

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO. 053301/2024

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

21-08-2025

In the matter between:

GONG LU MAINTENANCE SERVICES (PTY) LTD
(Registration no.2016/527872/07)

Applicant

And

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

1st Respondent

JOHANN METTLER N.O

2nd Respondent

DAMARIS HOLDING CC
(Registration no.2007/227931/23)

3rd Respondent

MUZIWOZWANO TRADING ENTERPRISE CC (Registration no.2011/034899/23)	4 th Respondent
YELLOW STAR TRADING 147 CC (Registration no.2000/032358/23)	5 th Respondent
CLUFF CAPITAL (PTY) LTD (Registration no.2013/083267/07)	6 th Respondent
SWAMDLA TRADING & PROJECTS CC (Registration no.2002/047026/23)	7 th Respondent
CLIFF EMPIRE (PTY) LTD (Registration no.2016/134427/07)	8 th Respondent
MOGATLADI TRADING ENTERPRISE (PTY) LTD (Registration no.2017/133757/07)	9 th Respondent
SIMSANGO BUSINESS PROJECTS (PTY) LTD (Registration no.2015/094582/07)	10 th Respondent
R A ZOO LAUNDRY & CLEANERS (PTY) LTD (Registration no.2009/014752/07)	11 th Respondent
KHABOKEDI WASTE MANAGEMENT (PTY) LTD (Registration no.2009/014752/07)	12 th Respondent
KEKGOTHETSE TRADING ENTERPRISE (PTY) LTD (Registration no.2014/066653/07)	13 th Respondent
BOTSENGKWALA HYGIENE SERVICES CC (Registration no.2009/165043/23)	14 th Respondent
ONKARABILE (PTY) LTD (Registration no.2019/001083/07)	15 th Respondent
AMBIDEX HOLDINGS (PTY) LTD (Registration no.2016/043292/07)	16 th Respondent
NDIMO HYGIENE (PTY) LTD (Registration no.2017/111383/07)	17 th Respondent

5 STAR CLEANING SERVICES (PTY) LTD (Registration no.2017/111383/07)	18 th Respondent
MOTATI GROUP (PTY) LTD (Registration no.2017/297787/07)	19 th Respondent
BOTHANE GROUP (PTY) LTD (Registration no.2023/609247/07)	20 th Respondent
MOTATI GROUP & BOTHANE GROUP JOINT VENTURE	21 st Respondent
DENZHELASHU TRADING AND PROJECTS (PTY) LTD (Registration no.2012/080974/07)	22 th Respondent
CO SETATI TRADING & PROJECTS (PTY) LTD (Registration no.2012/080974/07)	23 rd Respondent
GAGA TRADING & PROJECTS 82 (PTY) LTD (Registration no.2019/490148/07)	24 th Respondent
PREMEDITATED INITIATIVES (PTY) LTD (Registration no.2020/709262/07)	25 th Respondent
KWANTSHO ENTERPRISE (PTY) LTD (Registration no.2016/478766/07)	26 th Respondent
RUGOF (PTY) LTD	27 th Respondent
REATLEGILE CONSTRUCTION & PROJECTS CC (PTY) LTD (Registration no.2008/063563/23)	28 th Respondent
IZT BUSINESS ENTERPRISE (PTY) LTD (Registration no.2016/350529/07)	29 th Respondent
SHIMANE'S TRADING ENTERPRISE (PTY) LTD (Registration no.2008/095919/23)	30 th Respondent
BT CONGLOMERATE (PTY) LTD (Registration no.2016/043292/07)	31 st Respondent

TSHIPEMBE MZANSI PROJECTS CC (Registration no.2005/031404/23)	32 nd Respondent
ENOCH SEKGOTE (PTY) Ltd (Registration no.2022/699582/07)	33 rd Respondent
MMAMMULE TRADING ENTERPRISE (PTY) LTD (Registration no.2018/098038/07)	34 th Respondent
DIPALA PROJECTS & CIVILS	35 th Respondent
MOTHO WAKA TRADING ENTERPRISE CC (Registration no.2009/022825/23)	36 th Respondent
MS & ASSOCIATES CONSULTING ENGINEERS (PTY) LTD (Registration no.2015/313584/07)	37 th Respondent
AMANDLA (PTY) LTD (Registration no.2017/649543/07)	38 th Respondent
NOLUNATHI (PTY) LTD (Registration no.2014/285744/07)	39 th Respondent
AMANDLA & NOLUNATHI JOINT VENTURE	40 th Respondent

