

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

(1)	REPORTABLE: YES / NO
(2)	OF INTEREST TO OTHER JUDGES: YES/NO
(3)	REVISED:
 SIGNATURE	
28/10/2025 DATE	

CASE NUMBER: 2025-167943

In the matter between:

REDHEADS TMS TURBOMACHINEN SERVICE SA (PTY) LIMITED

Applicant

and

MOOKETSE, PM

First Respondent

ZWANE, S

Second Respondent

**PNDEE BRAND MANAGEMENT POWERHOUSE
(PTY) LIMITED**

Third Respondent

Heard: 07 October 2025

Delivered: 28 October 2025

J U D G M E N T

YACOOB, J:

[1] The applicant ("Redheads") is an engineering services provider which specialises in servicing and maintaining turbines and generators in power stations. It is one of five service providers contracted to provide maintenance and emergency repairs at four of Eskom's power stations.

[2] Ms Mooketse, the first respondent, is a non-executive director of Redheads. She had also been a consultant to Redheads, a function she continued to fulfil after becoming a director. She invoiced Redheads for services rendered as a consultant through the third respondent, and is its sole director. Ms Mooketse has been a director of Redheads since 14 March 2024.

[3] Ms Mooketse requested support from Redheads for another, unrelated project, for which she needed capital of R5 million, and this support was declined in June 2025, after she invoiced for the amount. The relationship then soured.

[4] According to Mr Rust, the deponent to the founding affidavit, Ms Mooketse attempted in a meeting to pressure Redheads into making the R5 million payment by threatening to tell Eskom's engineering arm, Rotek Industries, that Redheads did not have the available cash required in terms of its service agreement with Rotek. Mr Rust contends that this allegation is in any event untrue. Ms Mooketse then issued another invoice for almost R5 million rand, for a "consulting retainer" which Redheads did not agree to.

[5] Ms Mooketse was then summoned to a meeting on 21 August 2025, at which she was informed that Redheads had lost confidence in her and she was requested to resign. A draft resignation letter and non-disclosure agreement were provided to her, and she was first given five days, and then until 28 August to sign them.

[6] On 27 August, Mr Zwane, the second respondent, entered the picture. He telephoned Mr Rust, and told him that Ms Mooketse had instructed him to discuss her exit from Redheads with Mr Rust. On the same day, Ms Mooketse emailed Mr Rust, requesting a meeting within ten days to discuss issues listed in a letter, and attaching an invoice which she required to be paid within seven days of the email. The invoice

was for an amount of R9 434 372, for items disputed by Redheads, including the use of Ms Mooketse's image on the company web-page, which contained pictures of the Board. That email was also forwarded to Mr Zwane. In the letter, Ms Mooketse stated that the payment of the invoice was non-negotiable, and made certain accusations about Redheads, including that there was institutional racism.

[7] Mr Zwane then, on 28 August 2025, sent Mr Rust a WhatsApp message stating that Ms Mooketse had prepared a 25 dossier detailing her concerns, and that these concerns "may constitute criminal conduct warranting immediate and public investigation by the relevant authorities". Mr Zwane went on that even mentioning these "concerns" without proving them, would harm Redheads's reputation. He then stated that "they" (Ms Mooketse and Mr Zwane) had options, either to put the contents of the dossier on oath, or to engage with Mr Rust to "safeguard" Ms Mooketse's reputation and Redheads's commercial interest. He also stated that they would be entitled to approach Redheads's clients "to suspend all engagements pending a formal enquiry". Mr Zwane further stated that the message was not a threat but a "sober reflection of the legal and reputational exposure at stake". The Whatsapp does not end there but that is sufficient for purposes of this judgment.

[8] It is perfectly clear on any basis that the WhatsApp message was intended as a threat and that it was intended to persuade Redheads to pay Ms Mooketse the amounts she saw herself as entitled to in order to terminate the relationship.

[9] Redheads then requested a copy of the 25 page dossier referred to, and it was not provided. Ms Mooketse's response to the request was that the request was premature, and that if she were to disclose the information contained in it, that may also damage her own reputation. She also stated that she would not share it outside

of Redheads "unless it is necessary if criminality is not cleared". It is not clear what is meant by criminality being cleared. She then referred to section 34 of the Prevention and Combatting of Corrupt Activities Act, 12 of 2004, which imposes a duty to report corrupt transactions. Redheads denies participation in any corrupt transactions. In her email, Ms Mooketse states that, in her view, the payment she requires is a separate issue from the information that she possesses, and she requires payment regardless of whether she signs the non-disclosure agreement.

[10] A meeting of the Board was then held on 5 September 2025, at which Ms Mooketse stated that when she told Mr Zwane her concerns, he identified four incriminating points, but when Ms Mooketse was asked to identify these points, she was unable to do so, both because she was still "arguing" about them with Mr Zwane, and also Mr Zwane had told her she may incriminate herself if she mentions them.

