

SOUTH AFRICA / JUDGMENT

Special Investigating Unit and Another v Kroucamp Plumbers (Pty) Ltd and Another (WC01/2024) [2025] ZAST 10 (13 June 2025)

[2025] ZAST 10

COURT
Special Tribunal

BEFORE
D. Makhoba

CASE / FILE NUMBER
WC01/2024

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FLYNOTES:

POCA and SIU – Tender awards – Fraud and corruption –
Setting
aside – Overwhelming evidence of irregularities –
Undisclosed conflicts of interest – Fraudulent misrepresentations in bid documents – Improper payments to officials – Irregularities rendered tender awards unlawful
and invalid under constitutional procurement principles –
Corporate veil justifiably pierced to hold director personally
liable – Unconscionable abuse of juristic personality –
Special Investigating Units and Special Tribunals Act 74 of 1996, ss 4(1)(c) and 8(2).

SAFLII

Note: Certain

personal/private details of parties or witnesses have been redacted from this document in compliance with the law and SAFLII

Policy

IN THE SPECIAL

TRIBUNAL ESTABLISHED IN TERMS OF S2 (1) OF THE SPECIAL INVESTIGATING UNIT AND

SPECIAL TRIBUNALS ACT

74 OF 1996

(REPUBLIC OF SOUTH

AFRICA)

Case No. WC01/2024

In

the matter between:

SPECIAL
INVESTIGATING UNIT
Applicant
MINISTER
OF PUBLIC WORKS AND INFRASTRUCTURE
Second
Applicant
and
KROUCAMP
PLUMBERS (PTY) LTD
First
Respondent
(COMPANY
REGISTRATION NO. 2020/688841/07)
JOHANNES
JACOBUS KROUCAMP
Second
Respondent
(ID
NO. 5[...])

JUDGMENT

MAKHOBHA J:

- [1] The first applicant is the Special Investigating Unit (hereinafter referred to as “SIU”). The SIU is an organ of state and a juristic person that was established by Proclamation No. R. 118 of 2001 issued pursuant to the provisions of section 2 (1) (a) of the SIU Act.
- [2] The second applicant is the minister of public works and infrastructure in his official capacity as the executive authority and political head of the department.
- [3] The first respondent is Kroucamp plumbers (Pty) Ltd, a private company for profit. Kroucamp plumbers cc, with registration number 1995/010636/23, was converted into a company in the name and style of the first respondent on or about 31 August 2020 (hereinafter referred to as “KP”).
- [4] The second respondent is Johannes Jacobus Kroucamp an adult male businessman employed as director with the first respondent. Mr Kroucamp represented and acted for or on behalf of the first respondent and the former close corporation.
- [5] On 29 September 2015, the department’s regional Bid Adjudication committee (hereinafter referred to as “RBAC”) awarded a tender to Kroucamp Plumbers CC.
- [6] The tender was for the provision of vacuum pumping of septic tanks and blocked sewerage emergency works. On 30 September 2015, the department issued an appointment letter.

- [7] On 26 February 2018 the RBAC awarded the second tender to the first respondent for the provision of vacuum pumping of septic tanks and blocked sewerage emergency works. On 01 March 2018 the department issued an appointment letter to the first respondent.
- [8] The first and second applicants seek to review, declare unlawful, invalid and void ab initio and set aside the tenders. Alternatively, first and second respondents joint and severally liable to reimburse to the department alternatively to pay to the first applicant all amounts received from the department.
- [9] The applicants seek just and equitable relief as authorised in terms of section 4(1) (c) read with section 8 (2) of the SIU Act, alternatively, in terms of section 172 (1) (b) of the constitution, including for the disgorgement of profits enjoyed directly or indirectly by KP Plumbers.
- [10] It was contended by the applicants that the decisions to award the first tender to Kroucamp Plumbers was unlawful, corrupt and fraudulent.
- [11] The bid documents were not duly completed and reflected incorrect information pertaining to the company registration number and also lacked particularity on prior contracts, which information was pertinently required for the determination of functionality compliance.
- [12] It is submitted on behalf of the applicants that Mr Kraemer, the chairperson of the Bid Evaluation Committee (hereinafter referred to as BEC), who had who had a personal and business relationship with the owner of the bidder (Mr Kroucamp) motivated Kroucamp Plumber's bids for acceptance. Mr Kraemer failed to declare this relationship to the Department.
- [13] Mr Kraemer also, in his capacity as the Chief Works Engineer at the Department, sent an internal memorandum to the RBAC requesting the award of the tender to Kroucamp Plumbers.
- [14] It is further, submitted that Kroucamp Plumbers made irregular payments to Mr Solomons, who was also a member of the BEC. Payment was also made to Mrs Kraemer who is Mr Kraemer's wife the chairperson of the BEC.
- [15] Kroucamp Plumbers made numerous irregular payments to employees or public servants of the Department associated with the tender, namely the Department of Water Services and the Department of Correctional Services, all of whom were involved in the identification of the alleged need for the services of Kroucamp Plumbers and who signed off on job cards in respect of work allegedly done by Kroucamp plumbers, even on days and times when they, the employees of the relevant Departments, were on sick leave and/or annual leave.
- [16] It is argued, that Kroucamp Plumbers B-BBEE certificate was fraudulent and it was improperly obtained. The annual turnover of Kroucamp plumbers was fraudulently held out to be less than R5 Million.

