THE LABOUR COURT OF SOUTH AFRICA, CAPE TOWN

Reportable

Case No: 2025-060491

In the matter between:

ROTUNDA PROPRIETARY LIMITED **Applicant**

and

GANASEN SAM **Respondent**

Heard: **6 March 2026 with further heads of argument on 13 and 25 March 2026**

Delivered: **1 July 2026**

This judgment was handed down electronically by circulation to the parties' legal representatives by email, publication on the Labour Court website and release to SAFLII. The date and time for handing down judgment is deemed to be 10h00 on 1 July 2026.

JUDGMENT

DE KOCK, AJ

Introduction

[1] This is an application for an order declaring the respondent, Mr Ganasen Sam, to be in contempt of an order granted by Acting Justice Cithi on 11 June 2025. That order, taken by agreement between the parties, embodied a 12-month restraint of trade in favour of the applicant, Rotunda Proprietary Limited (*"Rotunda"*), to operate within the Western Cape Province from 7 February 2025. The applicant contends that the respondent breached the order on two occasions: first, in May 2025, by approaching an entity it identified as Future Stationery and Cleaning Essentials CC; and second, in October 2025, by soliciting business from Access Office Solutions (Pty) Ltd (AOS) in respect of so-called Q-Matic ticket rolls. Both entities are listed on Annexure "CO1" to the consent order.

[2] The application was launched on 19 December 2025. It came before Lagrange J on 20 January 2026, who on the *ex parte* papers issued a rule *nisi* calling on the respondent to show cause why he should not be declared in contempt. The return day was 30 January 2026. On that day the respondent appeared, unrepresented. This court postponed the matter, granted leave for the respondent to obtain legal representation, ordered the filing of supplementary affidavits, and referred the wilfulness and *mala fides* leg to oral evidence.

[3] On 6 March 2026 the matter was argued in part and oral evidence was heard. Mr Francois Bruyns testified for the respondent, called to support the defence advanced in respect of the first breach. The respondent himself thereafter took the stand and was cross-examined. At the conclusion of the evidence this court reserved judgment with directions for the filing of further heads of argument. The applicant filed supplementary heads of argument on 13 March 2026, and the respondent filed heads of argument on 25 March 2026.

[4] There are two features that shape the analysis of this judgment. The first is that the underlying restraint of trade has, by effluxion of time, expired. The restraint ran for 12 months from 7 February 2025 and came to an end on 7 February 2026, i.e., before oral evidence was heard on 6 March 2026 and well before this judgment. The coercive dimension of contempt, i.e., compelling future compliance, had

accordingly fallen away and what remains is the vindication of the authority of this court. The second is that the applicant seeks, in the alternative, the committal of the respondent to imprisonment. Because committal is sought, this court approaches the matter on the criminal standard of proof, which is in any event the standard most protective of the respondent.

The order and common cause

[5] The consent order of 11 June 2025 restrains the respondent, for a period of 12 months from 7 February 2025 and within the Western Cape Province, from: (i) being interested, engaged or concerned or employed in any capacity, whether directly or indirectly, and whether in his personal capacity or through another entity which sells products or renders services that compete with the products or services supplied by the applicant to any of the customers contained on the list attached marked "CO1"; (ii) soliciting the business from any of the applicant's clients for products or services supplied by the applicant, selling products sold by the applicant to any of the applicant's clients, rendering services rendered by the applicant to any of the applicant's clients or inducing any of the applicant's clients (identified on annexure "CO1") to discontinue its relationship with the applicant or reduce the scope and extent of such relationship; (iii) encouraging or enticing or persuading any employee of the applicant to terminate his or her employment with the applicant (and whether for himself or any entity in which he is directly or indirectly interested or engaged in any capacity); (iv) disclosing, or utilising, the applicant's confidential information for his personal benefit or for the benefit of any entity with which he is directly or indirectly associated or any third party, whatsoever; (v) and disclosing the contents of annexure "CO1".

[6] Annexure CO1 lists various customer entities. Among them are Access Office Solutions, which appear as item 2, and Future Stationery, which appear as item 122. The status of each as a listed customer is not, as such, in dispute.

[7] The first two elements of contempt are admitted. The respondent admits the existence of the order and admits that he had knowledge of it. The respondent in

fact consented to the order in person. What is disputed between the parties is whether there was non-compliance with the order, and whether any non-compliance, if any, was wilful and *mala fide*. Those are the questions to which the bulk of this judgment is directed.

