

IN THE HIGH COURT OF SOUTH AFRICAGAUTENG DIVISION, JOHANNESBURGCASE NO: 2025/009388DATE: 28-07-2026

DELETE WHICHEVER IS NOT APPLICABLE
 (1) REPORTABLE: NO
 (2) OF INTEREST TO OTHER JUDGES : NO
 (3) REVISED



SIGNATURE

Date: 28 July 2026

In the matter between

10 RIRANDZU SHUMA

Plaintiff

and

ABSA BANK LIMITED

Defendant

J U D G M E N T E X T E M P O R E

WILSON, J: The plaintiff, Mr Shuma, sues the defendant, Absa Bank, for damages he says he suffered as a result of
 20 conduct to which he was subjected when he was Absa Bank's employee. The conduct appears in the main to be another ABSA employee's bullying and victimisation of Mr Shuma, causing him significant psychological harm compensable in Mr Shuma's estimation with just over R75 000 000. The substance of the claim seems to be that Absa failed to prevent that harm because it neglected, in breach of its contract with Mr. Shuma, to refer Mr. Shuma

for counselling. The claim as pleaded relies upon the proposition that a policy identified in the papers as the “My Contribution Group Policy” formed part of the employment contract between Absa and Mr Shuma and that it required that Mr. Shuma be given counselling services. Absa initially contended that the policy does not form part of the contract of employment. But I will assume in Mr. Shuma’s favour that it does.

ABSA takes exception to Mr Shuma's particulars of
10 claim. Although the exception as drafted is fairly broad, Ms Seegels-Ncube, who appeared for ABSA before me, very helpfully narrowed ABSA's complaint to a single argument. She pointed out that the parts of the “My Contribution” policy that Mr Shuma relies upon deal with ABSA's obligations in the event that one of its employees underperforms. If there is underperformance, the policy requires that the employee be given a reasonable period of time to improve their “contribution” during which time the appropriate direction, instruction, training, guidance or
20 counselling must be provided. It is the failure to provide this counselling upon which Mr Shuma stakes his case in the particulars that are presently before me.

On the face of the policy, the obligation to refer Mr. Shuma to counselling is only triggered when an employee underperforms. But Mr Shuma does not accept and certainly

does not plead that he had underperformed. His case as pleaded is rather that his damages resulted from victimisation, bullying, and other inappropriate conduct to which he was subjected by another employee. In those circumstances, the underperformance provisions of the policy simply do not on apply the face of the particulars.

It may of course be that the bullying caused underperformance, which then triggered the obligation to refer to counselling. But that is not Mr. Shuma's pleaded
10 case. Mr Shuma says he did not underperform at all. There is accordingly no causal link pleaded in the particulars of claim between Absa's failure to refer Mr. Shuma for counselling and the damage Mr. Shuma says he suffered.

In those circumstances, the exception is good. However, it is perfectly possible, perhaps even likely, that Mr Shuma does have some legally recognisable complaint against ABSA. Accordingly, Mr Shuma ought to be given an opportunity to amend his particulars. Mr Baloyi, who appeared for Mr Shuma, accepted that 10 days to amend Mr
20 Shuma's particulars of claim would be appropriate.

I turn now to the question of costs. Ms Seegels-Ncube asked for the costs of the exception on Scale B. In a case like this, however, it seems to me that Mr Shuma's complaints against ABSA, if they are legally cognisable, are sufficiently serious and complex to justify an order that the

costs of this exception be dealt with at trial.

For those reasons, the costs of this exception will be costs in the trial. Ms Seegels-Ncube handed up a draft, order which I have amended on these terms. That order is signed, dated, and marked X. I hand it down.



WILSON, J
JUDGE OF THE HIGH COURT
28 July 2026

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