2 Weekly EXCO meetings;
- 20.3 Weekly MANCO sessions;
- 20.4 Weekly sales meetings;
- 20.5 Weekly debtors' meetings;
- 20.6 Weekly procurement meetings;
- 20.7 Weekly production meetings;
- 20.8 Weekly project meetings; and
- 20.9 Insulated structures Management Meetings every two months.

[21] In addition to the above, he also attended the group's annual Bosberaad in January 2024 and the follow-up Culture and Strategy Session, also in January 2024.

[22] CGIS stated that the Bosberaad served as a high-level platform for collaborative planning where industry developments, operational priorities and long-term strategic objectives were discussed in depth and where Bochnig was not just merely present, but actively participated by contributing to presentations and

discussions on customer segmentation, product development and regional growth strategies.

[23] Bochnig also attended CGIS's culture and strategy session in January 2024, where CGIS's five-year strategy was discussed in detail. A copy of the presentation was presented to the Court by means of a confidential affidavit. It showed not only what had been achieved by 2024, but also the goals until 2028 and the strategies on how to achieve those goals, as well as the five-year financial plan.

[24] In opposing the application, Bochnig downplayed his access and exposure to confidential information, stating that it was generalised and mundane information that is of no use or that he did not commit the information to memory and could not recall it or had forgotten about it and only recalled some of it when he saw the attachments to the confidential affidavit submitted by CGIS. He also stated that he was not a 'numbers person' and that his focus was sales.

[25] These contentions by Bochnig beg the question: what was he doing as the Sales and Marketing Director of CGIS? Especially considering that the title of Director was not just a title in name, and that he was indeed a registered director with fiduciary duties as provided for in the Companies Act⁴. How did he lead his sales team without having access to or being exposed to highly confidential information?

[26] On 31 January 2024, Bochnig signed a document entitling him to incentives based on goals and objectives to be achieved during 2024. From the document, it is clear that Bochnig was placed at the centre of CGIS's commercial strategy and operational execution. The document reflects both his seniority and the extent of his strategic responsibilities, which in turn confirms his exposure to confidential information and which can be summarised as follows:

26.1 Organisational Design and Accountability in that he was tasked with developing a sustainable sales structure, including role clarification, KPI

⁴ Act 71 of 2008.

definition and team accountability. He was thus involved in shaping the internal architecture of the sales function and driving culture alignment.

26.2 Strategic Planning and Execution: Bochnig was responsible for ensuring a clear, well-communicated sales strategy which aligned with the broader business objective. This included leading structured weekly sales meetings and engaging in period strategy reviews with the EXCO, underscoring his role in high-level planning and cross-functional coordination.

26.3 Financial Stewardship: He was accountable for margin control across projects, services and products, in collaboration with the finance department. Non-profitable businesses also had to be identified and evaluated periodically. This shows his direct influence over profitability and commercial decision-making.

26.4 Leadership Development: He was expected to oversee the development of the sales manager and team, aligning their capabilities with project execution and technical delivery.

26.5 Operational Cost Management: He had to align the overheads and costs of his Insulated Structures division to defined business margins and profitability.

[27] Bochnig states that he does not recall the information, or that the information that he does recall or was exposed to is outdated. Information regarding what special discounts were given to which clients over the years, or the terms and conditions of service level agreements for different clients over the years, is still relevant and of use to a competitor in circumstances where Bochnig joined the competitor nine months after termination of his employment. The same goes for all the strategic and confidential information that was shared in respect of the five-year plan. Bochnig's denials in this regard are disingenuous.

[28] In *BHT Water Treatment (Pty) Ltd v Leslie and Another*⁵, the court remarked as follows:

'In my view, all that the applicant can do is to show that there is secret information to which the [employee] had access, and which in theory the

⁵ 1993 (1) SA 47 (W) at 57I – 58B.

[employee] could transmit to the second respondent should he desire to do so. The very purpose of the restraint agreement was that the applicant did not wish to have to rely on the bona fides or lack of retained knowledge on the part of the [employee]... In my view, it cannot be unreasonable for the applicant in these circumstances to enforce the bargain it has exacted to protect itself. Indeed, the very ratio underlying the bargain was that the applicant should not have to content itself with crossing its fingers and hoping that the employee would act honourably or abide by the undertakings that he has given.'

