(1) Reportable: NO
(2) Of interest to other Judges: Yes/No
(3) Revised

Signature Date

THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Case No: 2025-217468

In the matter between:

NUVEST CHEMICALS (PTY) LTD **Applicant**

and

CHARISCA MEYER **First Respondent**

TRANSMARE CHEMIE SOUTH AFRICA (PTY) LTD **Second Respondent**

Heard: **10 December 2025**

Delivered: **22 January 2026**

This judgment was handed down electronically by circulation to the parties' representatives by email. The date for hand-down is deemed to be 22 January 2026.

JUDGMENT

MALULEKE, AJ

<u>Introduction</u>

[1] By way of an urgent application, the applicant (Nuvest) sought an order enforcing the restraint of trade obligation against the first respondent (Ms

Meyer), and for the period of 12 months. The restraint of trade obligations and confidentiality undertakings are embodied in the employment contracts of 18 May 2023 and 20 December 2024. Both respondents are opposing the application.

[2] The matter was initially enrolled for hearing on 20 November 2025 for argument on the urgency challenged by the respondent (Transmare). The preliminary point was argued, and urgency was granted on 28 November 2025. Both parties were afforded an opportunity to file their heads of argument. The matter was enrolled on the urgent roll for hearing on 10 December 2025.

[3] On 4 December 2025, the applicant filed leave to supplement its founding based on new facts that arose on 27 November 2025. The respondent did not oppose the application. The Court granted leave to supplement their answering affidavits and their heads of argument. The respondents, leave to appeal was granted and the heads of argument were to be filed by 17 December 2025. After hearing on the merits, judgment was reserved. The court deemed it was necessary to issue an interim order to meet the ends of justice. Both parties addressed the court, and an interim order to maintain status *quo* was issued pending final judgment.

Factual Background

[4] Parties' submissions on papers as well as counsels' arguments were considered. The court does not intend to repeat the argument in any detail. The facts of the parties are common cause. That the company, Nuvest Pty, appointed Ms Meyer as an internal sales specialist was not in dispute. In the course of employment, Ms Meyer was then promoted to the position of a sales representative.

[5] The contractual obligations are embodied in the restraint of trade clause 19. Then copyright, inventions, and confidentiality obligations are embodied in clauses 9 and 9.1-9.16, while non-solicitation of information and customers are in clauses 10 and 10.8-10.8.1-10.8.3. 2. The restraint of trade is set to be for the period of twelve (12) months from the date of termination of service.

[6] On 15 October 2025, Ms Meyer filed her resignation notice for the termination of the contract of employment services. On 23 October 2025, the applicant demanded an express written undertaking from her. On the same date, the second respondent engaged the applicant and confirmed the role that Ms Meyer will be occupying within their company. An undertaking to assist her to cooperate with restraint was furnished.

[7] The discussion between the first respondent and the applicant was that she will serve her notice period until the 30th of November 2025. However, on 30 October 2025, Ms Meyer left the employment premises. She then provided further undertakings on 31 October 2025 and 6 November 2025. She also confirmed she left the applicant's working resources and data. All correspondences that occurred thereafter are not in dispute.

<u>Issues to be decided</u>

[8] The following issues are to be assessed and determined:

8.1. Whether the restraint of trade agreement and confidentiality undertakings are reasonable and enforceable.

8.2. Whether the applicant has an interest that requires protection, and if it is reasonable, and whether there was a breach or not.

[9] The first respondent challenges the restraint agreement on the ground that the applicant (Nuvest) has no legitimate protectable interests that require the extensive protection it seeks. That the restraint is unreasonable, unenforceable, and against the public policy.

<u>Legal Principles</u>

[10] The applicants seek final relief in the first instance. For the final internal interdict to succeed, first, there must be a clear right on the part of the applicant. The applicant must prove on a balance of probabilities the right that it seeks to protect. Secondly, whether there is an injury actually committed or reasonably apprehended. Thirdly, there must be no other satisfactory remedy available to the applicant. To the extent that there may be any factual disputes arising from the papers, these must be resolved in terms of the *Plascon-*

Evans[1] rule. Based on the general principles, a final order will be granted if the facts averred in the applicants' affidavit, which have been admitted by the respondents, together with the facts alleged by the respondents, justify such an order. It is also worth stating that, where there is a denial on the part of the respondent which does not raise a real dispute of fact, it may also be granted.

