THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

Case 2026-047261

(1) REPORTABLE: Yes☐/ No ☒
(2) OF INTEREST TO OTHER JUDGES: Yes☐ / No ☒
(3) REVISED: Yes ☒ / No ☐

Date: 28 March 2026 [redacted]

In the matter between:

FIDELITY SERVICE GROUP (PTY) LTD	First Applicant
FIDELITY CASH SOLUTIONS (PTY) LTD	Second Applicant
And	
NICO DE JAGER	First Respondent
RÖHRS & ASSOCIATES	Second Respondent

JUDGMENT

DU PLESSIS J

Introduction

[1] In this urgent application, the applicants seek to enforce a restraint of trade against the first respondent following his termination of employment with the second applicant.

[2] It is common cause that the parties entered into a written restraint-of-trade agreement in February 2025, and that the second applicant falls within the entities covered by the agreement. The crux of this dispute is whether the applicants have shown protectable interests worthy of protection, whether those interests are threatened by the first respondent's post-employment conduct and whether the duration and breadth of the restraint sought are reasonable.

[3] The applicants seek to enforce the restraint of trade for a period of 36 months within the Republic of South Africa, together with related interdictory relief. The first respondent contends that the matter is not urgent, and that the applicants have not made out a proper case for protectable interests, and that, in any event, the relief sought is too wide in duration and area.

Background

[4] The first respondent was employed by the second applicant for a long period and, at the time of his resignation on 1 June 2025, he occupied a senior position as regional manager in the second applicant's cash-in-transit business. The second applicant operates in the cash-in-transit industry in South Africa. A company called iZiCash is one of its competitors. The second respondent has also previously provide consultation services to both the second applicant and iZicash.

[5] On 19 January 2026, iZiCash offered employment to the first respondent, and the applicants rely on that offer, together with further communications, to indicate that the first respondent breached the restraint. Thereafter, the first respondent entered into a fixed-term contract with the second respondent, commencing on 1 February 2026, in a role described as a property development consultant, with responsibilities including infrastructure optimisation and feasibility, compliance management, financial and budgetary control, stakeholder coordination, procurement, and safety.

[6] The first respondent raised a point in limine. The first was the deponent's authority to institute and prosecute proceedings on behalf of the applicants. The resolution

was later placed before the court; this point does not warrant extended treatment and cannot defeat the application.

[7] Restraint matters are not inherently urgent, but by their nature, they are usually urgent. The value of the relief diminishes as time passes, and an application heard only after a long period of restraint has run its course, may render the restraint meaningless.[1] I am satisfied that the matter is sufficiently urgent to be enrolled.

The law

[8] Under South African law, restraint of trade agreements are prima facie valid and enforceable, as established in *Magna Alloys and Research (SA) Pty Ltd v Ellis*.[2] However, such agreements will not be enforced if they are found to be contrary to public policy or unreasonable. The principle of pacta sunt servanda is balanced against the public interest, which requires that individuals should be free to engage in economic activities of their choice.

[9] In principle, restraint of trade agreements are prima facie valid and enforceable unless it can be shown that they are unreasonable and contrary to public policy. Four questions were set out in *Mangaung Building Materials & Hardware (Pty) Ltd t/a Mangaung Build It v Zulu*[3]

(a) Does the one party have an interest that deserves protection after termination of the agreement?
(b) If so, is that interest threatened by the other party?
(c) In that case, does such interest weigh qualitatively and quantitatively against the interest of the other party not to be economically inactive and unproductive?
(d) Is there an aspect of public policy having nothing to do with the relationship between the parties that requires the restraint to be maintained or rejected?

[1] *Slo Jo Innovation (Pty) Ltd v Beedle* [2022] ZALCJHB 212; [2023] 1 BLLR 68 (LC).

[2] [1984] 2 All SA 583 (A).

[3] [2020] ZAFSHC 188 para 18.

[10] An employer seeking to enforce a restraint based on confidential information or customer connections does not have to prove actual misuse of the information; it is sufficient to show that the employee had access to confidential information and could, in theory, use it to the employer's detriment in the service of a competitor or rival-connected entity.[4] At the same time, a court is not obliged to enforce an onerous restraint in its full contractual terms if a narrower restraint would adequately protect the proven interest.[5]

[11] The first respondent occupied a senior role in the applicants' cash-in-transit business and had access to confidential, commercial and infrastructure-related information. The applicants' case includes confidential knowledge relating to customers, pricing, tenders, branch operations, risk methodologies, and branch upgrade requirements, including building construction, alarms and safes. The first respondent's complaint is that the confidential information was not shared in greater detail in a confidentiality affidavit goes too far in suggesting that the applicants have failed to sufficiently identify their protectable interests. The papers show sufficiently that the first respondent had access to information and relationships which are proprietary to the applicants and deserving of protection.