The legal framework

[8] Civil contempt is the wilful and *mala fide* refusal to comply with an order of court. It is brought by notice of motion, in civil form, but the consequences of a finding of contempt may include imprisonment. Its dual purpose is the vindication of the court's authority and, where appropriate, the coercion of compliance.[1]

[9] The applicant must establish that there was a court order, that the respondent had service or knowledge of it, that there was non-compliance with it, and that the non-compliance was wilful and *mala fide*. Where the applicant proves the first three elements beyond any reasonable doubt, the evidentiary burden shifts to the respondent to lead evidence which raises a reasonable doubt as to whether the non-compliance was wilful and *mala fide*. If the respondent fails to discharge that burden, the requisites of contempt are taken to have been established beyond reasonable doubt. *Fakie* was unequivocal that the respondent does not bear a legal burden to disprove wilfulness and *mala fides*; he needs only to adduce evidence sufficient to raise a reasonable doubt.

[10] The standard of proof depends on the relief sought.[2] Where the relief sought bears on the respondent's freedom and security of the person, whether by committal or by a fine, the criminal standard of proof beyond reasonable doubt applies to all four elements. Where the relief carries no such consequence, such as a declarator, a

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[1] *Fakie NO v CCII Systems (Pty) Ltd* 2006 (4) SA 326 (SCA).
[2] *Matjhabeng Local Municipality v Eskom Holdings Ltd and Others; Mkhonto and Others v Compensation Solutions (Pty) Ltd* [2017] ZACC 35; 2017 (11) BCLR 1408 (CC); 2018 (1) SA 1 (CC) at para 67. The standard of proof turns on the remedy; where the relief sought may affect the respondent's liberty (committal, or a suspended committal capable of activation, or a fine) the criminal standard applies; civil remedies short of committal such as a declarator, a *mandamus*, or a structural interdict that do not have the consequence of depriving an individual of their right to freedom and security of the person, may be established on a balance of probabilities.

mandamus or a structural interdict, the civil standard of proof on a balance of probabilities applies to wilfulness and *mala fides*. The applicant fixes the standard by the relief that it seeks. Committal is sought in this matter as part of alternative relief, and a fine is in any event among the sanctions this court may impose, each of which attracts the criminal standard. This court accordingly determines the application on the criminal standard. That is the standard most favourable to the respondent and the standard which best protects the respondent's constitutional interests under section 12 of the Bill of Rights.[3]

[11] The applicant's case in motion proceedings is to be evaluated against the framework articulated in *Plascon-Evans Paints (TVL) Ltd v Van Riebeeck Paints (Pty) Ltd.*[4] Where there is a genuine dispute of facts on the papers, the version of the respondent ordinarily prevails. But the rule is not absolute. As affirmed in *Wightman t/a JW Construction v Headfour (Pty) Ltd and Another*[5], the respondent must seriously and unambiguously address the fact said to be disputed; a bare denial, or a version that is far-fetched, untenable or palpably contradicted by documentary evidence, will not generate a real, genuine and *bona fide* dispute of fact. In contempt proceedings the same principle applies with the rider that this court has heard oral evidence on the disputed leg of wilfulness and *mala fides*. The credibility findings made on that evidence are not subject to *Plascon-Evans* constraints.

[12] There are two further principles that bear emphasis in this judgment. Mere disobedience is not enough; the disobedience must be *contumacious*. As the Constitutional Court put it in *Pheko and Others v Ekurhuleni Metropolitan Municipality (No 2)*[6], a finding of contempt depends on a deliberate and intentional violation made in bad faith. A respondent who genuinely, even if wrongly, believed

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[3] *Fakie at paras 24-25*.
[4] [1984] 2 All SA 366 (A); 1984 (3) SA 623 (A).
[5] [2008] 2 All SA 512 (SCA); 2008 (3) SA 371 (SCA) at para 13.
[6] [2015] ZACC 10; 2015 (5) SA 600 (CC); 2015 (6) BCLR 711 (CC) at paras 32-37.

his conduct fell outside the order is not in contempt; a respondent who knew his conduct was prohibited and proceeded anyway plainly is.

[13] This court will first deal with the alleged breach concerning Future Stationery and Cleaning Essentials, then with the alleged breach concerning AOS, and then with the question of wilfulness and *mala fides*. The appropriate sanction is dealt with at the conclusion of this judgment.