- [17] It is further, argued that the decision to award the second tender was also concluded to be unlawful, corrupt and fraudulent.
- [18] It was contended further by counsel for the applicants that the bid documents were not complete and there was an omission of the completion dates of pending projects.
- [19] In addition, Mr Solomons failed to disclose his relationship with the respondents nor did he recuse himself as a member of the BEC during the evaluation of Kroucamp Plumbers bids.
- [20] Furthermore, the conduct of Mr Solomons resulted in the BEC having considered the non-responsive bids of Kroucamp Plumbers, thereby resulting in inconsistency and non-equitable treatment of competing bidders who were disqualified based on alleged “non-responsive bids” and those decisions were not reviewed or reversed by the BEC as was the case with the Kroucamp Plumbers’ bid proposal.
- [21] Moreover, the same as in the first tender, Mr Kraemer the chairperson of the BEC had a personal and business relationship with the owner of the Kroucamp Plumbers.
- [22] Counsel for the applicants submitted that Kroucamp Plumbers made payments to Mr Solomons, Mr Kraemer, employees of the Department of correctional services and public servants of the department.
- [23] He further, submitted that Mrs Noordeman who is described as one of the owners of Kroucamp Plumbers was a front and not a shareholder. Her signature in the bid documents was forged.
- [24] Kroucamp Plumbers unilaterally implemented a 90/10 PPPFA points scoring system as opposed to the nominated 80/20 points scoring system. This irregularity was seemingly and predictably, in the circumstances, not identified by the Department during the bid administrative assessment by the BEC and RBAC.
- [25] Kroucamp Plumbers’ B-BBEE certificate which was submitted to the Department was fraudulent, apart from the representation of Mrs Noordeman as a majority shareholder of Kroucamp Plumbers, in that the person who issued it namely Mr Kakora admitted under oath that he had never seen Kroucamp Plumbers’ financial statements and Kroucamp Plumbers was not his client.
- [26] The applicants seek condonation for the late filing of the review application. The application is based on the common law principles. The respondents also raised the late filing of the review as an issue in limine.
- [27] THE APPLICANTS LIST THE FOLLOWING AS REASONS FOR THE DELAY:
- 27.1 Inefficiencies at the office of the state attorney.
- 27.2 The urgent need to investigate matters that arose during the advent of the covid-19 pandemic.

27.3 The declaration of the state of National Disaster in march 2022 which affected the operational productivity of the SIU.

27.4 Influx of cases and a protracted procedure in appointing counsel.

27.5 The audit season by the Auditor General of South Africa which further delayed the appointment of counsel in this matter.

27.6 The suspension of the work conducted by the panel of private attorneys.

[28] The applicants submit that the delay was not wilful. The delay was beyond their control.

[29] They submit further that the respondents have been enriched in the amount of more than R62 million pursuant to procurement contracts that do not pass Constitutional muster by virtue of the fact that both the Department, as then represented, and Kroucamp Plumbers failed to comply with the relevant constitutional procurement requirements, the Treasury Regulations, Practice Notes and Section 38 of the PFMA.

[30] Finally, the applicants contend that it is in public interest, if the delay is unreasonable, which is still denied, that the delay in bringing this application be overlooked to allow for the recovery of public funds, which has been unlawfully and invalidly appropriated by Kroucamp Plumbers.

[31] The respondents abandoned their point in limine in respect of the “invalidity of proclamations’

[32] Counsel for the applicants argued that while Kroucamp Plumbers may not have been incorporated for an improper purpose, the juristic personality of Kroucamp Plumbers as a separate entity was, in the submission of the bids and in the financial benefits to Mr Solomons, Mr Kraemer and the numerous persons involved in the implementation of the tenders, an abuse of its juristic personality.

