

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG

Case Number: 183698-2025

(1)	REPORTABLE: YES / ☒ NO
(2)	OF INTEREST TO OTHER JUDGES: YES / ☒ NO
(3)	REVISED: YES / ☒ NO
21 NOVEMBER 2025	
DATE	SIGNATURE

In the matter between:

UMVELO RISK MANAGEMENT (PTY) LTD

Applicant

and

BEATRICE KEITUMETSI SEBOGODI & OTHERS

First Respondent

JUDGMENT

FURMAN AJ

Introduction

[1] This is an urgent application to enforce a restraint of trade against the first to third respondents, former employees of the applicant and now associated with the

fourth respondent. The notice of motion is framed as a rule nisi calling upon the respondents to show cause why a final interdict should not be granted.

- [2] Crucially, the applicant does not seek that any portion of the order operate as interim relief pending the return date. No interim relief is sought.
- [3] When this was raised in argument, counsel for the applicant confirmed that the relief sought is final in nature and must be adjudicated on the papers as they stand.

CHARACTERISATION OF RELIEF

- [4] A rule nisi ordinarily grants interim relief pending the return date when the order may be confirmed or discharged.¹ Where no interim operation is sought, a rule nisi serves no preservatory purpose, and the court is required to determine final relief.²
- [5] The applicant therefore bears the onus of establishing, on a balance of probabilities, the requirements for a final interdict.³
- [6] Where material disputes of fact arise, they must be determined applying the rule in *Plascon-Evans*, favouring the respondents' version unless demonstrably false or untenable.⁴

PROTECTABLE INTEREST

- [7] The applicant alleges a confidential "methodology" for identifying viable debt collection matters placed in the open market. However, no detail of this methodology is provided. No documents, software, algorithms, databases, or workflows are identified.

¹ *National Gambling Board v Premier of KwaZulu-Natal* 2002 (2) SA 715 (CC)

² *Rawlins & Another v Caravantruck (Pty) Ltd* 1993 (1) SA 537 (A)

³ *Setlogelo v Setlogelo* 1914 AD 221

⁴ *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A)

- [8] Bare assertions that a business process is “unique” or “confidential” do not establish a trade secret.⁵ Confidential information must be identified with sufficient particularity to distinguish it from general industry knowledge.⁶
- [9] The applicant provides an example involving approximately 23 000 matters allegedly placed into the industry by Absa Bank for collection, asserting that it has developed a proprietary process to identify matters that are viable. According to the applicant the process it employs to sort through the matters and to determine which are viable, is unique to the applicant. Yet no explanation is given as to the nature of this process, how it operates, who has access to it, or how the respondents could replicate it at their new employer.
- [10] I raised this in argument and counsel for the applicant was unable to provide any further facts before the court to explain what the process is or even what it entails.
- [11] The respondents deny exposure to any such methodology and state that they performed basic call-centre functions with access only to call lists. They held no managerial roles, strategic responsibilities, or special system access rights.
- [12] The respondents deny that they received any specialized training, but for shadowing senior employees of the applicant for 2 to 3 days at the commencement of their employment.
- [13] On the respondents’ version, which applies for purposes of final relief, the applicant has failed to establish the existence of confidential information requiring protection.
- [14] The applicant advances no case based on customer connections. No clients are identified, no loss of mandates is shown, and no solicitation is demonstrated.⁷

INJURY

⁵ *Aranda Textile Mills (Pty) Ltd v Hurn and Another* 2000 (4) SA 315 (T)

⁶ *Experian SA (Pty) Ltd v Haynes & Another* 2013 (1) SA 135 (GSJ)

⁷ *Rawlins*, supra

- [15] The applicant places no evidence before the court of diverted mandates, loss of clients, reduced revenue, or actual use of proprietary information. A restraint cannot be justified merely because former employees joined a competitor.⁸
- [16] The applicant contends damages are difficult to quantify, yet provides no evidence of turnover prior to resignation, performance metrics of the respondents during employment, or any comparative loss since their departure. Damages remain an available alternative remedy.⁹

URGENCY

- [17] The respondents abandoned their challenge regarding the urgency of the matter. Given the applicants pivot from seeking interim relief to seeking final relief, I deem the matter to be urgent and have dealt with same as such. The applicant's Notice of Motion couched in the form of seeking interim relief, without seeking an interdict in respect of any protectable interests on an interim basis, would most certainly have brought the question of urgency into question. If relief were to be granted per the Notice of Motion, the respondents would be able to continue their employment with the 4th respondent pending the return date, nullifying any urgency.

COSTS

- [18] Ordinarily, costs would follow the result. However, the conduct of the respondents is not without reproach. Each respondent voluntarily concluded an agreement containing a restraint and failed to serve their notice periods. The second respondent's contention that the agreement is unenforceable because she was required to sign it on short notice is rejected. No duress is alleged, and the agreement stands.
- [19] As such, awarding costs in favour of the respondents would improperly reward contractual non-compliance. In the circumstances, justice is best served by no order as to costs.

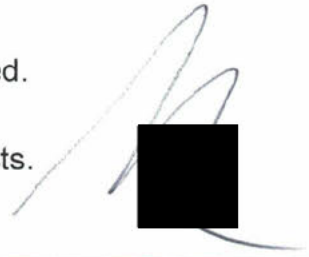
⁸ *Reddy v Siemens Telecommunications (Pty) Ltd* 2007 (2) SA 486 (SCA)

⁹ *Den Braven SA (Pty) Ltd v Pillay & Others* 2008 (6) SA 229 (D)

ORDER

[20] The following order is granted:

1. The application is urgent.
2. The application is dismissed.
3. There is no order as to costs.

A handwritten signature in blue ink, appearing to be 'Furman', is written over a black rectangular redaction box. The signature is fluid and cursive.

FURMAN AJ
ACTING JUDGE OF THE HIGH COURT
JOHANNESBURG

For the Applicant:

Adv M A LENNOX instructed by
Thompson Attorneys

For the Respondent:

T Z Tshabalala

O M Ntsie

S Keka