



THE LABOUR COURT OF SOUTH AFRICA, POLOKWANE

Not Reportable
Case No: JR443/18

In the matter between:

SEHWANA, MATEBETA ABRAM

1st Applicant

RATSOMA, ANN

2nd Applicant

LEGODI, JACK

3rd Applicant

LEGWADI, LUCAS

4th Applicant

LEGWADI, MARIA

5th Applicant

MABOTJA, COLLINS

6th Applicant

MANGANYI, BERNARD

7th Applicant

MOKWENA, MOSES

8th Applicant

MOTHAPO, MOSES

9th Applicant

MOTHAPO, CHRISTINA	10th Applicant
MANOKO, RETHABILE	11th Applicant
MOTHAPO, SARAH	12th Applicant
MADUBANYA, MARIA	13th Applicant
MOKWENA, VELMINAH	14th Applicant
LETSOALO, MAGDELINE	15th Applicant
MOLEPO, ELSI	16th Applicant
MABITSELA, FRANK	17th Applicant
CHWEU, HELLEN	18th Applicant
KGASAGO, CHUENI	19th Applicant
BALOYI, ELIZABETH	20th Applicant
LEKALA, BENNY	21st Applicant
RAMOROKA, ISAAC	22nd Applicant
SELEPE, SILVER	23rd Applicant
MAFOIKA, CRAUSE	24th Applicant
MPHELA, KENNETH	25th Applicant

MATLOU, PAULINA

26th Applicant

RAMMALA, VINCENT

27th Applicant

MAHUMA, TITUS

28th Applicant

MABOTJA, BERNARD

29th Applicant

and

MERIBRITE (PTY) LTD (BENDOR ENGEN)

Respondent

Heard: 25 and 26 August 2025

Delivered: 28 August 2025 (In Court)

JUDGMENT

MAKHURA, J

[1] The trial in this matter proceeded unopposed after the respondent failed to appear on 25 and 26 August 2025. The Court was satisfied that the respondent was properly served with the notice of set down on 30 June 2025. In addition, the Registrar issued and served two directives on both parties on 31 July 2025 and 11 August 2025, respectively. These directives have both reminded the parties that the trial was scheduled for 25 August 2025.

[2] This is a claim in terms of section 191(5)(b)(iii) read with section 191(11) of the Labour Relations Act¹ (LRA). The facts of the matter appear from the statement of claim and the evidence of the applicants' sole witness, Abram Sehwana (Sehwana).

[3] Sehwana was employed as a supervisor. He testified that on 12 April 2017, the plaintiffs reported for duty for their 6h00 shift as normal. At approximately 8h00, one Lola², the respondent's Administration Manager informed them that there was a protest action and that the protesters were moving towards the direction of their workplace. Sehwana then approached management, Elsie Roelofs (the General Manager), and Sambie Potgieter, to raise and discuss the issue. Management then directed the applicants to remove their uniforms due to concerns about the protesters. The applicants removed their uniforms. Shortly thereafter, some of the customers alerted the applicants to the situation and that the protesters were moving towards the respondent's direction.

[4] This promoted a further meeting between management and the applicants. Management asked the applicants to gather at the assembly area. Roelofs, Potgieter, and Lola were in attendance. After discussing the issue, the parties agreed that due to the protest action, the respondent would close the premises, the applicants would knock off and return to work the following day, 13 April 2017. The parties also agreed that the applicants would not be paid their wages for the day. In accordance with the agreement, the applicants knocked off and went home.

[5] On 13 April 2017, the applicants reported for duty. However, they found that the respondent had locked them out. When they enquired, Roelofs and Potgieter informed them that they were dismissed for participating in an unprotected strike on 12 April 2017. The applicants were dismissed without disciplinary hearing. Their dismissal was communicated verbally on the spot, rather than after a disciplinary hearing on 26 April 2017, as the respondent had claimed in its statement of response.

¹ Act 66 of 1995, as amended.

² Sehwana testified that he did not know Lola's surname.