The matter was heard in open court and the judgment was prepared and authored by the judge whose name is reflected herein and was handed down electronically by circulation to the parties' legal representatives by email and by uploading it to the electronic file of this matter on Caselines. The date of handing-down is deemed to be 21st August 2025

JUDGMENT

KEKANA, AJ

INTRODUCTION

[1] This is a review application in which the applicant seeks to review the decision of the first respondent not to award a tender for which the applicant was recommended for appointment by the first respondent's Bid Evaluation Committee. The application is opposed by the first and second respondents only ("the respondents")

BACKGROUND

[2] On 29 September 2023, the Municipality published Tender ED02-2023/23 with tender description "Tender to appoint service provider/s for the provision of cleaning and horticultural services at main Fresh Produce Market and Marabastad Retail Market on as and when, for a period of three (3) years" ("the Tender").

[3] The applicant submitted an acceptable tender in response to the Municipality's tender invitation. On 13 December 2023, the Bid Evaluation Committee ("BEC") duly evaluated all submitted tenders and made the specific recommendation to award the Tender to the applicant as the highest-scoring tenderer. The recommendation reads as follows:

"The Bid evaluation committee, at its meeting held on 13 December 2023 resolved to recommended bidder number 35 Gong Lu Maintenance Services at an amount of R265 740.94 (items) to tender to appoint service provider/s for the provision of cleaning and related services at a main fresh produce market and Marabastad retail market as and when for a period of three (3) years.

The committee further recommends that category B be re-advertised.

All the recommendations are in accordance with the Municipality's specifications and conditions of tenderer and their tender.

That the Group Hed: Economic Development and Spatial Planning Department manages the expenditure incurred for the duration of the contract within the available approved budget."

[4] The Bid Adjudication Committee ("the BAC") decided not to make any tender award. Herein below is an extract of the minutes of the BAC meeting dated 19 December 2023:

"During the discussion of this item by the Bid Adjudication Committee on the 19 December 2023, the Committee noted the following:

- *The concerns regarding replacement of reports during the meeting.*
- *That there is no budget confirmation.*
- *That cost-benefit analysis was not done.*
- *That there is a similar tender in GPM, and enquired why the department is not utilising it.*
- *The comment from the department that the scope of work on the GPM tender does not cover operational work, that the specification only provides the labour and not the material.*
- *That it is not clear that the financial statement attached are audited.*
- *That the confirmation of budget availability was verbally confirmed.*

It was therefore agreed that the tender is not awarded, and that the department strengthen internal control measures in terms of utilising the existing tender as an aid of continuing with the service rather than committing the city to a separate contract altogether.

It was therefore resolved as set out below:

RESOLVED:

1. *That ED02-2023/24 tender to appoint service provider/s for the provision of cleaning related services at main fresh produce market and Marabastad retail market as and when for a period of three (3) years that the tender is not approved.*
2. *That the department strengthen internal control measures in terms of utilising the existing GPM tender as an aid of continuing with the service rather than committing the city to a separate contract altogether.*
3. *That the entire tender be re-advertised taking all the components into consideration.*
4. *That cost benefit assessment be done."*

[5] On 31 January 2024, the second respondent accepted the BAC's recommendation and made the final decision not to make any tender award. It is this decision that is being reviewed.

THE SPECIFIC PAJA GROUNDS OF REVIEW

[6] The PAJA grounds of review relied on by the applicant are as follows:

- “13.3 The BAC was obliged to act in accordance with the provisions of section 2(1)(f) of the PPPFA. The failure to do so amounts to a ground of review in terms of section 6(2)(b) of PAJA.*
- 13.4 The failure of the BAC to appreciate the fact that it was legally obliged to make a tender award to the highest-scoring tenderer amounts to an error of law. This materially influenced the recommendation made by the BAC, and approval thereof by the municipal manager, as contemplated in section 6(2)(d) of PAJA.*
- 13.5 The BAC took into account irrelevant considerations and failed to consider relevant considerations as contemplated in section 6(2)(e)(iv) of PAJA.*
- 13.6 The recommendation made by the BAC, and the approval thereof by the municipal manager, was not rationally connected to the purpose for which it was taken; and/or the purpose of the empowering provision; and/or the information that served before the BAC and the municipal manager and/or the reasons given for the decision by the BAC and the municipal manager as envisaged in section 6(2)(f)(ii).”*

[7] furthermore, the applicant submitted that as a result of the fact that the tender process was also in direct conflict with the peremptory provisions of section 217 of the Constitution, GLMS also relies on section 6(2)(i) of PAJA.”

