
SOUTH AFRICA / JUDGMENT

Brandbase IT & Printing Solutions v Minister of Police (4966-2016) [2018] ZAGPPHC 484 (3 July 2018) [2018] ZAGPPHC 484

COURT

North Gauteng High Court, Pretoria

BEFORE

N. Janse Van Nieuwenhuizen

CASE / FILE NUMBER

4966-2016

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IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

REPUBLIC OF SOUTH AFRICA

(1)NOT REPORTABLE

NOT REPORTABLE

(2)NOT OF INTEREST TO OTHER JUDGES

NOT OF INTEREST TO OTHER JUDGES

(3)REVISED

REVISED

4966-2016

3/7/2018

BRANDBASE IT & PRINTING SOLUTIONSPlaintiff

BRANDBASE IT & PRINTING SOLUTIONS

MINISTER OF POLICEDefendant

MINISTER OF POLICE

JUDGMENT

- [1] The plaintiff claims payment from the defendant in the amount of R 429 675, 12 for services rendered to the defendant.
- [2] The only issue in dispute is whether the defendant acted on the instructions of the plaintiff when it made payment of the claimed amount to an entity known as AB Chairs Concept Pty Ltd("ABChairs").

Pleadings

- [3] On 18 June 2015 the plaintiff successfully quoted for the delivery of a Cell Cambi Door and Gate to the defendant. On 12 November 2015 the goods were delivered and the plaintiff submitted an invoice in the amount of R 429 675, 12 to the defendant, which invoice reflected the plaintiff's bank account details.
- [4] The defendant effected payment of the amount of R 429 675, 12 into the bank account of AB Chairs on 12 November 2015. The defendant pleaded that the aforesaid payment was made on the instructions of the plaintiff.

Evidence

- [5] The defendant had the duty to commence first and led the evidence of Colonel Bouwer, who was in command of the payment section of the defendant at the time.

[6] Mr Bouwer confirmed receipt of the goods by the plaintiff and further confirmed receipt of the invoice dated 12 November 2015. Mr Bouwer explained that the plaintiff at the time did not have a verified account on the supply database of the defendant. Payments for goods delivered could consequently not be made into the bank account of the plaintiff.

[7] In order to facilitate payment of the plaintiff's invoices, the plaintiff agreed to link its account on the supply database of the defendant with that of AB Chairs. Mr Bouwer referred to the document containing the instruction, which document is dated 29 May 2015 and addressed to: SAPS SUPPLY CHAIN DEPARTMENT - FINANCE DEPARTMENT. The instruction reads as follows:

"This letter state that I want my account BRANDBASE IT AND PRINTING SOLUTIONS WITH (V)ENDOR NUMBER: JG2FL to link with AB CHAIRS

CONCEPT (PTY) LTD OF VENDOR NUMBER: KKBBM

This is proof that I the both account to be linked base on the mutual understanding between both companies."(sic)

This is proof that I the both account to be linked base on the mutual understanding between both companies.

- [8] On the strength of the aforesaid written instruction, the defendant paid the amount reflected on the invoice into the bank account of AB Chairs.
- [9] Mr Bouwer also referred to a subsequent written instruction from the plaintiff to unlink the two accounts. This instruction is dated 15 December 2015 and is addressed to the same department as the previous written instruction. The plaintiff's bank account was thereafter verified on the system and all further invoices were paid into the bank account of the plaintiff.
- [10] Mr Bouwer explained that National Treasury verified bank accounts of suppliers for purposes of payment

by the defendant. The defendant did not have control over the verification process and was not authorised to make payment into a bank account that was not verified by National Treasury.

- [11] Mr Bouwer testified that during December 2015, representatives of both the plaintiff and AB Chairs attended at his office. Insofar as he could determine AB Chairs did not pay the money it received on behalf of the plaintiff

to the plaintiff. There was clearly animosity between the parties.

- [12] During cross-examination the instruction letter was not denied, but it was put to Mr Bouwer that

the instruction was in respect of a different invoice. Mr Bouwer pointed out that the instruction does not refer to an invoice number and confirmed that it was a payment instruction in respect of all monies due to the plaintiff.

- [13] This concluded the evidence on behalf of the defendant and the plaintiff called Mr Duyile to testify. Mr Duyile testified that he was not aware that the plaintiff's bank account was not verified. According to Mr Duyile the plaintiff on previous occasions rendered services to the defendant and payments were made into the plaintiffs bank account. This version was not put to Mr Bouwer and Mr Duyile could not produce any documentary proof in support thereof.
- [14] Mr Duyile admitted the written payment instruction dated 29 May 2015. According to Mr Duyile, AB Chairs owed the plaintiff money and the written instruction to link the two vendor accounts was given in order for the plaintiff to receive any money due to AB Chairs as repayment of the loan.
- [15] Needless to say, this version is in direct contrast to the version that was put to Mr Bouwer. Mr Duyile testified that when he made enquiries at the offices of the defendant in respect of the payment of the R 429 675, 12, he was told that the amount was paid. He disputed this and when he submitted proof of the plaintiffs bank account, it was discovered that the monies were not paid into the plaintiffs bank account.

[16] An employee of the defendant explained to him that the payment into AB Chairs' bank account was as result of the written payment instruction dated 29 May 2015. According to Mr Duyile's testimony, his response to this information was, quite surprisingly, "Okay, its fine".

Okay, its fine".

[17] Mr Duyile admitted that payments, in respect of further services rendered by the plaintiff, were made into the plaintiff's bank account after he submitted documents from the plaintiff's bank to the defendant during December 2015.

[18] During cross-examination Mr Duyile testified that the "unlinking" letter dated 15 December 2015 was written after he realised that the defendant misunderstood the instruction dated 29 May 2015. That concluded the evidence on behalf of the plaintiff.

Evaluation of evidence

[19] Mr Bouwer was an impressive witness. His evidence pertaining to the verification of a vendor's

bank account by National Treasury was not disputed. Mr Bouwer's evidence is supported by the documents and his evidence makes logical

sense.

[20] To the contrary, Mr Duyile did not impress as a witness. His evidence in chief is in total contradiction to the version that was put to Mr Bouwer. His evidence is furthermore not logical and is contradicted by the objective

facts

as it appears from the documents.

[21] I have no hesitation in rejecting Mr Duyile's evidence insofar as it is not consistent with that of Mr Bouwer.

Conclusion

[22] The evidence conclusively proves that the defendant did pay the amount of R 429 675, 12 in respect of the goods delivered by the plaintiff.

[23] In the premises, I grant the following order:

The plaintiffs claim is dismissed with costs.

N. JANSE VAN NIEUWENHUIZEN J

JUDGE OF THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

DATE HEARD 8 June 2018

DATE HEARD

JUDGMENT DELIVERED 3 July 2018

JUDGMENT DELIVERED

APPEARANCES

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(With right of appearance

in the High Court of South Africa)

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Ref: LES/162/CVU16

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