IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

JUDGMENT

Reportable/Not Reportable

Case No. 2026-082046

In the matter between:

FIDELITY SERVICES GROUP (PTY)LTD	**FIRST APPLICANT**
FIDELITY ADT (PTY) LTD	**SECOND APPLICANT**

and

ROBIN RICHARD GOVEIA	**FIRST RESPONDENT**
MACH 1 SECURITY CC	**SECOND RESPONDENT**

Coram: **MANCA AJ**

Heard: 20 April 2026

Delivered: 28 April 2026

ORDER

---

1 The application is heard as a matter of urgency.

2 The application is dismissed with costs, such costs to include the costs of counsel on scale C.

JUDGMENT

Manca AJ:

[1] The applicants are companies in the Fidelity Services group of companies. The first applicant is the holding company of some 31 companies operating throughout the Republic of South Africa ("the Republic") which companies offer a variety of security services in both the residential and commercial markets. The second applicant is one of those companies. It provides 24-hour armed response services and CCTV services to thousands of customers throughout the Republic.

[2] The first respondent was previously employed by the second applicant. He was employed in March 2017 and held positions in various geographical locations throughout the Republic until his resignation which took effect on 30 September 2025. For the last 15 months of his employment, he was employed as the second applicant's regional sales manager in the Western Cape. He appears to have extensive experience in the security industry as he commenced employment with ADT which later became the second applicant as far back as 2004.

[3] The second respondent has carried business for some 20 years in the Fish Hoek and Simonstown area of the Cape Peninsula referred to colloquially and by the parties as the Deep South. Until recently its primary business was the provision of guarding and technical services such as the installation and maintenance of alarm systems. It now also offers monitoring and response. It does not provide armed patrols.

[4] Shortly after the first respondent commenced employment with the second Applicant, he concluded a restraint of trade agreement ("the restraint") with the first applicant and some 32 of its subsidiaries and associates which included the second applicant.

[5] This is an urgent application in which the applicants seek to enforce the restraint. The first respondent opposes the application. No relief was sought against the second respondent unless it opposed the application. It did not oppose the application. The applicants and the first respondent agreed that the application was urgent, and the application was enrolled and heard as such.

[6] In terms of the restraint the first respondent agreed, *inter alia*, not to being engaged or concerned directly or indirectly in a business similar to that of the second applicant or in a business which competes with the second applicant.

[7] He also undertook that subsequent to the termination of his employment he would not directly or indirectly canvas for or elicit any business from existing customers of the second applicant and that for an indefinite period thereafter he would not disclose any of the second applicant's confidential information which information was to include but not be limited to the second applicant's trade secrets, business methods and techniques and the identity of the second applicant's customers or suppliers.

[8] The restraint was to operate for a period of three years from the termination of his employment and was to apply throughout the whole of the Republic.

[9] Although the first respondent does not identify when he first became associated with the second respondent it appears from a company search that he acquired a membership interest in the second respondent on 10 December 2025 and that he informed Mr Frankie Dos Reis, an executive of the second applicant, in November 2025 that he was working with the second respondent.

[10] Notwithstanding this, the applicants' attorney wrote to the first respondent on 6 February 2026. In the letter they recorded that it had come to the attention of the applicants that in breach of the restraint, the first respondent had become employed or was acting in association with the second respondent. The letter also recorded that it had been brought to the applicants' attention that the first respondent was approaching the applicants' customers and employees in an attempt to elicit their business or employment. The applicants' sought the first respondent's written confirmation that he would cease his association with the second respondent and that he would hold himself to the confidentiality agreement.

[11] On 16 February 2026 the first respondent's attorney replied on his behalf. In that letter, and through his attorneys, he alleged that neither he nor the second respondent had approached the applicants' clients and employees in an attempt to solicit their business or employment. He advised that he did not possess any of the applicants' confidential information but nevertheless confirmed that he would not disseminate or distribute any such information to any third party. He also undertook that, for the duration of the restraint, he would not elicit or induce any of the applicants' employees or existing customers away from the applicants.

[12] The applicants accepted these undertakings and took no further steps in the matter.

[13] On 2 April 2026 it came to the attention of Mr Robert Dale, the second applicant's national sales executive, and the deponent to the founding and replying affidavits, that the second respondent sought to launch a monitoring and response service as part of its business. He contended that as the second respondent had never previously provided such a service it was plain to see that the second respondent was *"using Mr Goveia's* ***knowledge and experience gained through his employment with Fidelity ADT*** *as well as Fidelity ADT's proprietary information and know-how to springboard into a new business which competes directly with Fidelity ADT"*. (my emphasis)

[14] As a consequence of this new development the applicants launched this application to enforce the restraint.

[15] Contracts in restraint of trade are valid. Their enforcement however may be contrary to public policy and unenforceable if when they are sought to be enforced the enforcement thereof is unreasonable.[1] Whether the enforcement of a restraint of trade agreement is reasonable is dependent, in the first instance, upon whether the party wishing to enforce the restraint has an interest that deserves protection.[2]

[1] Basson v Chilwan 1993 (3) SA 742 (A) at 767E-I
[2] Ibid at 767G-H

[16] Mindful of this requirement, Mr Dale in his founding affidavit set out what M*r Bosch*, who appeared for the first respondent, described as a litany of protectable interests.