LEGAL FRAMEWORK

[8] Tender processes are “administrative action” under section 1 of PAJA and must comply with the constitutional standards in section 217 of the Constitution.

[9] The grounds for judicial review under PAJA are contained in section 6, the relevant part reads as follows:

- “(2) A court or tribunal has the power to judicially review an administrative action if—
(a) the administrator who took it—

- (i) *was not authorised to do so by the empowering provision;*
 - (ii) *acted under a delegation of power which was not authorised by the empowering provision; or*
 - (iii) *was biased or reasonably suspected of bias;*
- (b) *a mandatory and material procedure or condition prescribed by an empowering provision was not complied with;*
- (c) *the action was procedurally unfair;*
- (d) *the action was materially influenced by an error of law;*
- (e) *the action was taken—*
 - (i) *for a reason not authorised by the empowering provision;*
 - (ii) *for an ulterior purpose or motive;*
 - (iii) *because irrelevant considerations were taken into account or relevant considerations were not considered;*
 - (iv) *because of the unauthorised or unwarranted dictates of another person or body;*
 - (v) *in bad faith; or*
 - (vi) *arbitrarily or capriciously;*
- (f) *the action itself—*
 - (i) *contravenes a law or is not authorised by the empowering provision; or*
 - (ii) *is not rationally connected to—*
 - (aa) *the purpose for which it was taken;*
 - (bb) *the purpose of the empowering provision;*
 - (cc) *the information before the administrator; or*
 - (dd) *the reasons given for it by the administrator;*
- (g) *the action concerned consists of a failure to take a decision;*
- (h) *the exercise of the power or the performance of the function authorised by the empowering provision, in pursuance of which the administrative action was purportedly taken, is so unreasonable that no reasonable person could have so exercised the power or performed the function; or*
- (i) *the action is otherwise unconstitutional or unlawful.”*

[10] Section 217 (1) of the Constitution reads as follows:

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

[11] In *Allpay Consolidated Investment Holdings (Pty) (Ltd) and Others v Chief Executive Officer of South African Social Security Agency and Others* 2014 (1) SA 604 (CC) the Constitutional Court set out a structured approach for courts when assessing irregularities in procurement or administrative processes under PAJA which is as follows:

The first step is to establish whether an irregularity in fact occurred. This is a question of fact; was there non-compliance with a legal or procedural requirement? If a factual irregularity is established, the next step is to legally evaluate whether that irregularity constitutes a ground of review under PAJA (failure to comply with a mandatory statutory requirement, procedural unfairness, irrationality, etc.). The court must then determine whether the irregularity is material. This involves: (a) Linking compliance (or non-compliance) with the purpose of the requirement; (b) Asking whether the deviation undermines the objects of fairness, transparency, competitiveness, and cost-effectiveness in public procurement or administration; (c) If the irregularity is immaterial i.e., it does not affect the integrity of the process or the outcome, it will not justify setting aside the decision. Only once the irregularity has been factually established, legally characterised, and found to be material to the purpose of the statutory scheme, can it be said to amount to a valid review ground under PAJA.

APPLICANT'S SUBMISSIONS

[12] The applicant submitted that the decision not to award the tender to it, despite the applicant being the highest scorer, was irrational and irregular, especially when the purported reasons for the recommendation are scrutinised.

[13] Regarding the justification that there is no budget confirmation, the applicant stated that the minutes of the BAC meeting itself undermine this issue because they later indicate that the confirmation of budget availability was provided verbally. The applicant rejects the Municipality's assertion that there is uncertainty regarding the budget on the basis that it was not substantiated. A further argument is that the Municipality was in the best possible position to make an allegation regarding the availability of the budget and substantiate it, if it were true, and that the Municipality's failure to do so was telling.