The first alleged breach: Future Stationery / Future Products

[14] The applicant's case is set out in the founding affidavit of Ms Michelle Robson, its Chief Executive Officer. It says that, on or about 23 May 2025, the respondent approached Future Stationery and Cleaning Essentials with a view to soliciting business in direct competition with Rotunda. As stated above, Future Stationery and Cleaning Essentials appear on Annexure CO1 attached to the court order of 11 June 2025. The applicant says it became aware of the conduct from email correspondence inadvertently sent to the respondent's old Rotunda email address by Mr Francois Bruyns, who appears in Rotunda's database as the longstanding contact for Future Stationery. The applicant's attorneys, in a letter of 24 June 2025, placed the respondent on terms. The respondent replied to the letter and the applicant did not at that stage proceed with a contempt application, as it took the view that the respondent had been warned.

[15] In its replying affidavit the applicant amplifies its case in two respects. First, it relies on a tax invoice dated 3 July 2025 issued by "Future Stationery and Cleaning Essentials" in respect of goods purchased by Rotunda, with a billing email address and website that match those used by what the respondent calls Future Products. Second, it relies on a company search showing that Mr Bruyns resigned as a director of Future Products and Cleaning Essentials (Pty) Ltd on 17 March 2025, some two months before the alleged May 2025 dealings on which the respondent relies. The applicant's submission is that the names "Future Stationery" and "Future Products" are, on the evidence, used interchangeably for one and the same commercial activity, with the same contact details, email address and

website; that what Annexure CO1 protected was the customer relationship, not a particular juristic person.

[16] The respondent denies the breach. He says that the entity he dealt with was Future Products and Cleaning Essentials (Pty) Ltd, a different juristic person not listed on CO1. He attached to his answering affidavit a confirmatory affidavit of Mr Bruyns to that effect.

[17] Mr Bruyns testified. His evidence under cross examination did not establish a clear division between Future Stationery (a close corporation listed on CO1) and Future Products (a private company that is not listed on CO1). On the contrary, the same email address, the same website and the same telephone number were used for both. The close corporation was a deceased estate in the course of being wound up following the death of Mr Bruyn's father and the business of the close corporation had been taken over and operated under the Future Products name from around March 2025. Mr Bruyn's difficulty was that he could not say, in any clear or articulate way, where the one entity ended and where the other entity began. His evidence established that, in May 2025, there was for all practical purposes a single business operating under two names.

<u>The threshold difficulty that the conduct predates the court order</u>

[18] There is a difficulty with the applicant's reliance on the alleged breach in relation to Future Stationery and / or Future Products that this court must address before dealing with the merits of the alleged breach. The difficulty is this: contempt of court is the wilful and *mala fide* disobedience of an existing order of court. It presupposes an order capable of being disobeyed at the time of the conduct complained of. The order said to have been disobeyed is the consent order of 11 June 2025. The conduct relied upon under this leg, i.e., the approach to Future Stationery, occurred

on or about 23 May 2025. The conduct in question therefore predates the court order by some weeks.[7]

[19] The fact that the restraint is expressed to run from 7 February 2025 does not assist the applicant here. The restraint and the order are not the same thing. The restraint is a consensual obligation; the order is the court's command. A respondent may breach the underlying restraint without being in contempt, because contempt attaches to disobedience of the court's command, not to the breach of the parties' agreement in the contract of employment. Conduct preceding the command can never be disobedience of a court order. Contempt is measured only by what the respondent did after the order was granted and had come to the respondent's notice. Whatever the May 2025 approach may have been, and this court is of the view that it was indeed a breach of the restraint, it cannot constitute contempt of an order that did not yet exist.

[20] The only communication under this alleged breach that postdates the order is Mr Bruyns' email of 17 June 2025. But that was a communication from Mr Bruyns to the respondent, enquiring about prices and invoices. It was not a solicitation by the respondent of a listed customer based on the evidence placed before this court. The communication from Mr Bruyns does not convert the pre-order conduct into a post-order breach of the court order.