[33] Mrs Noordeman, the majority shareholder in Kroucamp Plumbers, did not receive any benefit from the tenders. This is also an abuse of the juristic personality of Kroucamp Plumbers as a separate entity.

[34] Mr Kroucamp is responsible for directing the will and mind of Kroucamp Plumbers in respect of the unlawful conduct perpetrated against the Department and Mrs Noordeman; the actions of Kroucamp Plumbers are directly attributed to its real and only owner, Mr Kroucamp.

[35] It is further argued that Mr Kroucamp benefited financially from the award and implementation of the tenders by the first respondent.

[36] Finally, the applicants seek to lift the corporate veil as prayed for in paragraph 4 of the notice of motion.

- [37] The respondents raised two in limine points relating to the delay in launching this application and second one was abandoned. The application is also opposed on the merits in respect of both tenders.
- [38] The respondents have filed a provisional counter application, claiming from the Department an amount of R33 048 000 on the basis of unjustified enrichment in the event that the two tender decisions are set aside, which is opposed by the applicants.
- [39] Furthermore, the respondents have filed an application to strike some of the paragraphs from the applicant's papers, which is also opposed by the applicants.
- [40] Counsel for the respondents argued that the delays and the prejudice suffered by the respondents are egregious, to the extent that condonation thereof would not be in the interests of justice.
- [41] The 2015 tender was awarded to KP on 30 September 2015 and completed successfully on 30 September 2017, nine and seven years respectively before the review application was filed on 3 October 2024.
- [42] The respondents apply, first, for the striking out of paragraph 42.1.3 of Brandt's founding affidavit on the basis that it constituted inadmissible hearsay evidence in that Ms Brandt could not have personal knowledge as to whether the officials of the Department found it impossible or very difficult to identify any potential conflict of interest.
- [43] Second, the applicant seeks the striking out of paragraph 11.2 including subparagraphs of Ms Brandt's replying affidavit on the basis that the averments in the said paragraph constitute averments which ought to have appeared in founding papers.
- [44] It was contended by counsel for the respondents that whatever technical irregularities that maybe found they do not amount to grounds for a legality review.
- [45] In respect of Ms Noordeman's shareholding and signature, it is argued that no evidence or fraudulent intent can be found on the papers.
- [46] It is further, contended that the payments to BEC members and public servants were not irregular and corrupt as contended by the applicant.
- [47] In regard to the "Piercing the corporate veil" counsel for the respondents submitted that there is no evidence to the effect that the separate corporate personality of the company was in any manner abused as contemplated by section 209 of the Companies Act and the principles relating to piercing the corporate veil in general.
- [48] In addition the respondents oppose the application and pursue the provisional counter application based on unjustified enrichment. The precise form of enrichments is according to the respondents the avoidance of a decrease in the department's assets by virtue of the fact that it was given the gratuitous use of the sludge pump which it would otherwise have had to pay for it.

[49] In addition, it is submitted that the making available of KP's sludge pump to the Department for a period of four months, was a gesture of goodwill on the part of KP which was based on the contractual relationship established by the tender decision. In the event that the tender is set aside, the provisional counter application ought to be granted.

CONDONATION

[50] The constitutional court in Buffalo city has addressed the difference between PAJA and legality reviews in relation to the state self review[1]

[51] The Majority of the court in Buffalo City confirmed that the issue of reasonableness applies in both a PAJA delay and a legality review delay. A legality review involves a broader discretion.

[52] In Khumalo and another the court held that in determining whether a review was brought within a reasonable time, there are two requirements to be met namely[2]

52.1 It must be determined whether there was an unreasonable or undue delay

52.2 Whether the Tribunal should nonetheless exercise its discretion to overlook the delay and determine the merits of the application.

[53] The SIU submitted that it faced many challenges. The SIU explains that:

53.1 There were inefficiencies at the offices of the state attorney

53.2 The urgent need to investigate matters that arose during the Covid-19 Pandemic

53.3 The declaration of the state of National Disaster in March 2020.

53.4 The appointment process of counsel and the audit season by the Auditor General of South Africa.

53.5 The Suspension of the work conducted by the panel of attorneys then used by the SIU.

53.6 The SIU could only commence its investigation after promulgation of proclamation R20 of 2018 by the president, authorising it to commence an investigation into the affairs of the Department. This took place on 13 July 2018.

[54] The applicants submit that based on good cause and the prospects of success the Tribunal should grant condonation.