[11] It is accepted that a party seeking to enforce a contract in terms of restraint of trade is only required to invoke the restraint and prove a breach of its terms. However, the onus remains on the respondents to prove the unreasonableness of the restraint.[2]

[12] In *Jonsson Workwear (Pty) Ltd v Williamson and Another*[3] *(Jonsson),* the Court summarised the factors to be considered and held: *"In simple terms, therefore, and what needs to be considered in determining whether or not the* <u>*enforcement*</u> *of a restraint of trade would be* <u>*reasonable*</u>*, are five issues, being*

(a) the existence of a protectable interest,

(b) the breach of such protectable interest,

(c) a quantitative and qualitative weigh-off of the respective interests of the parties,

(d) general considerations of public interest, and

(e) whether the restraint goes further than necessary to protect the relevant interest.

All these considerations need to be determined as a whole, as part of a value judgment to be exercised, in order to finally conclude whether or not the restraint should be enforced." (Own emphasis)

[13] The test was set out in *Basson v Chilwan and Others*[4] *(Basson)* to determine the reasonableness or otherwise of a restraint of trade provision is the following:

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1 *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A) at 634E-G.
2 *Magna Alloys and Research (SA) (Pty) Ltd v Ellis (Magna)* 1984 (4) SA 874 (A) at 875H-I.
3 [2013] ZALCD 24; (2014) 35 ILJ 712 (LC) at para 44.
4 1993 (3) SA 742 (A) at 767G-H.

13.1. Is there an interest of one party which is deserving of protection at the termination of the agreement?

13.2. Is such interest being prejudiced by the other party?

13.3. If so, does such interest weigh up qualitatively and quantitatively against the interest of the latter party that the latter should not be economically inactive and unproductive?

13.4. Is there another facet of public policy having nothing to do with the relationship between the parties but that requires that the restraint should either be maintained or rejected?

[14] The court finds guidance from authorities that dealt with this specific issue. more particularly, in the *Aranda Textile Mills,*[5] case, the court said:

> 'A man's skills and abilities are part of himself, and he cannot ordinarily be precluded from making use of them by a contract in restraint of trade. It was stated that such do not belong to the employer. Even if the employer spent money on training the employees, what remains is that such information and skills learned would be of such employee. The employer cannot have proprietary interests in the workman, his know-how, or his skills. For the employer to restrict such would be unreasonable and contrary to the public policy.'

[15] In The court in *Experian*[6]*,* the explanation about what is required for information to be categorised as confidential and trade secret, and the following was said:[7]

> 'It is trite that the law enjoins confidential information with protection. Whether information constitutes a trade secret is a factual question. For information to confidential it must be capable of application in the trade or industry, that is, it must be useful and not be public knowledge and property; known only to a restricted number of people or a close circle, and be of economic value to the person seeking to protect it.'

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[5] *Aranda Textile Mills (Pty) Ltd v Hurn and Another (Aranda Textile Mills)* [2000] 4 All SA 183 (E).
[6] *Experian South Africa (Pty) Ltd v Haynes and Another* (2013) 34 ILJ 529 (GSJ).
[7] See *SGS South Africa Pty Limited v Pillay and Another (SGS South Africa)* [2024] ZALCD 36 at para 42*.*

[16] It is settled law that an agreement in restraint of trade is enforceable unless it is unreasonable and contrary to public policy or if it does not protect some legally recognisable interest, in this case, that of the applicant.[8]

[17] The purpose of enforcing the restraint provisions, as restated in *Sibex*[9] is to protect an employer's protectable proprietary interests. *"It is also a requirement that when the court decide on restraint of trade, it must strike a balance between the sanctity of a contract, and the freedom of the ex-employee's ability and right to trade his or her labour, occupation, and professional skills as protected under section 22 of the Constitution"*.

Analysis and evaluation of submission

Existence of Contract

[18] The applicant's version is that the first respondent understood the terms of the restraint and the contractual obligation associated with it. The restraint was discussed with her at the beginning of her employment contract, and the restriction is lawful, reasonable, and compliant with public policy. The existence of the employment contract is not contested by the first respondent. Her only argument is that she did not freely sign the employment contract with the restraint clause.