[29] Bochnig, at the outset and without admitting that the information constitutes confidential information of the kind that may be protected, gave an undertaking not to disclose or use any of CGIS's information claimed to be confidential, whether for his personal benefit or that of an entity with which he may be directly or indirectly associated, including Concord.

[30] In *Vox Telecommunications (Pty) Ltd v Steyn & another*⁶, this court reaffirmed the difficulties of attaching weight to undertakings such as the one given by Bochnig in this case:

'... It is for the respondent to establish that he or she had no access to that information or that he or she had never acquired any significant personal knowledge of, for example, the applicant's customer basis while in its employ. All that the applicant need show is that there is secret information to which the respondent had access and which in theory the respondent could transmit to the new employer if he or she was inclined to do so. In order to enforce the restraint, the applicant does not have to show that the respondent has in fact utilised information confidential to it, it is sufficient to show that the respondent could do so...' (Own emphasis)

[31] Insofar as customer relations are concerned, it is common cause that Bochnig has customer relations. Bochnig, however, states that the relations had been forged

⁶ (2016) 37 ILJ 1255 (LC) at para 31.

in the years prior to him joining CGIS. He makes mention of some of the relations existing for over a decade, whilst he was in the employ of CGIS for eight years.

[32] Bochnig himself, however, refers to how he met clients daily very early in the morning as well as after normal working hours to drink coffee with them and how he went on hunting trips with them or stayed over at their places and had them over to his home for a braai. All of this was done whilst Bochnig was in the employ of CGIS. He continued to forge and strengthen those relations he had prior to joining CGIS for a further eight years on account of CGIS and at their expense, by means of CGIS covering some of the entertainment expenses and also paying Bochnig a salary commensurate with his senior role, which role required him to forge and nurture relations.

[33] His contention that the industry is regulated by products, price and service and that customer relations play no role in securing business, simply holds no water. It begs the question of what the reason would have been for forging these relations if it played no role. Furthermore, evidence was presented of Bochnig reporting back to CGIS that business was to follow after one such engagement with clients.

[34] Bochnig alleged that CGIS had its own client list when he commenced employment with it and that he did not use such list, but left it to the other sales representatives to use. He further alleged that he did not establish any new customer connections whilst in the employ of CGIS but rather maintained his existing customer base.

[35] As Sales Director, it is highly improbable that he did not develop any new customer relations over the years. It was also part of his duties to oversee all sales, which caused him to not only have relations with his own customers, but also those of the other sales representatives.

[36] CGIS also clearly demonstrated that Bochnig started his employment at CGIS with ten customers, which figure had doubled the following year and continued to grow until it reached 68 customers for the year in 2021, whereafter it reduced to 48

and 49. At the time that he left in early September 2024, he had serviced 37 clients for the year.

[37] Bochnig himself confirmed that he outperformed other sales representatives to the extent that he was the top-performing salesperson. He confirms that he is a well-liked person.

[38] As with confidential information, Bochnig downplayed his relations with customers. He stated in his affidavit that Woolworths sources its refrigeration cabinets exclusively from CGIS. He continued and stated that '*As far as [he] is aware, Woolworths has an exclusive agreement with CGIS. [He] say[s] "as far as [he is] aware" because [he] was not involved with Woolworths while [he] worked at CGIS*'. Bochnig would, however, not have been able to perform his function as Sales and Marketing Director in the absence of such fundamental information.

[39] In any event, Bochnig's contention does not withstand scrutiny as CGIS provided clear evidence of Bochnig liaising with the Engineering Manager of Woolworths, amongst others. Further emails demonstrate that Bochnig had been involved in engagements regarding Woolworths and had even been party to emails exchanged regarding price increases for Woolworths.

[40] In *Basson v Chilwan and others*⁷, Nienaber JA identified four questions that should be asked when considering the reasonableness of a restraint: (a) Does the one party have an interest that deserves protection after termination of the agreement? (b) If so, is that interest threatened by the other party? (c) In that case, does such interest weigh qualitatively and quantitatively against the interest of the other party not to be economically inactive and unproductive? (d) Is there an aspect of public policy having nothing to do with the relationship between the parties that requires that the restraint be maintained or rejected? Where the interest of the party sought to be restrained weighs more than the interest to be protected, the restraint is unreasonable and consequently unenforceable.

