



**IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, JOHANNESBURG)**

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

SIGNATURE

DATE: 19 February 2026

Case No. 2025-089285

In the matter between:

SATIB INSURANCE (PTY) LTD

First Applicant

FEP INVESTMENTS (PTY) LTD

Second Applicant

and

DEWALD JOHN CILLIE

First Respondent

WERNER SLABBERT

Second Respondent

K2025277068 (SOUTH AFRICA) (PTY) LTD

Third Respondent

OPTIMUM EMPLOYEE BENEFITS (PTY) LTD

Fourth Respondent

OPTIMUM INSURE CONSULTING (PTY) LTD

Fifth Respondent

**OPTIMUM PROFSSIONAL FINANCIAL
PLANNING (PTY) LTD**

Sixth Respondent

REAL BROKER SOLUTIONS (PTY) LTD

Seventh Respondent

JUDGMENT

WILSON J:

- 1 The applicants are two members of a group of five insurance companies which make up the First Equity Insurance Group. The first respondent, Mr. Cillie, is the former “Executive Head” (essentially the chief executive) of the first applicant, Satib. The second respondent, Mr. Slabbert, held a similar role at the second applicant, FEP Investments.

- 2 Both Mr. Cillie and Mr. Slabbert resigned from their roles with effect from 30 April 2025. In their founding papers, the applicants allege that, after they indicated that they wished to resign, and in breach of contractual undertakings both men had made in their employment agreements, Mr. Cillie and Mr. Slabbert removed and disseminated proprietary information of a confidential nature belonging to the applicants; that they sought to entice certain of the applicants’ clients to move their business to a new venture that Mr. Slabbert and Mr. Cillie were in the process of setting up under the auspices of the fourth, fifth and sixth respondents (“Optimum”); and that they sought also to entice certain of the applicants’ employees to leave the applicants and take up employment with Optimum.

- 3 The nature of Mr. Cillie’s and Mr. Slabbert’s contractual undertakings is common cause. There is no dispute that, if those undertakings have been breached, or if the applicants reasonably apprehend that the undertakings have been or may in future be breached, then the applicants have no effective remedial alternative to an interdict of the nature they seek. Accordingly, the sole issue arising before me is whether, on the undisputed facts, the applicants have demonstrated either that Mr. Cillie and Mr. Slabbert have

breached those undertakings, or that the applicants reasonably apprehend that they have or may do so in future.

4 Mr. Chohan, who appeared together with Mr. Costa for the applicants, conceded that, notwithstanding what is said in the applicants' founding papers, there is no basis on the undisputed facts to conclude either that Mr. Slabbert had removed or disseminated the applicants' confidential information or that Mr. Slabbert may in future do so. Nevertheless, Mr. Chohan submitted that the undisputed facts disclose that both Mr. Cillie and Mr. Slabbert have breached their contracts with the applicants by soliciting certain of the applicants' clients and employees to join a new venture conceived to operate under the auspices of Optimum. He also submitted that Mr. Cillie had taken and disseminated the applicants' confidential information. Mr. Chohan urged me to find as a fact that these breaches of contract had taken place, to declare that Mr. Slabbert and Mr. Cillie had acted in breach of their contracts, and to interdict them from doing so in future.

5 In my view, this being an application brought on a semi-urgent basis in the Commercial Court for interdictory relief, it is not necessary for me to go further than to consider whether the applicants reasonably apprehend that Mr. Cillie or Mr. Slabbert have breached or may in future breach their contractual undertakings. As is well-known, it is not necessary that an applicant for an interdict "establish on a balance or preponderance of probabilities that injury will follow. It suffices if a reasonable apprehension of injury is one which a reasonable [person] might entertain on being faced with certain facts." (*Kenitex Africa (Pty) Ltd v Coverite (Pty) Ltd* 1967 (3) SA 307 (W), p 308F-G.

See also *Janit v Motor Industry Fund Administrators (Pty) Ltd* 1995 (4) SA 293 (A) 304 H-I).