[14] The applicant further argued that it is not disputed by the Municipality that the decision to publish the Tender was preceded by first establishing the need for services and by ensuring that provision is made in the budget of the Municipality for the relevant services. The applicant contends that the decision by the Municipality to readvertise the Tender indicates that the Municipality is satisfied that it has sufficient budget for the services.

[15] Regarding the reason that a cost-benefit analysis was not done, the applicant submitted that the Municipality failed to demonstrate that a cost-benefit analysis was a requirement of the tender process. Furthermore, that even if there was a requirement on the Municipality to conduct a cost-benefit analysis, it ought to have been done prior to publication of the Tender. The applicant argued that by publishing the Tender, the Municipality already accepted that the benefit of the Tender justifies its costs and that it was completely irrational to suggest that this consideration can be made after the Tender is published and bids have been received and evaluated. The applicant contends that the Municipality's intention to readvertise the tender confirms that the Tender justifies its costs.

[16] Regarding the issue of financial statements, the applicant submitted that it is apparent from the tender document that audited financial statements only applied to tenders with a value of above R10 million and the value of the tender in question is below R10 million.

RESPONDENTS' SUBMISSIONS

[17] The respondent submitted that the decision not to award is rational and that the rationality argument was raised for the first time in the Heads of Argument. Furthermore, that, it is not a foregone conclusion that the highest scoring tenderer will be awarded the tender because there could be existence as there is in this case of other considerations which vitiate the need to award.

The replacement of reports

[18] The respondents submitted that the applicant did not take issue with the complaint raised by the BAC that there was a replacement of reports during the meeting of the BEC. The respondent contends that the applicant's failure to address this aspect should be deemed to be an acceptance that there were such irregularities pertaining to the exchange of reports during the bid evaluation stage, which in turn brings forth the question of the appropriateness of the report as provided to the BAC.

The absence of a budget confirmation

[19] The respondents submitted that the BAC duly noted that there was no actual budget confirmation except verbal instruction that there is a budget existing. The respondents contend that an actual confirmation as at the time the decision was taken must be in existence and that the say so of a municipal employee was not sufficient.

[20] The respondents deny that the decision to re-advertise the tender confirms there is a budget for it, because several issues must be resolved before the actual re-advertisement,

which means that all the concerns the BAC raised will need to be addressed before the date of the re-advertisement.

[21] The applicant's contention that the municipality was in the best possible position to make such an allegation as to the availability of the budget for the tender and substantiate it is resisted on the basis that such records would not be in existence because such a confirmation never happened.

Cost-benefit analysis absent

[22] The applicant's argument about the cost-analysis benefit is that it was not a tender requirement, and therefore, when the BAC raised it as a concern, it did so for an improper reason or an invalid reason. The respondent argued that the BAC did not raise it as a concern on the basis that it was part of the tender process but that it was raised as part of checks and balances. Furthermore, that since the cost-benefit analysis was not done and it was unclear whether the municipality was receiving value for money. This, the respondent argues, became a relevant consideration even though it was not part of the tender requirements.

[23] The respondent further submitted that a cost-benefit analysis will serve as a relevant consideration in the future when this tender is adjudicated and therefore, the need to re-advertise also presupposes that this exercise will be undertaken before tenders are called.

Interim Use of Damaris (Pty) Ltd

[24] Regarding the interim use of Damaris Pty Ltd, the respondents submitted that the applicant did not raise this as a ground of review. The respondents admit that the municipality is utilizing the services of an existing service provider who provides similar services to other infrastructure of the municipality in the interim but argue that this cannot be used to support the contention that the applicant ought to be appointed.

RESPONDENTS' FURTHER SUBMISSIONS ON PAJA GROUNDS OF REVIEW

[25] The respondents submitted that the BAC did not fail to appreciate the import of Section 2(1)(f) of the PPPFA and that the section will only be applicable where there are no problems with the tender itself. According to the respondent, that is not the case with the tender under review, as the BAC raised several valid concerns regarding the propriety of the award. The respondents submitted that Section 6(2)(d) of PAJA does not arise because the preconditions were not complied with. The respondents contend that the considerations of the BAC cannot be said to be irrelevant when Section 6(2)(e)(iii) of PAJA is considered.

