



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

Signature

Date

## THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Not Reportable

Case No: JR2574/22

In the matter between:

**RENA RAVINDER**

**Applicant**

and

**NORTH-WEST UNIVERSITY – MAFIKENG CAMPUS**

**First Respondent**

**COLLINS LENKWASI MAKAMA**

**Second Respondent**

**COMMISSION FOR CONCILIATION, MEDIATION AND  
ARBITRATION**

**Third Respondent**

**Heard: 23 October 2025**

**Delivered: 13 April 2026**

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### JUDGMENT

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**LEWIS, AJ**

#### Introduction

[1] The Applicant, Professor Ravinder, seeks to review and set aside an arbitration award issued by the Second Respondent (the arbitrator) on 2 October 2022 (award) under section 145(2)(a) of the Labour Relations Act

66 of 1995 (LRA).

The facts

- [2] Professor Ravinder was employed by the First Respondent, North-West University (the University), as a Professor at the Graduate School of Business and Government Leadership from 1 October 2016 until his dismissal on 4 August 2021.
- [3] Between December 2019 and February 2020, Professor Ravinder attended a total of 22 conferences in India.
- [4] He submitted claims for reimbursement of expenses allegedly incurred in attending five of those conferences.
- [5] The University subsequently charged Professor Ravinder with misconduct, formulated as follows:
- “Level B, Paragraph 10.4.4., namely:  
Any act or behaviour which has an element of dishonesty and/or misappropriation which could cause/causes detriment to the University and/or another person.  
In that you are alleged to have submitted reimbursement claims for hotel accommodation for the period between December 2019 and February 2020, the said claims are believed to be a misrepresentation or fraudulent claims by yourself to the NWU.”*
- [6] Following disciplinary proceedings conducted between May and June 2021, Professor Ravinder was found guilty of the charge and dismissed.
- [7] Professor Ravinder referred an unfair dismissal dispute to the Third Respondent, the Commission for Conciliation, Mediation and Arbitration (the CCMA) in terms of section 186 (1)(a) of the LRA. The dispute proceeded to arbitration.
- [8] The arbitration was conducted on various dates during June, August and September 2022. The sole issue before the arbitrator was whether the dismissal was substantively fair. The arbitrator found that it was.

- [9] Professor Ravinder now seeks to review and set aside the arbitration award in terms of section 145(2)(a) of the LRA.

The standard of review

- [10] Section 145 of the Labour Relations Act<sup>1</sup> (LRA) provides that it applies to the review of arbitration awards of the CCMA.<sup>2</sup>
- [11] The test to be applied under section 145 is clear. This Court may only intervene if the decision reached by the arbitrator is one that a reasonable decision-maker could not reach. In a matter such as the present one, where the applicant relies on what are contended to be reviewable irregularities in the assessment of the evidence, the Court must be cautious to ensure that the line between an appeal and a review is not crossed. In *Gold Fields Mining SA (Pty) Ltd (Kloof Gold Mine) v Commission for Conciliation, Mediation and Arbitration and Others*,<sup>3</sup> the Labour Appeal Court (LAC) noted that a review court is not required to consider every factor individually, consider how the arbitrator treated and dealt with each factor and then determine whether a failure by the arbitrator to deal with one or more factors amounted to a process related irregularity sufficient to set aside the award. The LAC cautioned against adopting a piecemeal approach since a review court must necessarily consider the totality of the available evidence.<sup>4</sup> Specifically, the questions for a review court to ask are whether the arbitrator gave the parties a full opportunity to have their say in respect of the dispute, whether the arbitrator identified the issue in dispute that he was required to arbitrate, whether the arbitrator understood the nature of the dispute,

<sup>1</sup> Act 66 of 1995, as amended.

<sup>2</sup> Section 145 provides (in relevant part) as follows:

*'Review of arbitration awards*

(1) Any party to a dispute who alleges a defect in any arbitration proceedings under the auspices of the Commission may apply to the Labour Court for an order setting aside the arbitration award...

...

(2) A defect referred to in subsection (1) means –

(a) that the commissioner –

(i) committed misconduct in relation to the duties of the commissioner as an arbitrator;  
(ii) committed a gross irregularity in the conduct of the arbitration proceedings; or  
(iii) exceeded the commissioner's powers; or

(b) that an award has been improperly obtained.'

<sup>3</sup> [2013] ZALAC 28; [2014] 1 BLLR 20 (LAC) (*Gold Fields*).