[21] This conclusion accords with the applicant's own position as finally argued. In its supplementary heads of argument, the applicant records that the order, though granted on 11 June 2025, operates "retrospectively and with effect from 7 February 2025". It then accepts, in terms, that "for the purposes of contempt" the May 2025

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[7] Contempt is the "deliberate, intentional (i.e. wilful) disobedience of an order granted by a court": *Consolidated Fish Distributors (Pty) Ltd v Zive and Others* 1968 (2) SA 517 (C) at 522B, a definition adopted in *Secretary of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State v Zuma and Others* [2021] ZACC 18; 2021 (5) SA 327 (CC). The requirement that the impugned conduct postdate the order is therefore a necessary incident of the definition of contempt: disobedience presupposes an external command. It is reinforced by the requisites identified in *Fakie* (above) at para 42(c); the order; service or notice; and non-compliance; and wilfulness and *mala fides*, none of which can be satisfied by conduct preceding the order.

conduct “occurred prior to the order”. The applicant does not press the Future Stationery episode as a free-standing contempt. It relies on it only as a matter going to the respondent’s credibility and state of mind, submitting that the episode “bears the mark of the man”. This court approaches the episode on the same footing. The May 2025 conduct cannot found a contempt of the order for the reasons set out above and its relevance, if any, is to the assessment of the respondent’s conduct on the second alleged breach.

[22] For this reason alone, the rule falls to be discharged on the Future Stationery breach. This court therefore declines to decide this breach on the merits given that the court order post-dates the breach. This court does, however, observe that even if the breach was to be assessed on the merits, the rule in respect of Future Stationery would still be discharged given the reasonable doubt generated by the existence of two separate juristic bodies although practically intertwined as per Mr Bruyns’ evidence.

The second alleged breach: AOS and the Q-Matic rolls

[23] This court now turns to the second alleged breach, which concerns the respondent’s dealings with AOS, the customer listed as item 2 on Annexure CO1. Its status as a listed customer is not in dispute. The applicant’s case, developed with the benefit of oral evidence, is that in September and October 2025 the respondent approached AOS and offered to supply it with a bespoke thermal paper solution, a Q-Matic ticket roll, and that in doing so he solicited a listed customer and offered both a product and a service that compete with those of the applicant.

[24] The competition is made out on two footings, products and services, and the distinctions on which the respondent relied to escape both did not survive his own evidence. As to products, he accepted that his business sells thermal paper; that he, like the applicant, imports the base paper in jumbo reels, there being no local manufacturer of thermal paper; and that what he called “locally manufactured” is in truth “locally converted”, which is what the applicant does. His attempt to distinguish his rolls by their core material and their availability in colour did not

survive either, the applicant supplying both plastic and recyclable cores and coloured rolls, and the sample the respondent himself delivered to AOS having a plastic core. His evidence that he supplies generic thermal rolls for restaurants, bars and events is difficult to reconcile with his account, in his affidavit, of a business confined to unique, bespoke products that very few can produce. As to services, the applicant's business includes the rendering of a bespoke conversion service, the design and production of a thermal roll to a customer's specifications, which on the applicant's evidence made up the bulk of its 2024 sales. That is the very service the respondent offered AOS.

[25] The respondent's position in relation to AOS cannot be considered apart from his history with that customer. He accepted that, as the applicant's Production Director, he had personally led the applicant's research and development of an AOS Q-Ticket solution for Capitec on two occasions, in 2021 and again in 2023. He led the sourcing and testing of the paper, attended at Capitec to inspect the device, and led the development of the tear format, the contemporaneous correspondence recording that both a straight perforation and a crescent die cut would work, and by August 2023 had produced sample rolls on the applicant's equipment. He accepted that the applicant had, in the past, twice taken up the opportunity to develop and offer this solution for AOS and Capitec.

[26] The sample the respondent delivered to AOS in 2025 is telling. It matched the applicant's sample, and the Capitec specification, in the width of the roll, which he admitted was critical for compatibility with the device and which he knew only because he had led the development work. It carried the crescent tear edge, a tear format he had developed while employed by the applicant. It bore the black sensor marks and no logo, exactly as Capitec had stipulated. The correspondence between the respondent's 2025 sample and a specification known to him only by virtue of his employment with the applicant is the clear footprint of confidential information applied for his own benefit, and it engages the confidential information terms of the order directly.