⁷ *Basson supra* at 767G-H.

[41] In *Kwik Kopy (SA) (Pty) Ltd v van Haarlem and Another*⁸, a further consideration was added, namely, whether the restraint goes further than is necessary to protect the interest.

[42] From what has been referred to hereinabove and as clearly and extensively demonstrated by the papers, CGIS have interests worthy of protection, both in the forms of confidential information and customer relations.

[43] The questions of whether such interests are being threatened by Bochnig attracts an affirmative answer. It is common cause that it is a small specialised market with a very limited number of main clients who are shared between a limited number of competitors. In addition thereto, CGIS has two exclusive clients with which Concord does not have any dealings, or at least not yet. Business often goes out on tender in circumstances where all vendors would sometimes be called to tender, whilst on other occasions, selective companies would be afforded the opportunity to tender. Bochnig, being in the employ of Concord, would provide Concord with an unfair advantage, considering his exposure to confidential information and relations forged or maintained whilst in the employ of CGIS.

[44] Bochnig would know what problems had been experienced by CGIS and could use that to the advantage of Concord. One such example was Bochnig having referred to a problem which Makro had experienced with the doors supplied by CGIS.

[45] To make matters worse, Bochnig has been employed in a similar role by Concord, namely Sales Manager, with a specific focus on inland business. His loyalties now lie with Concord, where he would need to perform and make a success of his role as Sales Manager at Concord.

[46] CGIS has shown that Concord has also been invited to quote on two sensitive commercial projects involving retailers located in Upington and in the Lowveld. With Bochnig's extensive knowledge of CGIS, he could place Concord in a position to

⁸ 1999 (1) SA 472 (W) at 484E.

undercut prices or capitalise on other information which he had been exposed to. This is so, especially considering that Bochnig knows where CGIS will give discounts, as well as the parameters of such discounts. Bochnig also has a close relationship with the Regional Manager of the Lowveld project as a competitive advantage. Bochnig had, on at least one occasion, spent the night in Nelspruit at the expense of CGIS, visiting the Regional Manager and having dinner with him.

[47] The relationships which Bochnig forged and/or strengthened at the expense of CGIS over eight years were built on trust, strategic collaboration and direct engagements, and they stand to be unfairly leveraged to the benefit of Concord in contravention of the restraint provisions.

[48] One therefore needs to weigh the interests of CGIS and Bochnig.

[49] CGIS has clear interests worthy of protection. Bochnig, on the other hand, contends that he is experiencing financial difficulties after having exhausted his savings during the nine months after having left CGIS and that, apart from Concord, he was not able to find alternative employment. He has, however, not taken the Court into his confidence by providing details of his attempts to find alternative employment.

[50] Bochnig continuously stated that he has been unemployed for a year and that he has been out of the industry for a year, but this is not true. It has not been disputed, and in fact, clear evidence was presented showing that he had been in the employ of Concord by 28 May 2025, leaving him unemployed for a period just shy of nine months.

[51] Bochnig has experience and expertise in dry shelving without any refrigeration aspect. He can be gainfully employed in such industries without infringing on his restraint of trade with CGIS. CGIS has also shown that the National list of Occupations in high demand for 2024 shows that the following positions are in high demand: Sales Assistants (General), Industrial Products Sales Representatives and Commercial Services Sales Agents. Bochnig prides himself as a well-liked person who goes the extra mile in forging relations and confirms that he is an excellent

salesperson. He also has managerial skills, as confirmed by his employment in senior positions at both CGIS and Concord.

[52] Bochnig's interests, therefore, do not outweigh the interests of CGIS. There are also no factors of public policy that justify the non-enforcement of the restraint of trade in this matter.

[53] That brings this Court to the question of whether the restraint goes further than is necessary to protect the interest.

[54] Bochnig contends that the nine months during which he did not work for Concord were sufficient to dilute any protectable interest that CGIS may have had. He stated that during that time, CGIS was able to continue servicing its customers without any difficulty. The problem with this is that CGIS was able to do so due to no interference by Bochnig.

[55] Albeit that the restraint provisions in favour of CGIS were given for a three-year period, CGIS is asking this Court to enforce them for two years.