<sup>4</sup> *Gold Fields* above at para 18.

whether he or she dealt with substantial merits of the dispute and whether the decision is one that another decision maker could reasonably have arrived at based on the evidence.<sup>5</sup> In short, when an arbitrator fails to have regard to the material facts it is likely that he or she will arrive at a decision that is unreasonable. Similarly, where an arbitrator fails to follow proper process he or she will arrive at an unreasonable outcome. However, the LAC emphasised that this is to be considered on a totality of the evidence and not a fragmented piecemeal analysis.<sup>6</sup>

The arbitrator's findings are reasonable

[12] The arbitrator correctly identified the issue in dispute in determining the substantive fairness of Professor Ravinder's dismissal, namely whether his conduct was dishonest and amounted to misappropriation. In particular, the question was whether, during the period December 2019 to February 2020, he submitted reimbursement claims for hotel accommodation that were fraudulent or constituted a misrepresentation.<sup>7</sup>

[13] In determining that issue, the arbitrator adopted the following approach:

13.1 He had regard to the applicable legal principles,<sup>8</sup> namely, that in the employment context, a premium is placed on honesty, as dishonest conduct undermines the trust relationship on which the employment relationship is founded.<sup>9</sup> Dishonesty need not amount to a criminal offence, but includes any act or omission involving deceit, including false statement or misrepresentation.<sup>10</sup>

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<sup>5</sup> *Ibid* at para 20.

<sup>6</sup> *Ibid* at para 21.

<sup>7</sup> Arbitrator's award at paras 6 – 7.

<sup>8</sup> Arbitrator's award, at para 48, citing Grogan, *Dismissal* (Juta & Co Ltd, 2012) at 188

<sup>9</sup> *SA Post Office v Commission for Conciliation, Mediation and Arbitration & Others* (2011) 32 ILJ 2442 (LAC) at para 34; *SAPPI Novoboord (Pty) Ltd v Bolleurs* (1998) 19 ILJ 784 at para 7.

<sup>10</sup> See *SA Society of Bank Officials & Another v Standard Bank of SA & Others* (2022) 43 ILJ 1794 (LAC) at para 17.

13.2 He further undertook a careful evaluation of the evidence by the respective parties, which he summarised and evaluated as follows:

13.2.1 On 26 November 2019, Ms Molete<sup>11</sup> received an email from Professor Ravinder requesting that accommodation be booked for him. Upon examining the quote for accommodation in the amount of 25 000 Indian Rupees, she noted that it was for two adults and two children. She informed Professor Ravinder that the University only paid for its employees, and that, if his family were to accompany him, he would be liable for the additional cost. Professor Ravinder then telephoned her and stated that, whether the invoice reflected accommodation for one person or four persons, the amount would be the same. He thereafter sent an amended invoice describing the accommodation as being for a single person, although the amount remained unchanged. The arbitrator found this evidence demonstrated an intention on Professor Ravinder's part to claim not for himself, but also for his family. The submission of a claim for hotel accommodation that included his family was, on that basis, improper.<sup>12</sup>

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<sup>11</sup> At the material time, Ms Molete was employed as an accountant in the Faculty of Economic and Management Sciences

<sup>12</sup> Arbitrator's award, paras 52 – 53.

13.2.2 Ms Moolman<sup>13</sup> requested Professor Ravinder to provide proof that he had reimbursed the relevant universities for his accommodation, in the form of cash slips or his bank statements. Professor Ravinder did not provide cash receipts. In addition, Ms Moolman only saw his wife's bank statements during the arbitration hearing. There was accordingly no record of the payment made by Professor Ravinder to the various hotels. At the time, Professor Ravinder addressed an email to her in which he stated that he made cash payments, and that whenever he travelled, he carried cash in the form of Dollars, Euros, Rupees and Rands.<sup>14</sup>

13.2.3 Mr Motara<sup>15</sup> investigated Professor Ravinder's claims and found that the relevant invoices had been paid by the organisers of the conferences, not by Professor Ravinder. Professor Ravinder was unable to produce any cash slips or other proof to substantiate his assertion that he had reimbursed them in cash.<sup>16</sup>

13.2.4 Professor Ravinder's version — that he paid his accommodation in order to secure a waiver of his registration fee — was inherently improbable, particularly in

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<sup>13</sup> At the material time, Ms Moolman's job was to process finances for the Business School.

<sup>14</sup> Arbitrator's award at paras 19 – 20, 55

<sup>15</sup> At the material time, Mr Motara was employed as the Internal Audit Manager

<sup>16</sup> Arbitrator's award at paras 12 – 17, 56. Mr Motara testified that this conclusion was supported by the invoices themselves, which reflected payments by those organisers, and confirmed by correspondence with the organisers/hotels themselves.

circumstances where he had been invited to attend the conferences. Moreover, the invoices themselves reflected that his accommodation was paid by the conference organisers, consistent with the position in respect of the other 17 conferences he attended.<sup>17</sup>

13.2.5 The evidence adduced by Professor Ravinder in support of his version — both *vive voce* and by way of affidavit — was unpersuasive. It was not supported by any documentary proof and was, in material respects, inconsistent with the contemporaneous documentary evidence, in particular the hotel invoices. It was also inherently improbable that Professor Ravinder would have settled his accommodation by reimbursing third parties in cash after checking out, rather than paying the hotels directly.<sup>18</sup>

[14] The arbitrator accordingly found the University's version to be more probable than that of Professor Ravinder, on the basis that it was consistent with the objective, contemporaneous evidence, whereas Professor Ravinder's version was not.<sup>19</sup> On the totality of the evidence, that conclusion was reasonable.<sup>20</sup>

#### The grounds of review

[15] The grounds of review impermissibly adopt a piecemeal approach to the evidence, isolating discrete aspects for criticism while ignoring the evidentiary matrix as a whole and, in certain instances, misconceiving the

<sup>17</sup> Arbitrator's award at paras 57 – 60.