[55] The applicants contend that the review application is brought in terms of the constitution, the Treasury Regulations and section 38 of the PFMA.

[56] In my view, it is unnecessary to decide whether PAJA applies or a legality review, as the delay is manifestly lengthy. The issue to determine therefore is whether this delay can be excused. It is necessary therefore to consider whether the delay was reasonable, taking all the circumstances into account.

[57] Cameron J in Buffalo City where he stated: “Even where a delay is found to be unreasonable, however, our precedents establish that a court retains a discretion to overlook the delay provided it is in the interests of justice to do so. This stage of the procedural enquiry should not take place in a ‘vacuum’. It must instead involve weighing (a) the effect of the delay on the parties; and (b) the nature of the impugned decision’.[3]

[58] Taking all the factors into account. This Tribunal finds that the delay was not wilful but was caused by many factors referred to above. The veracity of these submissions have been clearly corroborated from the facts presented.

[59] In Munsasmy, Weiner J pertaining to condonation referred to the Constitutional Court case in Ferris v FirstRand Bank Ltd where it was held that:

‘(L)ateness is not the only consideration in determining whether condonation may be granted.... (T)he test for condonation is whether it is in the interests of justice to grant it. As the interests-of-justice test is a requirement for condonation and granting leave to appeal, there is an overlap between the enquiries. For both enquiries, an applicant’s prospects of success and the importance of the issue to be determined are relevant factors.”[4]

It is trite that the delay must be judged together with the merits of the case.

[60] In this case the prospects of success must be fully examined, and the interest of justice considered. The applicant’s prospect of success is an issue for determination at this stage. The prospects of success are not wholly without merit.

[61] In my view, it is in the interest of justice to grant condonation for the reasons mentioned above. There were many challenges faced by the SIU especially, the under-resourced state attorney, Covid 19- Pandemic and the state of National Disaster. These contributed to the inordinate delay. In the result I grant the applicant condonation for the late filling of the review application.

APPLICATION TO STRIKE OUT

[62] A matter that is hearsay or argumentative would fall under the description of irrelevant matter. In determining an application to strike out the existence of prejudice must not be lost sight of.[5]

[63] In determining the presence of absence of prejudice, the approach adopted in Syfrets mortgage- Nominees[6] is particularly instructive. It was held that for the striking out of any matter in an affidavit which is irrelevant, the court shall grant the application unless it is satisfied that the applicant will be prejudiced in his case if it be not granted.

[64] Two requirements must be satisfied before an application to strike out matter from any affidavit can succeed. First, the matter sought to be struck out must indeed be scandalous, vexatious, or irrelevant. In the second place the court must be satisfied that if such matter was not struck out the parties seeking such relief would be prejudiced.

[65] In my view paragraph 42.1.3 of the founding affidavit which it is submitted to constitute hearsay evidence is not hearsay evidence since Ms Phucuka Penxa in her founding affidavit has confirmed Ms Brandt's founding affidavit.

[66] Pertaining to paragraph 11.2 of the replying affidavit in my view it does not constitute new facts. It explains further what is contained in the founding affidavit.

[67] Counsel for the applicants argued that, the actions of Kroucamp Plumbers are directly attributable to its real and only owner Mr Kroucamp. Only Mr Kroucamp and his cohorts in the department benefitted financially from the award and alleged implementation of the tenders by Kroucamp plumbers.

[68] In *Ex parte. Gore* [7] the court said the following "The involvement of fraud or other improper conduct has generally been present in the cases in which veil has been lifted or pierced"

[69] Section 20(9) of the Companies Act No 71 of 2008 provides that:

"If on application by an interested person or in any proceedings in which a company is involved, a court finds that the incorporation of the company, any use of the company, or any act by or on behalf of the company, constitutes an unconscionable abuse of the juristic

personality of the company as a separate entity, the court may-

- (a) declare that the company is to be deemed not to be a juristic person in respect of any right, obligation or liability of the company or of a shareholder of the company or, in the case of a non-profit company a member of the company, or of another person specified in the declaration;
- (b) make any further order to the court considers appropriate to give effect to a declaration contemplated in paragraph (a)"

[70] The relevant improprieties in the current case in my view are as follows;

70.1 KP did not provide details on contract sums and completion dates on prior projects which the BEC required in order to determine functionality compliance.