ANALYSIS

[26] The irregularities relied upon by the applicant concern the reasons advanced by the respondents for their decision not to award the tender. It is a well-established principle of administrative law that judicial scrutiny of administrative action focuses primarily on the fairness and lawfulness of the process, rather than on the substantive correctness of the outcome (see *AllPay Consolidated Investment Holdings (Pty) Ltd v CEO of SASSA* 2014 (1) SA 604 (CC) at para 27).

[27] It is undisputed that the BEC duly evaluated the bids and recommended the appointment of the applicant as the successful tenderer. Despite this, the BAC, after considering the BEC's report, elected not to award the tender. That decision was subsequently endorsed by the Municipal Manager.

[28] The respondents have since sought to justify this decision by reference to several grounds, including the alleged absence of a written budget confirmation and a cost-benefit analysis. These purported justifications fall to be carefully scrutinised against the requirements of the Constitution and PAJA, as they represent the process-based reasons relied upon to depart from the BEC's recommendation.

Replacement of reports

[29] A further issue raised by the BAC was the alleged replacement of reports during the meeting of the BEC. This allegation was not substantiated in any meaningful way. Principles of fairness and transparency demand that, where a decision-maker relies on alleged deficiencies in the evaluation process to justify, in this case departing from the BEC's recommendation, such deficiencies must be clearly identified and disclosed.

[30] In the absence of the relevant information regarding the alleged replacement of reports, the Court is unable to determine whether the respondents were justified in invoking this ground. It is not sufficient for the respondents to rely on a general statement when making a decision that adversely affects the rights of the applicant.

[31] This is particularly important given that the BEC had recommended the applicant's appointment. To displace such a recommendation on the basis of vague or unexplained allegations undermines both fairness and accountability in procurement processes, contrary to the principles entrenched in section 217 of the Constitution and the review grounds under PAJA.

Absence of a written budget confirmation

[32] The respondents rely on the absence of a written budget confirmation as justification for cancelling the tender. It is undisputed that the applicant complied with the tender requirements,

and equally undisputed that a verbal confirmation of funds was given at the time of evaluation. The factual question, therefore, is whether the absence of a written confirmation amounted to non-compliance with a material requirement.

[33] In *Allpay Consolidated Investment Holdings (Pty) Ltd v CEO of SASSA* 2014 (1) SA 604 (CC) at paras 28–30, the Constitutional Court held that an irregularity must first be factually established and then legally evaluated to determine whether it amounts to a reviewable irregularity under PAJA. The Court emphasised that the purpose of the requirement must be considered in evaluating compliance.

[34] The purpose of requiring budget confirmation is to ensure that funds are available before awarding a tender, thereby protecting the Municipality from contractual obligations it cannot fulfil. In this case, that purpose was met by the verbal assurance of funding. To insist on a written confirmation when the substance of the requirement (availability of funds) was achieved is to adopt an unduly formalistic approach that is inconsistent with the purposive reasoning endorsed in *Allpay* (*supra*).

[35] The Constitutional Court in *Allpay* (*supra* at para 30) held that not every deviation from a legal requirement is material. Materiality depends on whether the purpose of the requirement was frustrated. Here, the purpose, which is the assurance of financial capacity was fulfilled.

[36] This approach finds resonance in other judgments, e.g. *Millennium Waste Management (Pty) Ltd v Chairperson, Tender Board: Limpopo Province* 2008 (2) SA 481 (SCA) and *Logbro Properties CC v Bedderson* NO 2003 (2) SA 460 (SCA); and *Steenkamp NO v Provincial Tender Board, Eastern Cape* 2007 (3) SA 121 (CC):

[37] On the facts, the absence of a written document, where verbal confirmation existed, did not compromise fairness, transparency, or cost-effectiveness. It neither distorted the evaluation process nor created risk that the Municipality would act without funds.

[38] The irregularity, if it existed, was immaterial in relation to the purpose of the requirement. The respondents' reliance on the absence of a written budget confirmation cannot withstand scrutiny under PAJA. It represents an elevation of form over substance, contrary to the principles articulated in *Allpay*, *Millennium Waste*, *Logbro*, and *Steenkamp*. Consequently, this ground cannot justify the non-award of the tender.