[19] Despite the fact that this was her second contract, the first respondent testified before the court that she had never before discussed this fear with her employer. Despite having recourse under dispute resolution forums such as the Commission for Conciliation, Mediation and Arbitration (CCMA) and the Bargaining Council, the first respondent elected not to approach these forums. This submission is unacceptable when it comes to this alleged fear as a ground challenging the consultation process.

Nature and scope of the business of Nuvest Chemicals Pty Ltd and Transmare Chemie South Africa (Pty) Ltd.

Assessment of proprietary interest

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[8] *Reddy v Siemens Telecommunications (Pty) Ltd (Reddy)* 2007 (2) SA 486 (SCA) at para 14.
[9] *Sibex Engineering Services (Pty) Ltd v Van Wyk and Another* 1991 (2) SA 482 (T) at 502 J – 503B.

[20] The applicant contends that because she has a protectable interest, the restraint must be implemented. Additionally, it was found that the second respondent supplies similar clients and operates in the same agricultural sector after looking into their market. According to the applicant, Nuvest Chemicals Pty Ltd and Transmare Chemie South Africa (Pty) Ltd are rivals in the price-sensitive market. It was further argued that the competition extends beyond the product or industry to include the development of “know-how" strategies and the market.

[21] In addition to receiving experience-building training, the first respondent was also introduced to the applicant's internal pricing, procurement, and know-how strategy. This alone puts the applicant's company at serious risk of *"eroding competitiveness and goodwill”*.

[22] The applicant further argued that the first respondent's employment with the second respondent alone constituted a breach based on nothing else. The competition needs to be direct. It can also take place even if the event is an indirect competition. Such is sufficient to pose a risk and harm to its business. The first respondent should not be employed by the second respondent, at least for the period of 12 months.

[23] The applicant's legitimacy and the availability of a protectable interest were contested by the first respondent. The general goods that are readily available to everyone via the internet, including Google, cannot be said to be proprietary interests. She claims that since she started working for the applicant, she has never had pricing or been taught, which could be considered a trade secret. She never received instruction on how to determine the pricing of the products. Especially since the applicant's prices vary from month to month as a result of market and product price fluctuations. That she will have to go to management every time she needs a price, and they will generate a price for her.

[24] The imposition of the restraint is not justified even if it is determined that the two parties' businesses are similar and may even be somewhat at odds. It is necessary for the applicants to prove that their interests are protected.

[25] The first respondent argued that the restriction is irrational, unenforceable, and against public policy. Only the elimination of the first respondent's economic

competition and trade is the goal of the entire nation's restraint. Rather than being manufacturers, the applicant and the second respondent are distributors of the products they sell. Their customers always know what they want and when they approach Transamare or Nuvest, or any other company. In that manner, they don't need to rely on the junior salesperson for direction.

[26] The second respondent claims that the applicant does not deal with specialised products at all, but generic ones. The applicant's product line and portfolio do not overlap with their company's exclusive focus on 80% of the Clariant Products (emulsifiers, emollients, and solubilisers). Their market includes paints, building supplies, plastics, food, oil and gas, medications, personal and household care items, pharmaceuticals, and agricultural products.

[27] The second respondent confirmed that where industry and products overlap, it may be covered by the previously given undertakings. However, restricting the first respondent is against public policy, and she occupied a junior position at the time while she was still with Nuvest.

[28] That their business is operating in both national and international markets. Should the applicant have issues with their undertakings, the second respondent may also be able to be in a position to assign Ms Meyer different services in a different division, which she never handled before or whilst she was still employed with Nuvest Pty Ltd.

[29] The applicant's argument could not challenge the second respondent on the pharmaceutical, animal feed, and construction industries and that of Clariant. The applicant also could not challenge the speciality of Transmare in this regard. The applicant's submission on training could not demonstrate what skills exactly were obtained by Ms Meyer through such training.

[30] The applicant's argument was that there was unlawful competition and it need not be only direct. The strategies, formulation and training of the first respondent on the know-how also mattered. In *Aranda Textile Mills*, it was confirmed that training employees affords the employer no proprietary interest in the workman, his know-how, or skills.

[31] The acquired training skills do not belong in any way to the employer, and the use thereof cannot be subjected to restriction by way of a restraint of trade provision. In *Aranda Textile Mills*,[10] it was further held that a restriction impending as it would on the workman's ability to compete freely and fairly in the marketplace is unreasonable and contrary to public policy.