70.2 The SCM (hereinafter referred to as supply chain management) found that KP's bid documents were incomplete and therefore non-compliant with the responsiveness criteria

70.3 On 15 November 2017, Kroucamp Plumber's tender submissions which were initially deemed administratively non-responsive, were now deemed to be responsive and included for evaluation and ultimately recommended for award by the BEC. No compelling reason/s or documentation is available to support such a reversal of the finding of the BEC or SCM Unit.

70.4 KP did not disclose its and Mr Kroucamp's relationship with Mr Solomons, Messrs Solomons and Kraemer, who evaluated the tenders.

70.5 The relationship with public servants namely Messrs Morris, Jonas and Terblanche who were involved in the implementation of the contracts awarded to KP

70.6 Payments made to Mr Solomons, Mr Kraemer and his wife were not disclosed.

70.7 The public servants who were also connected with the tenders namely Mr Jonas and Mr Morris also received payments which were not disclosed.

70.8 Mr Kroucamp being a representative of KP did not disclose the relationship he had with the above-mentioned people.

[71] The above-mentioned improprieties in my view constituted an unconscionable abuse by the second respondent of the Juristic personalities of the first respondents and brought the case within the ambit of section 20(9) of the companies Act 71 of 2008. In this regard I make the following order;

71.1 It is declared, in terms of section 20(9) of the Companies Act no 71 of 2008 (as amended) that kroucamp Plumbers Pty Ltd (the first respondent) shall be deemed not to be juristic person in respect of any obligation or liability to the applicants in terms of the first tender and the second tender, as may arise from this application.

COUNTER - APPLICATION

[72] The respondents have not delivered replying affidavits in the counter application.

[73] The counterclaim was served on the applicants on 7 March 2025 which is more than three years after the counterclaim arose. In my view the cause of action on which the counter claim is based, is prescribed.

[74] Moreover, the respondents have failed to comply with the provisions of section 3 of the Institution of Legal Proceedings Against Certain Organs of State Act No 40 of 2002. They have failed to give notice in writing of their intention to institute the counter-application as against the Department and the Applicants have not consented in writing to the institution of the counter-application;

[75] In addition, the department was not duly represented in the transaction to authorise the use of the sludge pump and in my view, it cannot be held liable for the use thereof by the Kroucamp Plumbers.

[76] In the result, the counter application is dismissed with costs, inclusive of the costs occasioned by the employment of two counsel.

[77] I am satisfied that the applicants have made out a case for the grant of relief sought in respect of the review application and the counter application as well as for the dismissal of the application to strike out with costs.

[78] The grant of just and equitable relief as prayed for in paragraphs 4,5 and 6 of the notice of motion is justified in the present circumstances.

[79] This Tribunal finds that, the award of the two tenders is unlawful, invalid, unconstitutional and void ab initio.

[80] I make the following order;

80.1 The application for condonation in respect of the late filing of this application is granted.

80.2 The decision(s) of the Department of Public Works and Infrastructure (“the Department”), herein represented by the second applicant, of 29 September 2015 (as confirmed in an Appointment Letter of 30 September 2015) to award consecutive 24 (twenty-four) month contracts under tender numbers, CPT YT03/15: Area 3, CPT YT04/15: Area 4, and CPT YT05/15: Area 5 to Kroucamp Plumbers CC (Registration No. 1995/010636/23) that was on or about 31 August 2020 converted to Kroucamp Plumbers (Pty) Ltd (Company Registration No. 2020/688841/07) (hereinafter collectively referred to as “the first respondent” and the resulting agreement(s)/contract(s) (including any Appointment Letter(s) and Purchase Order(s) etc), for the provision of vacuum pumping-out of septic tanks and blocked sewerage emergency works is hereby reviewed and set aside (Hereinafter collectively referred to as the first tender)

80.3 The Department’s 26 February 2018 decision(s) (as confirmed in an Appointment Letter 1 March 2018) to award consecutive 24 (twenty-four) month contracts under tender numbers, CPT YT52/17: Area 3, and CPT YT53/17: Area 4, and CPT YT54/17: Area 5 to the first respondent and the resulting agreement(s)/contract(s) (Including any Appointment Letter(s) and Purchase Order(s) etc), for the provision of vacuum pumping-out of septic tanks and blocked sewerage emergency works, as being unconstitutional, unlawful, invalid and void ab initio (hereinafter collectively referred to as “the second tender”) is hereby reviewed and set aside.

80.4 It is declared, in terms of section 20(9) of the companies Act no 71 of 2008 (as amended) that kroucamp Plumbers (Pty) Ltd (the first respondent) shall be deemed not to be a juristic person in respect of any obligation or liability to the applicants in terms of the first tender and the second tender, as may arise from this application.