[27] Whether the applicant would itself have supplied AOS again in 2025 was a matter the respondent denied, maintaining that Capitec had by then moved away from the Q-Matic device. This court's finding does not turn on any concession by the respondent, for he made none. It rests on the objective record. The applicant had twice developed and offered this very solution at the instance of AOS and Capitec; the respondent had led that work; and a bespoke thermal roll of this kind is the staple of the applicant's business. On that record there was, at the least, a reasonable possibility that the applicant would have responded to a fresh approach, and the evidence establishes that in September and October 2025 the respondent and the applicant were both in conversation with AOS about a bespoke solution. They were competitors for that business.

[28] The respondent placed weight on an email of 29 September 2025 in which, on his reading, the applicant recorded that, he having by then left its employ, it no longer held the test samples and would have to begin the work afresh and produce new samples for testing. That email does not assist the respondent. It was written in the course of the applicant's own renewed engagement with AOS about this very solution, and it records a readiness to restart the work rather than an abandonment of the AOS business. Whether the applicant was in a position to supply at that moment is not the test. The order forbids the soliciting of a listed customer and the rendering of a competing service, and a competitor obliged to remake its samples before delivery is a competitor still. The email confirms, rather than displaces, that in September and October 2025 both the applicant and the respondent were pursuing the same AOS business. The respondent's contention that he offered AOS a product the applicant would not supply is not made out.

[29] The respondent's remaining answers do not raise a reasonable doubt. His contention that the samples were not destined for Capitec, and that Capitec had by then abandoned the Q-Matic device, is contradicted by the messaging between the respondent and AOS, in which AOS records that the sample was dropped off with Capitec. That is difficult to reconcile with an assertion that Capitec had no further interest in the device. The respondent did not disengage from AOS even

after the applicant's attorneys had placed him on notice of the breach in November 2025; he continued to message AOS, and his message that he had "been set up" reads as the protest of a person aware that he had been caught, rather than the answer of someone who believed himself to be acting within the order. Nor does the respondent's disclosure to AOS raise a reasonable doubt as to his good faith. He opened his approach with the message "It's Sam here ex Rotunda", and his case is that he went on to disclose his restrained status at the outset of the meeting. Taken at its highest, that account does not establish an honest belief that the conduct was permitted. On his own version the disclosure was coupled with a request that AOS treat the approach with discretion, and, as the messaging shows, he continued to press AOS even after the applicant's attorneys had placed him on terms. A person who discloses that he is a former employee and subject to a restraint, yet in the same dealing asks the customer for discretion and persists after being warned, shows an awareness that his conduct was open to challenge rather than a genuine belief in its propriety. The disclosure does not, against the balance of his conduct, generate a reasonable doubt.

[30] Nor does it avail the respondent that no sale was concluded. The order does not prohibit only the conclusion of a sale. It prohibits the respondent from being concerned in a competing business, from soliciting the applicant's listed customers, and from rendering to them a service that the applicant renders. The respondent admitted that he approached AOS and offered it a bespoke solution, and that the meeting was at his instance and not at the request of AOS. The offer and the solicitation are themselves the conduct that the order forbids.

[31] The order and the respondent's knowledge of it are common cause, and non-compliance is established for the reasons stated above. The respondent appreciated, on his own evidence, that the purpose of the order was to keep him from competing for the applicant's listed customers. The evidential burden to raise a reasonable doubt as to wilfulness and *mala fides* therefore fell to the respondent, and he did not discharge it. His explanations were strained; they shifted between his answer to the demand and his evidence at the hearing; and they were

contradicted at the decisive points by his own contemporaneous record. Having been placed on terms by the applicant's attorneys in June 2025, the respondent could have been in no doubt about the scope of his obligations when he approached AOS some months later. His conduct was deliberate and in bad faith. On the criminal standard, this court is satisfied beyond reasonable doubt that the respondent breached the order in respect of AOS, and that he did so wilfully and *mala fide*. This court therefore finds the respondent in contempt of the court order in respect of the AOS breach.

Sanction

[32] Before turning to the form of sanction, this court notes, as stated above, that the hearing of oral evidence and this judgment postdated the expiry of the restraint. There is accordingly no longer any conduct to be coerced; the respondent cannot breach a restraint that has ended and an order compelling his future compliance would be directed at nothing. Counsel for the applicant fairly accepted that the coercive element of the relief has fallen away and that what remains is the punitive element, to be established beyond reasonable doubt.

[33] Committal, therefore, of the kind sought by the applicant in its notice of motion, is no longer competent. The date of suspension, as sought, has passed and the condition can no longer be performed or breached. The court's remaining task is therefore not to coerce but to vindicate, i.e., to mark the seriousness of wilful disobedience of the court order and to deter its repetition. The sanction must therefore be punitive in character and proportionate to that purpose.