- 6 The question is, accordingly, whether, on the undisputed facts, the applicants reasonably apprehend that Mr. Cillie and Mr. Slabbert have breached or will in future breach the contractual undertakings the applicants seek to enforce. Mr. Nongogo, who appeared for Mr. Cillie, conceded that such a case has been made out against Mr. Cillie on the papers. While Mr. Maritz, who appeared together with Mr. Uys for Mr. Slabbert, resisted any relief being granted against Mr. Slabbert, I am satisfied that the undisputed facts ground a reasonable apprehension that Mr. Slabbert has sought or may in future seek to solicit the applicants' employees. I am not satisfied that the papers sustain any other aspect of the case mounted against Mr. Slabbert.
- 7 When I asked why I should go any further than to draw these conclusions and grant the appropriate interdictory relief, Mr. Chohan adverted to the need to obtain final factual findings and declaratory relief to support an action for damages to be brought against Mr. Cillie and Mr. Slabbert in due course. However, I do not think it is appropriate, in the context of these semi-urgent proceedings, to come to the applicants' assistance in the way Mr. Chohan proposed. The applicants will have every opportunity to prove the facts underlying their damages claim in due course. At this stage, the applicants suffer no legally cognisable prejudice from the absence of a declaratory order or the absence of final factual findings of breaches of contract actually committed. The undisputed facts establish harm reasonably apprehended,

which is sufficient to grant final interdictory relief against both Mr. Cillie and Mr. Slabbert.

8 On the papers before me, Mr. Cillie looks in real peril of having factual findings of actual breach made against him after a trial, even though he disputes – often in the starkest of terms – that he committed any actual breach. Nevertheless, I am not satisfied that the undisputed facts are sufficient for me to identify and declare the precise nature of the contractual breaches Mr. Cillie may actually have committed. And I need not do so in order to grant the applicants effective relief. Moreover, the case against Mr. Slabbert on the undisputed facts is much weaker than it is against Mr. Cillie. While I am satisfied that the applicants reasonably apprehend that Mr. Slabbert has tried, or will in future try, to solicit their employees, I am not satisfied that it has actually been established on the undisputed facts that Mr. Slabbert has committed any breach of contract.

9 Accordingly, I decline the invitation to make findings of actual breach or to grant the declaratory relief the applicants seek. I now turn to the bases on which it has been established that the applicants reasonably apprehend that Mr. Cillie and Mr. Slabbert have breached or may in future breach their contractual undertakings.

Mr. Cillie

10 There is no dispute that Mr. Cillie transmitted various confidential documents of a proprietary nature sent to him in his capacity as a Satib employee to his private email account. These documents contained information of a commercially sensitive nature relating to several of Satib's clients. In his

answering affidavit, Mr. Cillie says that he did so in order to retain access to the documents in aid of ensuring a smooth handover to his successor. I do not find that explanation particularly convincing, but there is no need for me to assess whether it is possible to reject it on the papers. Mr. Nongogo accepted, in both his written and oral argument, that the mere fact that this was done, in the surrounding circumstances of this case, creates a reasonable apprehension that Mr. Cillie has disseminated or may in future disseminate Satib's confidential proprietary information, or has used or may in future use that information to solicit Satib's clients.

- 11 There is furthermore no dispute that Mr. Cillie had communications with at least three of Satib's employees which were understood by them, or which would reasonably be construed, as an invitation to join a specific venture he was pursuing after his employment with Satib. Again, Mr. Cillie seeks to explain away these communications as innocent off-the-cuff remarks, or as communications which were not in themselves intended to lure the employees away from Satib's employment. Again, on the whole, I find Mr. Cillie's explanations unconvincing, but I need not consider whether to reject them on the papers, because Mr. Nongogo conceded that the facts of and circumstances surrounding the relevant communications grounded a reasonable apprehension that Mr. Cillie has solicited or may in future solicit Satib's employees. That is sufficient to place him under interdict.

Mr. Slabbert

- 12 Satib no longer presses its case that Mr. Slabbert took and disseminated its confidential proprietary information, or that it reasonably apprehends that he

may in future do so. Satib does, however, persist in asserting that Mr. Slabbert solicited its clients and employees on behalf of a venture in which he, Mr. Cillie and Optimum were involved.