<sup>18</sup> Arbitrator's award at paras 61 – 67.

<sup>19</sup> Arbitrator's award at para 67.

<sup>20</sup> See *Stellenbosch Farmers' Winery Group and Another v Martell et Cie and Others* 2003 (1) SA 11 (SCA) at para 5.

evidence. This is precisely the approach cautioned against by the Labour Appeal Court, which has emphasised that a review court must assess the totality of the evidence in determining the reasonableness of an award.<sup>21</sup>

[16] In the first ground of review, Professor Ravinder contends that the arbitrator failed to take relevant evidence into account. He relies on Ms Moleté's evidence that she was unable to confirm whether his family accompanied him, and that she did not investigate this issue. This contention is misplaced. The arbitrator did not find that Professor Ravinder's family in fact accompanied him to the conference; rather, he found that Professor Ravinder intended to claim accommodation costs in respect of them. That finding was reasonable on the basis of Ms Moleté's evidence and the contemporaneous documentary material. In any event, the arbitrator's ultimate finding of dishonesty did not turn on this issue, and any error in this regard would not be material. It was based on the finding that Professor Ravinder claimed reimbursement for accommodation expenses that had in fact been paid by the organisers of the relevant conferences. On a proper assessment of the totality of the evidence, that finding was reasonable.

[17] In the second ground of review, Professor Ravinder contends that the arbitrator committed a reviewable irregularity by failing to consider his evidence regarding his clean disciplinary record and his contribution to the development of the University. That contention is unfounded. A proper reading of the award demonstrates that the arbitrator had regard to such evidence: he expressly referred to the evidence of Professors Van Romburgh and Meyer, who attested to Professor Ravinder being a hard-working and excellent employee.<sup>22</sup> Moreover, the arbitrator considered these factors in the context of sanction, and correctly recognised that, in cases involving dishonesty, even compelling mitigating factors such as long service and a clean disciplinary record do not preclude dismissal.<sup>23</sup> He further had

<sup>21</sup> *Gold Fields* above at para 18.

<sup>22</sup> Arbitrator's award at paras 23, 72.

<sup>23</sup> Arbitrator's award at para 69. See *Bidserv Industrial Products (Pty) Ltd v Commission for Conciliation, Mediation and Arbitration & Others* (2017) 38 ILJ 860 (LAC) at paras 33-36 and *Standard Bank of South Africa Ltd v v Commission for Conciliation, Mediation and Arbitration & Others* [1998] 6 BLLR 622 (LC) at paras 40-45, on which the arbitrator correctly relied.

regard to Professor Van Romburgh's evidence that Professor Ravinder's dishonest conduct had destroyed the trust relationship.<sup>24</sup>

[18] In the third ground of review, Professor Ravinder contends that the arbitrator failed to conduct the proceedings in a fair and impartial manner. In particular, he alleges that the arbitrator unduly assisted the University's representatives in the presentation of their case, while failing to afford him similar assistance. In support, he relies on an excerpt of the transcript in which the University's representative sought to object to evidence being given, and the arbitrator directed him to deal with the issue in cross-examination.<sup>25</sup> That intervention does not constitute assistance to the University in the presentation of its case. On the contrary, it reflects a routine and permissible case-management direction aimed at ensuring the orderly conduct of the proceedings. It does not demonstrate bias, partiality, or any unfairness on the part of the arbitrator.

[19] The grounds of review are accordingly without merit and fall to be dismissed.

### Conclusion

[20] Professor Ravinder's application to review and set aside the award is dismissed.

[21] In relation to costs, this Court has a broad discretion in terms of section 162 of the LRA to make orders for costs according to the requirements of the law and fairness. Unlike in the High Court, costs do not as a general rule follow the result.

[22] No facts have been placed before this Court that would justify ordering Professor Ravinder to pay the University's costs. I am therefore of the view that each party should pay its own costs.

### Order

1. The application is dismissed with each party to pay its own costs.

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<sup>24</sup> Arbitrator's award, para 70.

<sup>25</sup> Supplementary affidavit, paragraph 44, R: p 518, lines 3 – 21.

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N Lewis

Acting Judge of the Labour Court of South Africa

LABOUR COURT

Appearances

For the Applicant: Advocate M F Jooste

Instructed by: Weyers & Lombaard Inc

For the First Respondent: Henk Wissing (Attorney)

LABOUR COURT