[11] Ms Mooketse did not produce the dossier at the meeting, despite having been requested to. She stated that it was her "personal reflection of her path with Redheads" and she was unwilling to share it.

[12] Ms Mooketse also requested payment of two of the invoices she had submitted, clarifying that the second one replaced the first, and was not in addition to the first.

[13] There were further engagements, and further demands for payment, after which Redheads instituted this application, which was issued on 16 September 2025 and served on 18 September 2025. Redheads seeks, in its notice of motion, to compel the delivery of the dossier, and urgent interdictory relief pending Part B, in which Redheads seeks a final interdict.

[14] The interdictory relief sought is to restrain the disclosure of the contents of the dossier, save to relevant authorities if it contains evidence of criminal conduct, to interdict the respondents from disseminating injurious falsehoods about Redheads, to interdict the respondents from contacting Redheads's clients and suggesting that they suspend engagement with Redheads, and interdicting the respondents from any extortionate conduct aimed at obtaining payment of the two disputed invoices.

[15] Ms Mooketse and the third respondent oppose this application, and Mr Zwane does not participate. In her affidavit, Ms Mooketse claims that the application is intended to silence her as a whistleblower and prevent the disclosure of "serious corporate malfeasance", and to enable Redheads to evade its contractual obligations to her. She denies that she attempts to extort Redheads, and casts the dispute as a simple commercial claim. She characterises the "dossier" as a "contemporaneous record of her fulfilment of her fiduciary duties". She claims that the application is unlawful as it contravenes the Protected Disclosures Act, 26 of 2000, by attempting to silence a whistleblower.

[16] Ms Mooketse contends that the matter is not urgent and that there is an alternative remedy, of laying a charge for extortion with the police. It is clear to me that the matter is urgent, and that criminal charges are not an alternative remedy but an additional remedy.

[17] Ms Mooketse states in her affidavit that both the first and second invoices are retracted, and the only remaining invoice is the third one. However, it is not the function of this court to determine whether she is entitled to payment of that invoice.

[18] Ms Mooketse annexes the 25 page "dossier" to the answering affidavit, and states that both her resignation and the non-disclosure agreement were signed and

filed with Redheads on 18 September 2025. She seeks that the application be dismissed because Redheads approaches the court with unclean hands. However, she does not disclose any basis for such a finding. Certain allegations are made in the answering affidavit, most of which are sufficiently refuted in the replying affidavit for me to find that, on a balance of probabilities, Redheads does not approach the court with unclean hands. Even if there were issues that needed to be reported to the authorities or otherwise investigated, this does not result in a conclusion that Redheads is seeking to prevent proper investigation, since Redheads does not seek to prevent the disclosure of the dossier to relevant authorities.

[19] There is also no evidence that Ms Mooketse has acted in any way as a "whistleblower" or that she has attempted to report any corrupt activities. Her claims of having an obligation under the Prevention and Combatting of Corrupt Activities Act, 12 of 2004, or to protection under the Protected Disclosures Act, 26 of 2000, do not, on the evidence before me at this point, have any merit.

[20] The relief sought by Redheads in the notice of motion does not restrict the reporting of concerns to authorities – it seeks to restrict the use of those "concerns" as a means to influence Redheads's relationships with its contracting partners, and as a means to damage Redheads's reputation *without* having had investigation or any proper findings by relevant authorities. The contention that this is a restriction of Ms Mooketse's freedom of speech right has no merit, as no right is untrammelled, and there is no right to cause harm by means of speech. The fact that the speech may not be hate speech does not mean it has absolute protection.

[21] Ms Mooketse does not deny that Mr Zwane contacted Mr Rust on her behalf, nor does she distance herself from Mr Zwane's messages. She simply seeks to give them a more acceptable gloss, which is unconvincing.

[22] Redheads states in reply that it is doubtful that the dossier now annexed to the answering affidavit is in fact the dossier referred to by Mr Zwane, as it is not consistent with certain of Mr Zwane's claims. At the hearing of the matter, Redheads was asked to consider what relief would be appropriate in the context that the dossier apparently now has been disclosed, and Redheads now has knowledge of the issues that Mr Zwane apparently was threatening to expose, all of which Redheads has been able to refute satisfactorily in the replying affidavit, save in my view for the allegations of institutional racism. I pause to state that I make no finding regarding whether there is institutional racism or evidence of institutional racism in Redheads, but simply that there are allegations by Ms Mooketsi that she has experienced and has knowledge of issues indicating institutional racism, and that Redheads has not, on these papers, been able to properly refute those allegations.

[23] The response of counsel for the first and third respondents to Redheads's more limited suggested relief was that Redheads was now impermissibly seeking to make out a different case. This is not so. It is common in urgent applications for the relief to evolve as facts emerge and issues are crystallised. As long as the relief is supported by the papers, Redheads is entitled to ask for it and a court is entitled to grant it. In any event, I gave respondent's counsel sufficient opportunity to make further submissions on the relief, an opportunity which was competently made use of.