13 The substance of the case on the solicitation of clients is that Mr. Slabbert and Mr. Cillie approached a car dealership in Pretoria, which was itself a client of FEP, with a proposal that they provide insurance brokerage services to purchasers of its vehicles. The idea was to set up a one-stop shop for both the cars sold and the insurance of those who would drive them. During argument, Mr. Chohan accepted that the purchasers of vehicles from the dealership were not FEP clients in the normal sense. He nevertheless submitted that Mr. Slabbert's involvement in such a scheme was in breach of Mr. Slabbert's undertaking not to solicit any "proposer", as defined in his employment agreement.

14 A "proposer" is "any third party who, in the opinion of the Parties, requires Insurance or related services and may qualify for such insurance and/or services". The case for FEP was that the purchasers of vehicles from the dealership were "clients" of FEP because the definition of "clients" includes "proposers", and that all future purchasers of cars from the dealership were people to whom both FEP and Slabbert had in the past discussed offering insurance by permanently stationing a FEP consultant at the dealership.

15 I do not accept that argument. The employment agreement cannot sensibly be read to apply to an amorphous class of potential future purchasers of cars from the dealership. It is impossible adequately to identify exactly who the "proposer" or "proposers" are. Nobody knows who will eventually purchase

cars from the dealership. Nor do they know who, out of those purchasers, would be identified as requiring insurance. Still less can it be known which of that subset of purchasers would actually be inclined to investigate whether they qualified for the FEP product. The employment agreement requires the parties to have a “third party” in mind. If that third party cannot meaningfully be identified, even as a class of customers ascertainable in advance, the agreement cannot sensibly apply to them.

16 Even if it could, I would not be inclined to give effect to the contract by way of interdict, since I would have to enjoin Mr. Slabbert from approaching individuals who he could not sensibly be expected to know fall into the class of proposers in advance. There are also obvious public policy concerns with enjoining Mr. Slabbert from offering insurance to such a wide and ill-defined class of potential customers.

17 Mr. Slabbert’s approach to the Pretoria car dealership is fully disclosed in his answering affidavit. He clearly does not believe that his pursuit of the opportunity to broker insurance to the dealership’s customers (an opportunity which he says has in any event evaporated as a result of the institution of this application) was in breach of his undertakings to FEP. He was, in my view, correct in that respect.

18 The rest of Mr. Slabbert’s answering affidavit constitutes a detailed denial of any conduct that might amount to the solicitation of the applicants’ clients. Mr. Slabbert’s denials are substantiated where they can be. They cannot be rejected as far-fetched or untenable – a fact that was all but conceded in argument. Mr. Slabbert’s denials are supported by former customers of the

applicants which the applicants fear they have lost as a result of Mr. Slabbert's solicitation. All of them deny that Mr. Slabbert solicited them to remove their business from the applicants. For those reasons, there is no basis on which I can conclude, on the undisputed facts, either that Mr. Slabbert solicited the applicants' clients or that the applicants reasonably apprehend that he may do so in future.

19 That leaves the question of whether Mr. Slabbert has solicited any of the applicants' employees. This, too, he denies. However, he leaves one piece of evidence against him conspicuously unexplained. On 8 May 2025, Mr. Slabbert wrote to a Mr. Ian Blignaut of Optimum confirming that "[o]ns stel 'n Account Executive aan vanaf 1 Julie (Natasha Parry). Laat weet asb julle alles nodig het van ons af vir die offer brief en kontrak" ("[W]e are appointing an Account Executive from 1 July (Natasha Parry). Please let us know what you need from us for the offer letter and contract"). The applicants allege that the "we" in that email referred to Mr. Slabbert and Mr. Cillie. This is not denied. Nor is it denied either that Ms. Parry was an employee of Satib at the time of that Mr. Cillie had spoken to her about joining him in a new venture. The applicants say that this is clear evidence of collusion between Mr. Cillie, Optimum and Mr. Slabbert to lure employees away from them.

20 Mr. Slabbert says that Ms. Parry was to be employed by Optimum to work on the car dealership brokerage to which I have already referred. He says that the brokerage was to be operated under Optimum's auspices. In argument, Mr. Maritz submitted that employing Ms. Parry in this capacity was not a breach of Mr. Slabbert's undertakings, because he had only agreed that he

would not solicit employees of FEP. The suggestion appears to have been that he was perfectly free to solicit employees of Satib.