[32] The applicant did not go much deeper into the issue of what renders their industry and products as a speciality that deserves to be protected. The court agreed with the respondents that such know-how and skills in the public domain accessible by anyone cannot be said are proprietary interest.

[33] One of the five factors to be considered, as stated in *Jonsson,*[11] is that there must be an assessment on the existence of a protectable interest and trade of secrecy. In the court, *Experian* explained what is required for information to be categorised as confidential and a trade secret to be protected, and the following was said:[12]

> 'It is trite that the law enjoins confidential information with protection. Whether information constitutes a trade secret is a factual question. For information to confidential it must be capable of application in the trade or industry, that is, it must be useful and not be public knowledge and property; known only to a restricted number of people or a close circle and be of economic value to the person seeking to protect it.'

[34] The second respondent showed that they have several and different industries with that of the applicant. That there may be a 20% overlap on generics offered by the applicant, since Transmare 80% of its offerings are specialized goods. The applicant argued that it would be difficult to determine whether or not products are similar without disclosing chemicals used. The court found the applicant's evidence and argument about what might be a protectable interest and know-how were unpersuasive on the balance of probabilities. As a result, the first of the five factors listed in *Jonsson*[13] is neither applicable nor present in this context.

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[10] See *Aranda Textile Mills*, note 5 above.
[11] *Jonsson* at para 44.
[12] See *SGS South Africa; see also Sibex* Engineering Services (Pty) Ltd v Van Wyk 1991 (2) SA 482 (T) at 486-488; *Basson* (above) at 769; *Aranda Textiles Mills* at 192.
[13] *Johnson*, n 5 above.

[35] The applicable test in *Basson,*[14]*,* confirmed investigation required at termination of contract of employment. One of the test sets is to assess if, is there an interest of the one party, which is deserving of protection at the termination of the agreement. Also to assess whether is such interest being prejudiced by the other party. The court confirms as per the contractual employment and furnished undertaking that there was agreement that there are interests to be protected when it comes to the confidentiality and restraint from soliciting clients, even though the court did not find a protectable interests.

[36] It is a well-established legal requirement that employees carry out their contractual duties, which include maintaining the confidentiality of information without regard to time constraints. This court upholds the same principle. In this case, there are interests that need to be safeguarded. Therefore, this court acknowledges that the first respondent's undertakings, which were given as early as October 2025 are valid and cannot be disregarded. The applicant's interests resulting from contractual obligations will be prejudiced if this is done.

[37] In this instance, based on the presented evidence, there was no evidence presented to demonstrate the speciality of the overlapping products. The know-how also cannot be generic. No evidence on which industry and how such impacts on the applicant’s business or make Transmare its competitor. The court finds that there was no legitimate protectable interest proven that necessitated triggering the restraint.

Breach

[38] It is also one of the factors set out in *Jonsson*[15] that the applicant is to demonstrate and prove if there was breach. It is worth noting that at the commencement of this proceeding there was no actual issue in dispute about breach related to customers as envisaged on the supplementary affidavit. Save to state, by the conduct of the first respondent, acceptance of employment from the second respondent, that on its own constituted a breach because the second respondent is a competitor. The court already finds that the issued undertakings are valid, more so, the respondents emphasised in

[14] See *Basson* at 767G-H.
[15] *Johnson*, n 4 above.

many instances to honour such undertakings and issued such outside this court. The court cannot take away this voluntary undertaking; doing so will undermine the applicant's contractual obligation. As stated above, when this application was launched, undertakings were there; the court did not find a breach at that stage.

[39] On the applicant's supplementary affidavit, the applicant raised a new fact alleged to have been triggered by correspondence of 27 November 2025, which implied that there was a breach. To substantiate this argument, a copy of the email correspondence of annexure SA2, screenshot was attached to this effect. The applicant submitted that they will not have to provide full details of the email, in the interest of protecting client. The submission was that the first respondent, a former employee, is in contact with the applicant's customers. The evidence submitted by the applicant only showed list of recipients but did not disclose the contents thereof. In absence of full disclosure, the court could not attach value to such.