[17] Under the heading of *"Protectable interest and Customer Connections"* Mr Dale contended that during the first respondent's employment with the second applicant he gained experience in and the know-how of the second applicant's business in some 22 listed categories.

[18] These categories included the first respondent's knowledge and understanding of branch management; people management skills; knowledge and understanding of health and safety; proprietary information relating to response and monitoring (without explaining what constituted such proprietary information); profit margins; management of sales; technical installation, technical servicing, sales and pricing structures and knowledge of ongoing and maintained customer and industry connections.

[19] The protectable interests of an employer worthy of protection are essentially of two kinds. The first kind consists of the relationships with customers, potential customers, suppliers and others that go up to make what is referred to as the "trade connection" of the business. The second kind consists of confidential matter which is useful for the carrying on of the business and which could be used by a competitor, if disclosed to him, to gain a relative competitive advantage. Such information is often referred to as "trade secrets".[3]

[20] In argument Mr. *Lennox*, who appeared for the applicants, submitted that the first respondent's knowledge of the second applicant's profit

[3] Sibex Engineering Services (Pty) Ltd v Van Wyk 1991 (2) SA 482 (T) at 502E-F

margins and customer connections was information which was worthy of protection and justified the enforcement of the restraint.

[21] In his answering affidavit the first respondent pointed out that the second applicant's day-to-day operations are specific to its armed response model which require firearm based patrols and a national fleet deployment, centralised billing systems which are tied to its corporate structures and large-scale subscriber management across thousands of clients.

[22] On the other hand he pointed out that the second applicant operates under a different model. It does not have armed patrols and provides non-lethal community oriented monitoring. It has transparent locally structured pricing tailored to community schemes rather than national billing systems and has only two vehicles, compared to the second applicant's thousands of customers and large vehicle fleet with the result that their respective operational efficiency and resource allocation are entirely different in scale and application.

[23] Whilst it is so that the applicants profit margins are confidential to it there is no evidence to suggest that the first respondent's knowledge of the profit margins generated by a company providing armed response security throughout the Republic and which has thousands of clients, a fleet of vehicles and many employees gives the second respondent a relative competitive advantage vis-vis the applicants.

[24] In the absence of such evidence I am not satisfied that the first respondent's knowledge of the applicants profit margins is worthy of protection.

[25] It is also so that the first respondent, whilst in the second applicant's employ, had access to the second applicants customer lists, which would have included the second applicant's customers in the Deep South.

[26] The first respondent's evidence was that he was responsible for sales managers in the south of the Western Cape Province. He had no direct dealings with customers in the Deep South nor with any of the key role players in that part of the Cape Peninsula during his employment at the second applicant. His evidence was supported by two affidavits from persons actively involved in community policing in the Deep South.

[27] In order to rely on a trade or customer connection as a protectable interest the connection or relationship must be such that the former employee has knowledge of and influence over the customers of his former employer that would enable him to take advantage thereof.[4]

[28] There is no evidence to suggest that the second respondent had personal knowledge or influence over the second applicant's customers in the Deep South to the extent that those customers would leave the second applicant in order to obtain the services of an armed response company which was associated with the first respondent.

[29] I should also add that until fairly recently the second respondent provided repair services in respect of alarm systems which were tied to the second applicants armed response services. This relationship has now ended. It stands to reason that as a consequence of this relationship the second respondent quite independently of the first respondent would have

[4] Rawlins and another v Caravantruck (Pty) Ltd 1993 (1) SA 537 (AD)

knowledge of the identity of some, if not all, of the second applicants customers in the Deep South.

[30] I agree with Mr Dale’s view that it is no coincidence that the first respondent has ventured into the monitoring and response business until the first respondent joined it. He is undoubtedly correct that the first respondent’s knowledge and experience of this type of business gained by him whilst employed by the second applicant and its predecessor is the driver behind the second respondent’s expansion. The first respondent’s knowledge and experience gained whilst in the second applicant’s second applicant’s employ however is not a protectable interest.[5] It is part of his life skills, and he cannot be interdicted from using them.

[31] I accordingly find that the applicants do not have a protectable interest worthy of protection under the restraint and the application must fail.

[32] I should add that had I found that the applicants enjoyed an interest worthy of protection under the restraint I would not have restrained the first respondent from carrying out the restricted activities for a period of three years. There was no evidence from the applicants indicating the extent to which the applicants businesses would be negatively impacted by the competitive advantage obtained by the second respondent in employing the first respondent. Had I been called upon to enforce the restraint I would not have enforced it for a period of longer than six months.

[33] I accordingly make the following order:

[5] Highlands Park Football Club Ltd v Viljoen 1978 (3) SA 191(W) as but one authority for this proposition.

1. The application is heard as a matter of urgency.

2. The application is dismissed with costs, such costs to include the costs of counsel on scale C.

B J MANCA

ACTING JUDGE OF THE HIGH COURT

Appearances:

For applicant:	M.A. Lennox
Instructed by:	Hinrichsen Attorneys
For first respondent:	C.S. Bosch
Instructed by:	Justine Del Monte and Associates