- 21 Mr. Slabbert's contract clearly provides otherwise. His duty not to solicit employees applies both to FEP and to its "associated companies". Satib is clearly an "associated company" within the meaning of that contract. Mr. Maritz argued otherwise, with reference to the decision of the Supreme Court of Appeal in *Commissioner, SARS v Tiger Oats* 2003 (3) JDR 0326 (SCA), where, at paragraph 21, it was held that an "associated company" is a company over which another company "exercises a significant influence and holds a long-term interest". I do not understand why Satib and FEP are not associated companies in this sense, since they are part of the same group of companies described in paragraph 2 of the applicants' founding affidavit. None of the respondents takes issue with the description provided there.
- 22 In any event, the question is not so much how the SCA understood the phrase in the context of a case decided over 20 years ago, but what the phrase meant in the context of the employment agreements at issue in this case. It is, in my view, inarguable that "associated companies" means anything other than companies within the First Equity Insurance Group.
- 23 It was further suggested that Mr. Slabbert's email does not demonstrate that he had solicited Ms. Parry to leave Satib. On the face of the email, that is true enough. Appointing Ms. Parry at Optimum and arranging a contract for Ms. Parry are not the same as soliciting her to leave Satib, and, indeed, Mr. Slabbert denies any such solicitation.

- 24 I am prepared to give Mr. Slabbert the benefit of that denial, and to decide this aspect of the application on his version. But even on that version, the applicants clearly have a reasonable apprehension that he has been party to the solicitation of one of their employees, and that he may solicit their employees in future. That is all the applicants need to obtain an interdict against him.
- 25 It was finally contended that Mr. Slabbert gave a comprehensive undertaking to abide by his employment agreement with FEP before this application was launched. There was some crossfire in argument about whether an undertaking is sufficient, in itself, to resist the grant of an interdict. That, it seems to me, is not a question that can be decided in the abstract. The question is whether, on the facts of this case, the undertaking was sufficient to allay any reasonable apprehension that Mr. Slabbert would breach his contractual obligations.
- 26 Mr. Slabbert was clearly involved in attempting to arrange Ms. Parry's employment with Optimum. It seems to me that the undertaking on which he relies, contained in a letter from his attorneys dated 9 June 2025, relates only to the solicitation of the applicants' clients. In any event, at the time he gave that undertaking to the applicants, he neither disclosed his role in arranging a job for Ms. Parry at Optimum, nor explained the context of the arrangement in a manner that excluded the applicants' reasonable apprehension that he was intent on breaching his employment agreement. In those circumstances, the applicants were right to submit that they could not reasonably be expected to content themselves with Mr. Slabbert's undertaking.

The application to strike out

- 27 Mr. Slabbert applied to strike out paragraphs 72 to 74 of the applicants' founding affidavit, together with annexure FA15 of that affidavit. He also applied to strike out paragraph 19 of the replying affidavit. The material in the founding affidavit relates to a report on certain financial irregularities which were said to have arisen from Mr. Slabbert's activities while he was FEP's Executive Head. The material in the replying affidavit relates to information about Mr. Slabbert's activities as a consultant after he left FEP.
- 28 Initially, Mr. Slabbert's attack on this material was in part based on the proposition that it is hearsay. That attack was abandoned in relation to the material in the founding affidavit after a confirmatory affidavit was filed by the author of the report. The objection was, however, persisted with in relation to the material in the replying affidavit.
- 29 Where scandalous, vexatious or irrelevant material is included in an affidavit, the person against whom the material is sought to be admitted may apply to strike it out. The court will grant the application if, in addition to being scandalous, vexatious or irrelevant, the material is prejudicial to the applicant for the striking-out order.
- 30 Inadmissible hearsay is irrelevant precisely because it is inadmissible (*NDPP v Zuma* 2009 (2) SA 277 (SCA), paragraph 23). However, I do not think that the hearsay objection could have succeeded, even if none of the material sought to be struck out had been confirmed on affidavit. This is an urgent application – albeit one that has been case managed and brought at a pace that is more stately than is customary. In urgent applications, hearsay is

admissible so long as the source of the information and the grounds for belief in its truth are stated. In this case, the deponent to the applicants' papers identifies the source of his information and, if he does not explicitly say why he believes it to be true, the basis for his belief can readily be inferred from the allegations introducing the information. That dispenses with the application to strike out the material in the replying affidavit. In any event that material is at best of secondary relevance to the issues in this application. I can see little prejudice to its admission against Mr. Slabbert.