[40] The email contents had recipients which included the first respondent, however, not as a sender. The applicant argues that whether she was a sender or not cannot justify her being copied pending this litigation. Such was a clear indication that the first respondent breached the restraint, and she is in contact and soliciting the applicant's customers. By so doing, the first respondent breached clause 10.8 of the non-soliciting client; hence, even her undertakings cannot be relied upon. The second respondent's conduct of copying first respondent confirms that they are participating in encouraging first respondent to the breach her contractual obligation.

[41] The court accepts that the first respondent should not have been copied. Indeed, it created an element of undermining the litigation process, which was not an acceptable picture. As already stated, the screenshot provided by the applicant did not provide much evidence except for the recipients. The court is not inclined to find breach based on being a recipient. The second respondent presented the full disclosure of the same email contents. Such sheds light to the court also in the understanding of the value to be attached to the email on whether there was a breach or not.

[42] The second respondent argument was that this email was correspondence to a shared customer between Nuvest and Transmare. Second respondent also proved that this customer had been known to them, and long before Ms Meyer joined their company. The email also demonstrated that the product which was being sought by this client was Genopal L30, which is one industry and product that the applicant does not supply nor deal with nor supply.

[43] The evidence of the purchase orders, invoice and delivery note were presented to prove on the balance of probabilities that this customer had (x4) orders placed before. Also, it was evident that the first order had already been supplied in March 2025, this email was the second order out of the four orders placed. The court is satisfied that the employee did not solicit this customer. The second respondent argued that it does not see how being a recipient would constitute a breach of the restraint and undertakings furnished. The court accepted this submission; it would have been the other way round if the employee were the sender of this email. The applicant's submission on breach is rejected.

[44] The court accepts that our laws obliged employees to comply with contractual obligations; however, in this regard, the first respondent did not breach her undertakings and contractual obligation of non-soliciting and confidentiality. The product which was being sought by this customer in that email was Genapol LA030, which is not supplied by the applicant but is a speciality of Transmare. Also, this factor, which was required as stated in *Johnson*[16],of the existence of protected interests is not present and applicable in this case.

Reasonableness and Public Policy

[45] The principles of contractual obligation, reasonableness, breach, and compliance are trite in law. The parties' reference to the cases of *Magna,*[17] and *Reddy,*[18]were also echoing on the required principles of the restraint, which is a settled law and not in dispute. However, each case is to be treated on its own merits to assess the two primary principles: first, protectable interest and second, existence of breach. What is in dispute was existence of a

[16] *Jonsson (supra)* at para 64.
[17] *Magna (supra).*
[18] *Reddy* at para 14 at 498E-499.

legitimate protectable interest and whether there was a breach or not. The court already found that there are no protectable interests and there was no breach; therefore, it would not be necessary to consider all other subsequent factors thereto.[19] The law encourages competition and supports an individual's right to exploit his/her own skill and knowledge, on the other, the law should grant established businesses reasonable protection against unfair trade practices.

[46] The question of onus is not relevant in motion proceedings, including application proceedings, where enforcement of a restraint of trade agreement is sought, as such enforcement will only be considered reasonable if it aims to protect a legitimate interest. In the absence of a valid or legitimate protectable interest and the pointed breach, granting of this application would violate public policy, infringe upon the employee's right to trade freely, and undermine the protection of professional skills as articulated in section 22 of the constitution.[20]

[47] The court found that enforcing this restraint would be against public policy, especially in this instance where the applicant failed to show that there was an existence of a legitimate protectable interest, nor breach that the first respondent solicited any of the applicant's customers. There was no evidence that the second respondent is a direct competitor of the second respondent in a specialised industry or specialised products. The court finds that the respondents' argument and evidence have shown that the restraint is unenforceable.

[48] The facts are established by application of the test established in *Plascon Evan*,[21] has the effect that an applicant seeking final relief can succeed in its application only on the basis of the facts which are common cause. In this case, disputed facts are to be determined in favour of the respondent. The respondents' versions were not far-fetched and not bare denial.

[49] When it comes to the issue of the obligation on the protection of confidentiality and non-solicitation clauses. It was not the findings of the court; however, the

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[19] *Jonsson (supra)* at para 64.

[20] Act 108 of 1996, Constitution of RSA.

[21] *Plascon Evans*.

court would have to endorse those undertakings on the ground that the first respondent had already conceded to such outside this court. Even at the time of the proceeding she placed more value and emphasis on those undertakings. It was still the same position, including on her answering papers. Therefore, the court determines that she is obligated to uphold and adhere to such voluntary commitments.