[6] The applicants seek an order declaring their dismissal substantively and procedurally unfair, along with reinstatement or compensation. Sehwana's evidence was that, based on the way they were dismissed and what happened afterward, he believes that the trust relationship has been negatively affected.

[7] Having considered the applicants' case, their dismissal is found to be procedurally and substantively unfair. In the applicants' own version, the circumstances around their dismissal are such that a continued employment relationship would be intolerable.³ In the circumstances, the appropriate remedy would be compensation.

[8] In terms of section 194 of the LRA, the Court should award a just and equitable remedy of no more than 12 months. Having considered the way the applicants were dismissed, without any allegations of misconduct or a hearing, and in the absence of any evidence to suggest otherwise, I see no reason to deprive the applicants of maximum compensation. Accordingly, it would be just and equitable for the applicants to be awarded maximum compensation, calculated at their monthly rate at the time of their dismissal. The details of their earnings appear in the pre-trial minute addendum served on the respondent, which forms part of the trial bundle.

[9] In the premises, the following order is made:

Order

1. The applicants' dismissal is declared procedurally and substantively unfair.
2. The respondent is ordered, within 15 court days of this judgment and order, to pay each of the applicants 12 months' compensation, as follows:
 - 2.1. Sehwana, Matebeta Abram = R79 888.00 (R6657.34 x 12)
 - 2.2. Ratsoma, Ann = R77 262.96 (R6438.58 x 12)

³ Section 193(2)(b) of the LRA.

- 2.3. Legodi, Jack = R66 066.00 (R5505.5 x 12)
- 2.4. Legwadi, Lucas = R66 066.00 (R5505.5 x 12)
- 2.5. Legwadi, Maria = R48 240.00 (R4020.00 x 12)
- 2.6. Mabotja, Collins = R69 672.00 (R5806.00 x 12)
- 2.7. Manganyi, Bernard = R69 672.00 (R5806.00 x 12)
- 2.8. Mokwena, Moses = R69 672.00 (R5806.00 x 12)
- 2.9. Mothapo, Moses = R77 262.96 (R6438.58 x 12)
- 2.10. Mothapo, Christina = R77 978.64 (R6498.22 x 12)
- 2.11. Manoko, Rethabile = R43 200.00 (R3600.00 x 12)
- 2.12. Mothapo, Sarah = R48 240.00 (R4020.00 x 12)
- 2.13. Madubanya, Maria = R48 240.00 (R4020.00 x 12)
- 2.14. Mokwena, Velminah = R43 200.00 (R3600.00 x 12)
- 2.15. Letsoalo, Magdeline = R43 200.00 (R3600.00 x 12)
- 2.16. Molepo, Elsi = R43 200.00 (R3600.00 x 12)
- 2.17. Mabitsela, Frank = R43 200.00 (R3600.00 x 12)
- 2.18. Chweu, Hellen = R66 317.28 (R5526.44 x 12)
- 2.19. Kgasago, Chueni = R50 160.00 (R4180.00 x 12)
- 2.20. Baloyi, Elizabeth = R48 240.00 (R4020.00 x 12)
- 2.21. Lekala, Benny = R78 672.00 (R6556.00 x 12)
- 2.22. Ramoroka, Isaac = R50 160.00 (R4180.00 x 12)
- 2.23. Selepe, Silver = R66 317.28 (R5526.44 x 12)
- 2.24. Mafoika, Crause = R84 684.00 (R7057.00 x 12)
- 2.25. Mphela, Kenneth = R65 946.00 (R5495.50 x 12)
- 2.26. Matlou, Paulina = R75 778.56 (R6314.88 x 12)
- 2.27. Rammala, Vincent = R43 200.00 (R3600.00 x 12)
- 2.28. Mahuma, Titus = R69 672.00 (R5806.00 x 12)
- 2.29. Mabotja, Bernard = R69 600.00 (5800.00 x 12)
3. The respondent is ordered to pay the costs of the application.

M. Makhura

Judge of the Labour Court of South Africa

Appearances:

For the Applicants: Mr M. Mashao of Mashao Attorneys

For the Respondent: No Appearance

LABOUR COURT