- 31 The material in the founding affidavit is different. At its core is the report which appears as annexure FA15. The report was clearly added to the founding papers for atmosphere, to create the general impression that Mr. Slabbert is dishonest. It accuses him of unauthorised expenditure, receipt of irregular payments and failure to keep proper accounting records in terms that are as vague as they are unconnected to the issues in this application. As Mr. Chohan conceded, its contents are irrelevant to anything I have to decide. They are plainly prejudicial to Mr. Slabbert, and will be struck out, together with those parts of the founding affidavit that refer to or rely on them.

Costs

- 32 It follows from the factual findings I have made that the relief sought against Mr. Cillie must, shorn of some vague and repetitive language, be granted more or less as prayed for, and that Mr. Slabbert should be restrained from soliciting any of the applicants' employees. Mr. Cillie and Mr. Slabbert should pay the costs of the application, jointly and severally. Mr. Cillie only really conceded the interdictory relief in oral argument, albeit having foregrounded his

contentment with it in the heads of argument filed on his behalf. Mr. Slabbert resisted any relief being granted against him at all, but, for the reasons I have given, he cannot avoid an interdict in restraint of solicitation of the applicants' employees.

- 33 The parties accepted that counsel's costs should be taxed on scale "C". In light of the factual complexity of the matter, I am inclined to agree. The second applicant will pay the costs of the striking-out application.

Order

- 34 Accordingly –

34.1 The first respondent is interdicted and restrained, personally or on behalf of any entity in which he is interested, from:

34.1.1 soliciting "Restricted Clients", as defined in the first respondent's employment agreement, until 30 April 2027;

34.1.2 soliciting "Company Assigned Clients", as defined in the first respondent's employment agreement, until 30 April 2030;

34.1.3 engaging either for the first respondent's own account or as a representative or agent for any third party, until 30 April 2027, any employee of the applicants with the intention to encourage the applicants' employees to become employed by, or interested in, any competitive activity or business which is the same or similar to the business conducted by

the applicants; to terminate their employment with the applicants; or to furnish any of the applicants' confidential information acquired by that employee as a result of their employment with the applicants, to any unauthorised person or entity;

34.1.4 using the applicants' confidential information relating to "Restricted Clients", as defined in the first respondent's employment agreement, for his own benefit or for the benefit of any other person or entity, until 30 April 2027; or

34.1.5 disclosing such confidential information to any third party or entities, until 30 April 2027.

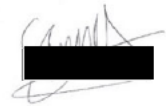
34.2 The second respondent is interdicted and restrained, personally or on behalf any entity in which he is interested, from engaging, either for the second respondent's own account or as a representative or agent for any third party, until 30 April 2027, any employee of the applicants with the intention to encourage the applicants' employees to become employed by, or interested in, any competitive activity or business which is similar to the business conducted by the applicants or to terminate their employment with the applicants.

34.3 Paragraphs 72, 73 and 74 of the applicants' founding affidavit are, together with annexure FA15 to that affidavit, struck out.

34.4 The first and second respondents shall, jointly and severally, the one paying the other to be absolved, pay the costs of the interdict

application, including the costs of two counsel, which may be taxed on scale "C".

- 34.5 The second applicant will pay the costs of the striking-out application, including the costs of two counsel, which may be taxed on scale "C".



S D J WILSON
Judge of the High Court

This judgment was prepared by Judge Wilson. It is handed down electronically by circulation to the parties or their legal representatives by email, by uploading it to the electronic file of this matter on Caselines, and by publication of the judgment to the South African Legal Information Institute. The date for hand-down is deemed to be 19 February 2026.

HEARD ON: 3 February 2026

DECIDED ON: 19 February 2026

For the Applicants: M Chohan SC
MTA Costa
Instructed by Cliffe Dekker Hofmeyr Inc

For the First Respondent: IA Nongogo
Instructed by Jared Mann Attorneys

For the Second Respondent: J Maritz SC
L Uys
Instructed by Couzyn Hertzog and Horak Attorneys