[50] Under the circumstances, I conclude that the applicant has not demonstrated the existence of a protectable interest. This must conclude the matter for the applicant. The presence of a protectable interest is essential in these kinds of matters. This is primarily because it addresses the fundamental rights, which are the initial prerequisite for achieving the final interdict it pursues.[22] The court determines, on the balance of probabilities, that the granting of this application favours the respondents. The application for a restraining order against the first respondent's employment is dismissed.

Costs

[51] Both parties contested the liability for the legal costs incurred by one another in this litigation. They both sought costs' relief against each other to favour the successful party, which is to include costs occasioned by the application for leave to supplement and some by the late filing of papers by the respondents. Following the presentation of the arguments and based on the submissions presented by the parties, this court can determine that there was neither a frivolous application nor unwarranted opposition.

[52] The late filling of papers due to the urgent nature with truncated timelines affected the normal court process on services compliance and was therefore condoned. The leave to supplement was also required due to circumstances stemming from the email contained in annexure SA2 dated 27 November 2025. This court does not intend to discourage parties from seeking its jurisdiction for future litigation, particularly burning issues concerning the safeguarding of constitutional human rights, proprietary commercial interests, and trade secrets. However, it will not be automatically applicable to all matters alike. This finding does not intend to establish a precedent for all

[22] *Jonsson (supra)* at para 64.

similar matters; each case will be decided based on the nature of the dispute and its specific facts.

[53] In *MEC for Finance, KwaZulu-Natal and another v Dorkin NO and another*,[23] Zondo JP summarised the position, regarding the awarding of costs in the Labour Court, as follows:

> 'The rule of practice that costs follow the result does not govern the making of orders of costs in this Court. The relevant statutory provision is to the effect that orders of costs in this Court are to be made in accordance with the requirements of the law and fairness. And the norm ought to be that costs orders are not made unless those requirements are met. In making decisions on costs orders, this Court should seek to strike a fair balance between, on the one hand, not unduly discouraging workers, employers, unions and employers‟ organisations from approaching the Labour Court and this Court to have their disputes dealt with, and, on the other, allowing those parties to bring to the Labour Court and this Court frivolous cases that should not be brought to court. That is a balance that is not always easy to strike but, if the court is to err, it should err on the side of not discouraging parties to approach these courts with their disputes. In that way, these courts will contribute to those parties not resorting to industrial action on disputes that should properly be referred to either arbitral bodies for arbitration or to the courts for adjudication.'

[54] The court is echoing on the same principle above, that the applicant had a valid employment contract embodied in restraint of trade which sought to protect business proprietary interests, economic threats and prevention of an unlawful competition. On the other hand, the first respondent is protecting her constitutional right to trade and not to be unreasonably restrained from exercising her skills of trade and professionalism. Therefore, the court conclude to no order is to costs to this effect.

[55] Therefore, the following order is made:

<u>Order</u>

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[23] *MEC for Finance, KwaZulu-Natal and another v Dorkin NO and another* [2008] 6 BLLR 540 (LAC) at paras 19-20 at 551B-E.

1. The first respondent is interdicted and restrained for a period of twelve (12) months from the date of termination of employment, being 30 October 2025 until 1 November 2026. She is interdicted and restrained from:

    1.1. soliciting, canvasing, or dealing with any client, supplier, or business associate of the Applicant with whom she had contact or knowledge during her employment

    1.2. disclosing or using any confidential information, trade secrets, formulations, cost models, supplier data, or other proprietary information belonging to the applicant, including any information about the applicant's pending patents.

    1.3. from using, reproducing, communicating, or disclosing any of the applicant's confidential information to any third party.

2. Should there be any outstanding documents, data, or materials belonging to the applicant, including any copies, extracts, or reproductions thereof, in any form, then such are to be delivered to the applicant within 24 hours of granting this order.

3. The first respondent is not restrained/prohibited from accepting immediate employment with the second respondent.

4. No costs order is made.

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ZD Maluleke

Acting Judge of the Labour Court of South Africa

Appearances:

For the Applicant: Advocate Shahnaaz Bismilla.

Instructed by: MC Inc Attorneys.

For the Respondents: Advocate Rozanne Kriek.

Instructed by: Malan Lourens Viljoen Inc.