[56] CGIS has demonstrated the difficulties it has experienced in picking up the ties after Bochnig had departed, which Bochnig said he could not be held liable for in terms of the period of the restraint. Such contention, however, fails to take cognisance of the fact that CGIS did not plan in advance for Bochnig to breach his restraint. They continued doing business as usual, not expecting to have to reinvent the wheel, so to speak, to avoid any damage being caused by Bochnig nine months later. According to them, they would have had three years to bring about the required changes, especially considering Bochnig's repeated undertaking upon his resignation to honour the restraint.

[57] Bochnig was in a very senior position for a fairly long period at CGIS, and during that time, was exposed to vast amounts of confidential information, including information regarding the five-year plan until 2028. By the time that this judgment is delivered, almost one year will have passed since Bochnig left the employ at CGIS, albeit that the past three months have been spent in the employ of Concord.

Unfortunately, not even a further one-year restraint will place CGIS in the position to forge relations to the same level as those forged by Bochnig, who, by his own admission, has by now converted some of these clients into personal friends. In further weighing the interests of the parties and accommodating the circumstances of both CGIS and Bochnig, the Court holds that a further six months would place CGIS in the position to make whatever further changes they need to make to counter the information that Bochnig had been exposed to and forge relations, whilst preventing a too onerous restraint on Bochnig who has spent so many years in the industry.

[58] Insofar as the area of the restraint is concerned, the areas within which both CGIS and Concord operate are well known and established. To limit the area to anything less would be nonsensical.

[59] This leaves the Court with the issue of costs. Both parties have asked for costs. Unlike labour matters, restraints of trade are contractual matters. Furthermore, Concord has also decided to enter the fray, seeking to protect what it viewed as its right to employ whomever it wanted and felt would be beneficial to its company and in doing so, filed its own separate affidavits. This caused CGIS, which is largely successful with its claim, to incur even more expenses. Although restraints by their very nature are complex matters, the Court intends to take the reduction in the relief granted into account when ordering costs.

[60] As a result, the following order is made:

Order

1. The forms and services provided for in the Rules of this Honourable Court are dispensed with, and this matter is disposed of in accordance with Rule 38, read with Rule 39.
2. Leave to file a fifth affidavit is granted to the Applicant.
3. The First Respondent is ordered to keep the contents of the Confidential Affidavit submitted during the proceedings confidential and to disclose the contents thereof only to his legal representatives for the purposes of taking instructions and delivering answers thereto.

4. The Confidential Affidavit will not form part of the record of these proceedings. Any copies that may have been made or printed from CourtOnline or Caselines are to be returned to the Applicant's attorneys within five court days of the conclusion of this application.

5. The First Respondent is interdicted and restrained for a period of 18 months from 3 September 2024, from:

5.1 being involved, whether directly or indirectly and in any capacity whatsoever, with the Second Respondent;

5.2 being involved, whether directly or indirectly and in any capacity whatsoever, with any business or entity that competes with the business of the Applicant;

5.3 soliciting business from any entity that was a customer or client of the Applicant as at 3 September 2024 or within the 12 months preceding it, whether for his own benefit or that of the Second Respondent or a third party, in respect of services or business similar to those provided by the Applicant, nor induce such customer or client to cease doing business with the Applicant;

5.4 engaging or attempting to engage, whether for his own benefit or that of the Second Respondent or a third party, any person or entity who, as at 3 September 2024 or within the 12 months preceding it, acted as a supplier to the Applicant, to conduct business with any entity that is conducting or intends to conduct business in competition with that of the Applicant; and within the SADC region including Namibia, eSwatini, Lesotho, Zimbabwe and Botswana.

6. The First Respondent is interdicted from utilising the Applicant's confidential information for his personal benefit or for the benefit of any entity with which he is directly or indirectly associated, including the Second Respondent or any third party.

7. The Respondents are to pay the Applicant's costs jointly and severally, the one paying the other to be absolved, on Scale B.

L. Erasmus

Acting Judge of the Labour Court of South Africa

Appearances:

For the Applicant:

Adv C de Witt

Instructed by:	Soldatos Cooper Inc. Attorneys
For the Respondents:	Adv J Marais SC, with him C Gibson
Instructed by:	Norton Rose Fullbright Attorneys

LABOUR COURT