No cost-benefit analysis

[39] The respondents contend that the tender could not be awarded because no cost-benefit analysis was conducted. It is, however, common cause that a cost-benefit analysis was not required by the bid invitation or by the prescribed evaluation criteria. The reliance on its absence is therefore not

a matter of non-compliance with a binding requirement, but the introduction of an extra-statutory factor at the adjudication stage.

[40] While the BAC factually relied on the absence of a cost-benefit analysis, that reliance cannot lawfully justify the cancellation of the tender. Since no such requirement formed part of the bid criteria, reliance on its absence amounted to the taking into account of an irrelevant consideration, a ground of review under section 6(2)(e)(iii) of PAJA.

[41] As the case of AllPay makes it clear, materiality is determined by linking the deviation to the purpose of the requirement. The constitutional procurement principles in section 217 of the Constitution demand fairness, transparency, competitiveness and cost-effectiveness. These objectives are achieved by adherence to the published evaluation criteria, not by reliance on undisclosed internal tools.

[42] The Supreme Court of Appeal has repeatedly warned against such conduct. See *Millennium Waste Management (Pty) Ltd v Chairperson, Tender Board: Limpopo Province* 2008 (2) SA 481 (SCA), see also *Logbro Properties CC v Bedderson NO* 2003 (2) SA 460 (SCA).

[43] By invoking the absence of a cost-benefit analysis, an internal, undisclosed tool, the BAC not only strayed from the prescribed bid criteria, but also undermined the transparency and fairness of the process.

[44] Applying the AllPay test, the reliance on the absence of a cost-benefit analysis cannot withstand scrutiny: Factually, there was no irregularity since such an analysis was not required; Legally, reliance on its absence amounted to the consideration of an irrelevant factor; Materially, the reliance frustrated the purpose of section 217 of the Constitution by undermining transparency, fairness, and competitiveness.

REMEDY

[45] Section 8(1) of PAJA empowers a court in review proceedings to grant any order that is just and equitable. The Constitutional Court in AllPay confirmed that, once an irregularity is found, the general rule is that the unlawful administrative action must be reviewed and set aside.

[46] In the present case, the decision of the BAC, confirmed by the Municipal Manager, was based on irrelevant considerations and a failure to act fairly and transparently. The decision accordingly falls to be reviewed and set aside under section 6 of PAJA.

[47] The question then is whether the Court should substitute the decision or remit the matter for reconsideration. In *Trencon Construction (Pty) Ltd v IDC* 2015 (5) SA 245 (CC) at paragraph 94 the Constitutional Court made it clear that substitution is exceptional, and that ordinarily the matter must be remitted to the administrator for reconsideration, unless the circumstances justify

otherwise (for example, where the outcome is a foregone conclusion or where remittal would cause undue delay and prejudice).

[48] In the present matter, although the BEC recommended the applicant as the successful bidder, the BAC remains the statutory decision-maker under the procurement framework. It is therefore appropriate that the BAC, properly directed by the findings of this Court, should reconsider the tender in a manner that is lawful, fair, rational and consistent with section 217 of the Constitution.

CONCLUSION

[49] Consistent with the matter of AllPay, the BAC's conduct was irrational, unlawful, and amounts to a reviewable administrative action under PAJA. The just and equitable remedy is accordingly that the decision of the BAC and the Municipal Manager not to award the tender be reviewed and set aside; and that the matter be remitted to the BAC for reconsideration in accordance with this Court's findings and the requirements of PAJA.

In the result I make the following order:

1. The decision of the first respondent to make no tender award in respect of ED02-2023/24 for the appointment of service providers for the provision of cleaning and related services at Main Fresh Produce Market and Marabastad Retail Market ("the tender") for a period of three years, is reviewed and set aside;
2. The tender is remitted to the first respondent for reconsideration;
3. The first and second respondents, jointly and severally to pay the costs on a party and party scale, including costs of two counsel.



P D KEKANA
ACTING JUDGE OF THE HIGH COURT

DATE OF HEARING: 19th February 2025

DATE OF JUDGMENT: 21st August 2025

APPEARANCES

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