[24] Redheads now seeks the following substantive relief, all of which is interim, pending Part B of the application, interdicting and restraining the respondents from:

- (a) disclosing the contents of the "dossier", to the extent that it deals with allegations about four specific issues identified in the dossier;
- (b) disseminating "injurious falsehoods" about the four identified issues, or in respect of allegations of specific racism by Redheads;
- (c) carrying out the threats in Mr Zwane's WhatsApp and email, to call on Redheads's clients to suspend engagement with Redheads, and
- (d) any conduct which constitutes extortion to obtain payment of the two invoices.

[25] The remainder of the relief deals with supplementation of papers and costs.

[26] In Part B of the application, in the notice of motion as currently formulated, Redheads seek final interdicts, with the proviso that the contents of the dossier may be disclosed to proper authorities.

[27] It is clear to me that Redheads has established threat to a right worthy of protection, that is, its reputation and ability to do lawful business. The communications from Mr Zwane, which it is common cause are on Ms Mooketse's behalf, are a clear threat, from which Ms Mooketse does not distance herself.

[28] There is no prejudice to the respondents if they are interdicted from making false, unsubstantiated statements about Redheads, and the prejudice to Redheads is manifest.

[29] Any harm that results from such actions will not be reparable by either a damages claim or a criminal complaint. There therefore no alternative effective remedy.

[30] I am satisfied that Redheads has established that it is entitled to some relief. The formulation of that relief is a matter of some difficulty to me. There is no basis to make an order preventing Ms Mooketse from disclosing publicly her perceptions or experiences of systemic racism. Whether falseness or verity of these can be objectively determined is a question that cannot now be answered. Similarly an order interdicting *any* disclosure of the allegations is not appropriate, as nobody must be prevented from making reports, properly substantiated, to any relevant authority.

[31] In addition, Ms Mooketse has confirmed on oath that the only remaining invoice for which she seeks payment is the third invoice, dated 27 August 2025. There is no need to mention the second invoice in an order. On reflection, there is no need to mention any particular invoice in the order, as an interdict of any attempt to extort payment is both sufficient and appropriate.

[32] Subject to those provisos, in my view an order is appropriate.

[33] As far as costs are concerned, the fact that the relief has been made more specific does not redound to Ms Mooketse's advantage, as the relief sought may well have been different had she disclosed the dossier when she was first requested to.

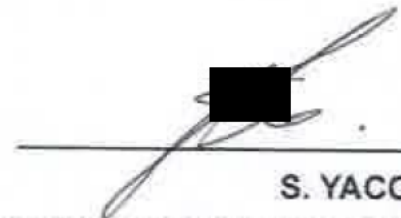
[34] Redheads asks that costs against the second respondent be reserved. However, the costs of part A against the second respondent are negligible, and in any event, the second respondent acted on the first respondent's behalf. It is appropriate that the first and third respondents bear the costs of Part A.

[35] For these reasons, I make the following order:

(a) Part A of the application is enrolled as urgent.

- (b) Pending the determination of Part B of this application the first, second and third respondents are interdicted and restrained from:
- i. disclosing to anyone other than the relevant authorities the contents of annexure PM7 to the answering affidavit;
 - ii. disseminating injurious falsehoods about the applicant in respect of any of the subject matter contained in annexure PM7 to the answering affidavit;
 - iii. disseminating any injurious falsehoods, or making unsubstantiated assertions or unsubstantiated statements of opinion regarding the existence of institutional racism within the applicant;
 - iv. calling on any of the applicant's clients to suspend engagements with the applicant, as threatened in the second respondent's communications of 28 August 2025, and
 - v. perpetrating any conduct which constitutes extortion, to obtain payment of any amount from the applicant.
- (c) The applicant may supplement its founding papers for purposes of Part B within 15 days of this order.
- (d) The first and third respondents may supplement their answering papers within 15 days of delivery of the applicant's supplementary papers.
- (e) The second respondent may file an answering affidavit within 15 days of the delivery of the applicant's supplementary papers.

- (f) The applicant may supplement its replying affidavit within 10 days of the delivery of supplementary answering affidavits, or, in the case of the second respondent, an answering affidavit.
- (g) The first and third respondents are to pay the applicant's costs of part A, including costs of two counsel, on Scale C.



S. YACOOB
JUDGE OF THE HIGH COURT
GAUTENG DIVISION, JOHANNESBURG

Delivered: This judgment was prepared and authored by the Judge whose name is reflected and is handed down electronically by circulation to the Parties/their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines. The date for hand-down is deemed to be 28 October 2025.

APPEARANCES

For the applicant:	A Kemack SC and E Mosito
Instructed by:	WerthSchröder Inc
For the respondent:	T Mathopo
Instructed by:	Malongete Attorneys Inc