

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA

Case Number: 114297/2026

(1)	REPORTABLE: NO/YES
(2)	OF INTEREST TO OTHER JUDGES: YES/NO
(3)	REVISED: YES/NO
10/6/2026	[REDACTED]
DATE	SIGNATURE

In the matter between:

**VIKING MEDICAL & SURGICAL (PTY) LTD**

First Applicant

**VIKING BCT (PTY) LTD**

Second Applicant

and

**WEIDEMAN NATASHA**

Respondent

*This judgment is prepared and authored by the Judge whose name is reflected as such and is handed down electronically by circulation to the parties / their legal representatives by email and by uploading it to the electronic file of this matter on CaseLines. The date for handing down is deemed to be 10 JUNE 2026.*

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**JUDGMENT**

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**MAKHOBA J**

1. The First Applicant is the Respondent's former employer. The Second Applicant, Viking BCT (Pty) Ltd, was only incorporated on 1 July 2016, one day after the restraint was concluded.
2. The Applicants seek urgent final interdictory relief which would, in substance, compel the Respondent to terminate or suspend her employment with Terumo until 30 April 2026.
3. The Respondent, Ms Natasha Weideman, opposes this application in its entirety and requests that it be dismissed with costs as will be discussed below.
4. The Respondent resigned from the First Applicant and is now employed by Terumo. Terumo is a supplier to the Applicants. Terumo also is a major player and direct seller of medical equipment.
5. Terumo and the Second Applicant have an EDA (Exclusive Distributor Agreement). Terumo has indicated that it will abide by the decision of the court.
6. It is common cause that the Respondent signed a written contract of employment containing a restraint of covenant. The restraint prohibits the Respondent, for a period of 12 months following termination of employment, from being associated in any manner whatsoever with any person, company or business entity operating in the medical manufacturing, sale or distribution field within the Republic of South Africa. The Respondent occupied a position of a senior management role as business unit manager.
7. In that position she had access to internal pricing, customer pricing and discount floor pricing.
8. It is argued on behalf of the Applicants that, the Respondent's employment by Terumo is a classic case of Springboarding where a departing employee using

- their former confidential information, trade secrets, or client relationships to quickly launch or advance a competing business.
9. Counsel for the Applicant argued further that particular emphasis must be placed on the SANBS tender, valued at approximately R650 Million over five years.
  10. In this tender, the Respondent was involved in the tender process and has insight into pricing. She was also involved in variables, negotiables discount ranges and internal margin tolerances. According to the Applicant, this information is confidential and commercially sensitive.
  11. It was contended by the Respondent that her role at Terumo is to support Terumo's distributor network in Southern Africa, including Viking, and not to compete with Viking in the South African market. According to the Respondent, no confidential information has been identified by the Applicant.
  12. The Respondent further contended that Terumo is not presently a competitor because of the Exclusive Distribution Agreement.
  13. It is trite law that the Applicant must prove the provisions of the contract and the breach thereof. The Respondent must then prove on a preponderance of probabilities, that it will be unreasonable to enforce the restraint<sup>1</sup>.
  14. A restraint of trade is unreasonable where it does not protect a proprietary interest but suppresses competition or excludes an employee from the market<sup>2</sup>.
  15. In Reddy v Siemens<sup>3</sup> paragraph 17 the following was said "*An agreement in restraint of trade is concluded pursuant to 'law of general application' referred*

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<sup>1</sup> Magna Alloys and Research (SA) (Pty) Ltd v Ellis 1984 (4) SA 874 (A) at 893-894.

<sup>2</sup> Basson v Chilwane and Others 1993 (3) SA 742 (A) at par 767 E-F, Reddy v Siemens Telecommunications (Pty) Ltd 2007 (2) SA 486 (SCA) and Vumatel (Pty) Ltd v Majra and Others (2018) JOL 40494 (2C).

<sup>3</sup> Id Par 17.

*to in s 36(1). What is meant by this expression includes the law in the general sense of the legal system applicable to all which, in this case, consists of the corpus of law generally known as 'the law of contract' and which allows for contractual freedom and the conclusion of agreements pursuant thereto. The four questions identified in Basson comprehend the considerations referred to in s 36(1). A fifth question, implied by question (c), which may be expressly added, viz whether the restraint goes further than necessary to protect the interest, corresponds with s 36(1) requiring a consideration of less restrictive measures to achieve the purpose of the limitation. The value Judgment required by Basson necessarily requires determining whether the restraint or limitation is 'reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom'.*

16. It is trite law that urgency is underpinned by absence of substantial redress in due course. In the restraint of trade proceedings, the relief sought is to curb ongoing unlawful action which renders the matter urgent<sup>4</sup>.
17. In my view the Applicant had proven that the Respondent had access to confidential information and there is reasonable possibility that the information could be used to the Applicant's prejudice.
18. Moreover, the Applicants acted quickly after learning of the Respondent's intended employment.
19. It is further my view that, the Respondents are correct in holding the Respondent to her contractual undertaking.

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<sup>4</sup> East Rock Trading 7 (Pty) Ltd and Another v Egel Valley Granite (Pty) Ltd and Others [2011] ZAGPJHC 196 (23 September 2011) at Par [8] and Mokgalakwena Municipality v Provincial Executive Council, Limpopo and Others 2016 (4) SA 99 (GP) at Par 64.

20. The continuing breach by the Respondent constitute harm. The absence of substantial redress in due course renders the matter urgent. The Applicants are justified to act with necessary haste to mitigate the effects of the threat.

21. It is further my view that there is no other appropriate remedy.

22. I make the following order: -

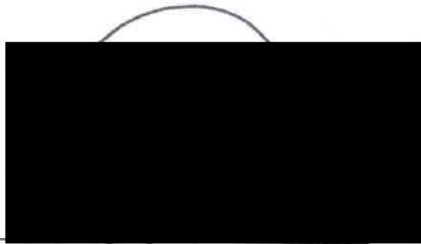
22.1. The matter is urgent.

22.2. The Respondent is restrained from –

(a) breaching clause 36.4 (inclusive of sub-clauses) of the employment contract as well as clause 7 of the specific restraint covenant between the First Applicant and the Respondent dated 30 June 2016.

(b) From continuing employment with the Terumo BCT Europe N.V. up to the termination of the restraint period on 30 April 2027.

22.3. costs against the Respondent on Scale B.



**D MAKHOBA**  
**JUDGE OF THE HIGH COURT**  
**GAUTENG DIVISION, PRETORIA**

**Date of Hearing** : 03 June 2026

**Date of Judgment** : 10 June 2026

**For the applicant** : Adv F.J. Labuschagne

**Instructed by** : Adams & Adams

**For the respondent** : Adv A.C. Diamond

**Instructed by** :