[12] The applicants did not make out a strong case that the first respondent was in fact employed by iZiCash. There is simply not enough evidence that the first respondent took up employment with iZiCash, after the offer was made.

[13] This understanding is supported by the fact that he then took up employment with the second respondent. The second respondent is an advisory business that operates, amongst other things, in the cash-in-transit environment and has consulted both the applicants and iZiCash. Even if the first respondent's written role description is framed in property or infrastructure terms, those functions overlap materially with the very knowledge that the applicants seek to protect, specifically with regard to branch upgrades, physical infrastructure, risk

---

[4] *Experian South Africa (Pty) Ltd v Haynes* 2013 (1) SA 135 (GSJ) paras 21 – 22.

[5] *Basson v Chilwan* 1993 3 SA 742 (A).

assessment and related operational knowledge as part of the applicants' protectable interests.

[14] In that context, the first respondent's contention that he is not in a role that is a competitive risk does not persuade me. Also, the applicants were not required to wait until the actual misuse of the information could be proven.

[15] That brings me to the scope of relief. The courts usually apply a proportionality test in weighing up the employer's legitimate protectable interest against an employee's right to earn a livelihood. In such instances, factors such as geographical scope, duration, and the nature of the restraint are considered to ensure the restriction is no wider than necessary to protect the employer's interest.[6]

[16] On a proper reading of the founding papers and the relief sought, the applicants do not contend that the first respondent should be excluded from the security industry altogether; their case is directed at his participation, for a limited period, in the cash-in-transit sector and closely related advisory or infrastructure work where his Fidelity-specific knowledge can be deployed.

[17] The restraint, as pleaded, is for 36 months under the agreement, and the applicants sought nationwide enforcement. While I agree with the applicants that the restraint must be enforced, the full 36-month period would go beyond what is reasonably necessary in this case.

[18] The papers indicate a standard contract duration of two years, and that at least some of the commercially sensitive information relied upon remains current for a two-year cycle. The cash-in-transit community is relatively small, and its customers are found nationwide. A 24-month period strikes an appropriate balance between the applicants' proprietary interests and the first respondent's right to be commercially active. The order seeks to strike that balance.

[6] *G4S Secure Solutions (SA) (Pty) Ltd v Chetty* [2024] ZALCJHB 135 para 15.

[19] Regarding territorial scope, national coverage is not inherently impermissible, given the extent of the applicants' business operations. The applicants accepted that the first respondent may continue to work in the wider security industry. The restriction is therefore to be understood as limited to employment, association or activity within the cash-in-transit industry, and closely related advisory or infrastructure work, where such deployment could enable the first respondent to use the applicants' confidential information or customer connections.

[20] As for costs, the applicants have achieved substantial success, and costs follow the cause.

Order

[21] The following order is made:

1. The application is enrolled and heard as one of urgency in terms of Rule 6(12) of the Uniform Rules of Court.
2. The first respondent is interdicted and restrained, for a period of 24 months calculated from 1 July 2025, from being employed by, associated with, or engaged or interested in, whether directly or indirectly and in any capacity, in any business operating in the cash-in-transit industry in competition with the applicants within the Republic of South Africa, where such employment, association or involvement would place him in a position to use or disclose the applicants' confidential information or customer connections.
3. For the same 24-month period, the first respondent is interdicted and restrained from being employed by or associated with the second respondent in relation to work in the cash-in-transit industry or related advisory or infrastructure work for competitors of the applicants.
4. For the same 24-month period, and within the province of Gauteng, the first respondent is interdicted and restrained from, directly or indirectly:
   4.1. canvassing for or soliciting business from any existing customer of the applicants;
   4.2. persuading, inducing, encouraging, procuring or enticing any employee of the applicants to become employed by or interested in any business

which competes, or is likely to compete, with the applicants' business, or to terminate his or her employment with the applicants.

5. For the same 24-month period, the first respondent is interdicted and restrained from becoming employed by or involved with, in any way whatsoever, directly or indirectly, any customer of the applicants which was a customer of the applicants (or any subsidiary of the first applicant) at the date of termination of the first respondent's employment, or during the 24 months preceding that date.
6. The first respondent is interdicted, for an indefinite period, from disclosing any confidential information received from the applicants, including trade secrets, business methods and techniques, and the identity of the applicants' customers and subsidiaries, without the prior written consent of the applicants.
7. The first respondent is directed to pay the applicants' costs on the ordinary party-and-party scale.

[redacted]

WJ du Plessis
Judge of the High Court, Gauteng Division, Johannesburg

Date of hearing:	26 March 2026
Date of judgment:	28 March 2026
For the applicant:	M Lennox instructed by Tammy Runciman Hinrichsen Attorneys
For the first respondent:	M Luyt instructed by E Pretorius Attorneys Inc