

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case Number: 32643/2021

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: YES
2026-02-16	
DATE	SIGNATURE

In the matter between:

**NATIONAL COMMISSIONER OF THE SOUTH AFRICAN
POLICE SERVICE**

First Applicant

MINISTER OF POLICE

Second Applicant

and

FORENSIC DATA ANALYSTS (PTY) LTD
(Registration number: 1990/023867/07)

First Respondent

INVESTIGATIVE SOFTWARE SOLUTIONS (PTY) LTD
(Registration number: 2006/002551/07)

Second Respondent

SOLVE FORENSICS (PTY) LTD

(Registration number: 2010/018049/07)

Third Respondent

JUDGMENT

POTTERILL J

[1] Before me is an application for leave to appeal to the Full Court, alternatively the Supreme Court of Appeal.

[2] The credibility findings in the judgment are not attacked. Accepting the version of Mr Keating and Mr Mogajane together with all the facts leading up to 31 January 2020 and thereafter in essence being common cause, no other Court would reasonably find that the oral agreement was not concluded.

[3] The finding that the National Commissioner of the South African Police Service wrongfully failed to procure is not attacked. The finding that the interpretation of section 7(3) of the SITA Act did not require SITA to procure the system and become the owner of the IP and that SAPS could procure is not appealed against. There is simply no necessity for the plaintiff to plead how the SAPS must procure. The finding of an "emergency procurement" is not attacked. Rehashing the tender process is based on no evidence and no Court will find that procurement had to go through the tender process.

[4] There is in law nothing wrong with the respondents' (herein) particulars of claim. It pleaded for specific performance, and in the alternative a claim of cancellation and damages. There is no finding that the oral contract was terminated.

[5] It is not appealed against that impossibility must be pleaded to constitute a defence. There was no evidence of what system SAPS was utilising now and whether SAPS was operational.

[6] The fact that the licences were terminated does not lead to the result that the systems could not be bought, or that the IP ceased to exist.

[7] The ground of appeal that the Court erred in ordering that the parties conclude a contract, when the terms and conditions, rights and obligations remain undetermined is simply incorrect. Both parties knew exactly what was agreed and the order relates

to the attorney to record the oral agreement (as amended) in writing. There is no appeal against the finding that there were no implied terms and conditions.

[8] Furthermore, the other grounds raised need no addressing as they were fully ventilated in the judgment and there are no reasonable prospects of success that another Court would come to another conclusion.

[9] I am satisfied that the appeal would have no reasonable prospects of success. No sound rational basis for the conclusion that there are prospects of success has been shown.

[10] There are no compelling reasons why the matter should be heard in the interests of justice. The amount of the claim does not support compelling reasons.

[11] The application for leave to appeal is dismissed with costs, including the costs of two counsel on scale C.



S. POTTERILL
JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

CASE NUMBER: 32643/2021

DATE OF HEARING: 13 February 2026

FOR THE APPLICANTS: ADV. B. ROUX SC

ADV. T. PILLAY

INSTRUCTED BY: Cliffe Dekker Hofmeyr Inc.

FOR THE RESPONDENTS: ADV. R. MICHAU SC

ADV. C.P. WESLEY SC

INSTRUCTED BY: Charle Rossouw Attorneys

DATE OF JUDGMENT: 16 February 2026