[34] Contempt of court is a public wrong. A fine that may follow a finding of contempt is a punitive measure, payable to the State and not to the applicant. The fine vindicates the authority of the court, and it is not compensation. As the Constitutional Court emphasised in *Pheko*, the public interest in obedience to court orders is what the sanction exists to vindicate.

[35] It follows therefore that an applicant in contempt proceedings cannot, as part of the contempt order, recover damages from the respondent. Damages for the breach of a restraint of trade are a separate cause of action, proceeding on different pleadings and requiring the applicant to allege and prove actual loss. None of that is before this court.

[36] The relief sought in respect of this sum is pleaded inconsistently. The founding affidavit seeks payment of R384 165.00 as “damages”, calculated at three times the respondent’s former monthly cost to company, while the notice of motion casts the same amount as a fine. On neither footing can it be granted. As stated already, a fine is payable to the State and not to the applicant and damages are not competent to be granted in a contempt application. Insofar as the sum is pressed as a fine, the applicant’s reliance on three months’ salary has no rational connection with the gravity of the contempt or with any tariff for fines. In any event, R384 165.00 is, on any view a substantial sum, inappropriate for a respondent against whom a single breach is established, where no transaction occurred and no concrete loss has been demonstrated. The prayer accordingly must fail.

The appropriate sanction

[37] The respondent deliberately approached a key listed customer in the face of an order to which he had personally consented; he did so by offering a product that he himself developed while at the applicant; and he had been warned only months earlier. These facts weigh against the respondent. Weighing in favour of the respondent is that no transaction was concluded; no actual loss has been proven; this is a first finding of contempt against the respondent; and the restraint has now expired so that no continuing harm flows from any further breach. It is this court’s finding that the appropriate sanction for the respondent’s contempt is a fine of R50,000.00, payable to the State, alternatively imprisonment in the event that the respondent fails to pay the fine in accordance with this judgment.

[38] A fine of R50,000.00 properly marks the seriousness of a deliberate and previously warned breach of an order taken by consent. This court does not deem it proper

to suspend any part of the fine, or the alternative imprisonment, as suspension is directed at securing future compliance. There is no longer any obligation with which the respondent can be required to comply, the restraint having come to an end. Nor does this court impose an immediate and unconditional term of imprisonment as the primary sanction for a single proven breach, as that would be disproportionate to the contempt committed. The period of imprisonment recorded in the order operates only in default of payment, as the conventional consequence of non-payment of a punitive fine, and not as a measure directed at the now spent restraint.

Costs

[39] Costs in this court do not follow the result. Section 162 of the Labour Relations Act confers a discretion to be exercised according to the requirements of the law and fairness, having regard to the conduct of the parties.[8] The respondent wilfully and in bad faith breached an order to which he had personally consented, and met the contempt application with a defence that shifted and was contradicted by his own contemporaneous record. In law and fairness, that conduct justifies an order that he pays the applicant's costs. The seriousness of a deliberate contempt, and the manner of the respondent's opposition, further justify those costs, including the costs of counsel.

Order

[40] In the premises, the following order is made:

1. The rule *nisi* issued on 20 January 2026 is confirmed in respect of the AOS / Q-Matic rolls breach, and is discharged in respect of the Future Stationery / Future Products breach.

[8] *Zungu v Premier of the Province of KwaZulu-Natal and Others* [2018] ZACC 1; (2018) 39 ILJ 523 (CC).

2. The respondent is declared to be in contempt of the order of this court granted on 11 June 2025 by Acting Justice Cithi under the above case number, in respect of his dealings with Access Office Solutions (AOS).

3. The respondent is ordered to pay a fine of R50,000.00 to the State, payable to the Registrar of this court within 21 days of the service of this order.

4. Failing payment of the fine within the period stated in paragraph 3, the respondent is committed to imprisonment for a period of 30 days.

5. The respondent is ordered to pay the applicant's costs, including the reserved costs of the postponements, on Scale C, including the costs of counsel.

C de Kock

Acting Judge of the Labour Court of South Africa

Appearances:

For the Applicant:	C de Witt
Instructed by:	Harris Billings Attorneys
For the Respondent:	T Moore
Instructed by:	Borchards Attorneys Inc