80.5 This Tribunal grants relief in terms of section 4(1)(c) read with section 8(2) of the Special Investigating Units and Special Tribunals Act, 1996 (Act 74 of 1996)(“the SIU Act”) including for the disgorgement of profits enjoyed directly or indirectly by the first respondent, the first and second respondents, joint and severally, are ordered to repay to the Department, any payments which the first respondent received from the Department, except any actual, reasonable and lawful out-of-pocket expenses that the first respondent may be able to prove that it has incurred in the delivery of the goods or the rendering of the services pursuant to the first tender and the second tender, but excluding:

80.6 any profit earned thereon by the respondent and its sub-contractors:

80.7 the inflated cost (including in respect of expenses, disbursement and Value Added Tax) in respect of any goods delivered or services rendered at rates, fees, cost or invoicing methodology different to, or in excess of the rates, fees, cost or invoicing methodology prescribed by the first tender and the second tender.

80.8 the cost of any goods delivered or services rendered that either do not comply fully with all the reasonable expectations of the Department or that the Department cannot or will not use or benefit from; and

80.9 the cost of any goods delivered or services rendered by companies, entities and/or persons who are not qualified or entitled in law to deliver such goods or render such services.

Hereinafter the final sum total will be referred to as the

("Permissible expenses and disbursements");

80.10 The first respondent shall serve and file with the Registrar of this tribunal within sixty (60) days of this order, an audited statement of its permissible expenses and disbursements, together with invoices and proof of payment of any permissible expenses and disbursements, in giving effect to the first tender and the second tender;

80.11 The Department, alternatively the first applicant is/are to serve and file with the Registrar of this Tribunal an independent verification of the details provided by the first respondent within sixty (60) days of receipt of the information and the respondent/s is/are to permit the auditors or representative/experts of the applicants to have unfettered access to the relevant financial information and proof, for this purpose.

80.12 The parties shall, within 30 days, file a joint minute by the auditor of such statements, or experts involved setting out issues on which they agree and the issues on which they disagree.

80.13 If the joint minute shows there is disagreement about the profits made by the first respondent and/or the permissible expenses and disbursements, any of the parties may approach the Tribunal for an appropriate order on suitably supplemented papers as it/they may consider necessary; and

80.14 If the joint minute shows that there is no such disagreement, any one of the parties shall be entitled to apply to the Tribunal for an appropriate order in line with the agreed joint minutes.

80.15 It is ordered that all amounts payable to the Department alternatively the first applicant in shall be paid into the bank account of the Special Investigating Unit held as follows: First National Bank, Account Name: Special Investigating Unit, Account Number: 62003348499, Branch Name: Pretorius Street, Branch Code: 250345, Swift Code: FIRNZAJJ, Reference: DPW/Kroucamp;

80.16 The first applicant and/or the second applicant are granted leave to institute an action against the respondents within 60 (sixty) days from the date of this order, to recover all amounts paid by the second applicant to the first respondent pursuant to first tender and the second tender; or just and equitable portion therefore;

Cost of suit, including the cost consequent upon the employment of the two counsel (one of which is a senior counsel).

JUDGE D. MAKHOBHA

MEMBER OF THE SPECIAL TRIBUNAL

APPEARANCES Attorneys for the Applicant: Office of the State Attorney Johannes Van Schalkwyk
Counsel for the Applicant: R BEDHESI SC R PETERSON Attorneys for the First and Second
Respondent: PP Smith Attorneys Counsel for the First and Second Respondent: CON JOUBERT SC
GAUN POTGIETER Date of Judgement: 13/6/2025

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- [1] Buffalo City Metropolitan Municipality v Asla Construction (Pty) Ltd 2019
- (4) SA 331 CC (2019) (6) BCLR 661; [2019] (ZACC 15) para 137
- [2] Khumalo and Another v Member of the Executive council for Education KwaZulu Natal 2014 (5) SA579 (CC)
- [3] Buffalo City id 3 at Para 121
- [4] Munsamy and Another v Astron Energy (Pty) Ltd and others 2022 (4) SA 267 (CJ) para 43
- [5] Beinash v Wixley [1997] ZASCA 32; 1997 (3) SA 721 (SCA) at 733J-734C.
- [6] Syfrets Mortgage Nominees Ltd v Cape st Francis Hotels (Pty) Ltd 1991 (3) SA 276 (SE) at 282H-28CC
- [7] Exparte Gore and others NNO 2013 (3) SA 382 at Paragraph 28

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