

SOUTH AFRICA / JUDGMENT

Workforce Staffing (Pty) Ltd v Sadan and Others (J488/23) [2023] ZALCJHB 107 (19 April 2023)

[2023] ZALCJHB 107

COURT

Labour Court Johannesburg

BEFORE

Nkutha-Nkontwana

CASE / FILE NUMBER

J488/23

Source: saflii.org · Research copy typeset by Esheria. Not court-issued or certified.

Source record**IN THE LABOUR COURT OF
SOUTH AFRICA, JOHANNESBURG****Not Reportable****Case no: J488/23**

In the matter between:

WORKFORCE
STAFFING (PTY) LTD
Applicant
and
TAZNEEM
SADAN
First
Respondent
NICHOLAS
ARAUJO
Second
Respondent
RISE
UP GROUP (PTY) LTD
(Registration
No: 2013/087641/07)
Third
Respondent
Heard: 14 April 2023
Delivered: 19
April 2023

Summary: Practice - urgency is inherent – notwithstanding, the explanation for the delay is reasonable.
Restraint of trade – reasonableness of the restraint covenants – the undertaking to honour the restraint undertakings does not provide much succour when there is an infraction already committed.

JUDGMENT

NKUTHA-NKONTWANA, J

Introduction

- [1] The first and second respondents (collectively referred to as the respondents) are the former employees of the applicant. The first respondent was employed as the General Manager of Sales and the second respondent was the National Sales Executive. They resigned from their employment with the applicant on 15 December 2022 and 20 January 2023, respectively. It is common cause that the respondents took up employment with the third respondent, the applicant's competitor.
- [2] In these proceedings, the applicant seeks, by way of urgency, to enforce the restraint of trade and confidentiality undertakings (restraint covenants) in terms of the respondents' contracts of employment. On the face of the restraint covenants, the restraint operates nationally and for a period of two years.
- [3] The respondents oppose the application and their main qualm relates to the urgency of the matter, a point they take in limine. On the merits, even though the respondents initially seemed to challenge the existence of the protectable interests, they have made various telling concessions in their answering papers. As things stand, the controversy between the parties pertains to the reasonableness of the restraint covenants; particularly, the balancing of interests, restraint period and scope of operation.

Urgency

- [4] The parties accept that, tritely, the enforcement of restraint of trade covenants is inherently urgent and have been dealt with as such.[1] Nonetheless, it is not automatic that the court would intervene on an urgent basis without a proper case for urgency having been made as pointedly remarked by this Court, per Tlhotlhamajane J, in *Ecolab (Pty) Ltd v Thoabala and Another*[2] (*Ecolab*).

- [5] The facts in the present matter are, in my view, distinguishable from Ecolab. The first respondent resigned from her employment with the applicant on 21 November 2022 and her last day of employ with the applicant was 15 December 2022. The second respondent resigned on 31 December 2022 and his last day of employ with the applicant was 20 January 2023. It is common cause that on 10 January 2023, the applicant addressed a letter to each of the respondents reminding them of their obligations in terms of their respective restraint covenants.
- [6] The respondents were not upfront about their future employment. They advised the applicant that they would be joining the Willowton Group, the first respondent as the Human Resources Director and the second respondent as the Chief Revenue Officer. It would seem that the second respondent later changed his tune and alleged that he would be working for Ferre Appliances with the goal of immigrating. These averments are not seriously challenged. It transpired that the applicant was deliberately misled by the respondents in order to conceal the true identity of their employer and, in turn, circumvent litigation against them.
- [7] On 25 January 2023, the applicant's attorney addressed a letter to Willowton Group to state that the respondents have enforceable restraints and that in the event of breach, the applicant would take steps to enforce the restraint undertakings. The Willowton Group responded to the letter on 27 January 2023 and denied that they had employed the respondents.
- [8] It was only on 16 February 2023 that the applicant discovered, through an existing client, that the second respondent has taken up employment with the third respondent and was apparently soliciting the applicant's clients. On 22 February 2023, a letter was sent to the third respondent in which the applicant sought to establish whether the respondents were employed by the third respondent but was not favoured with a response.
- [9] The applicant then employed the services of a private investigator who undertook an undercover operation. On 14 March 2023, the private investigator met with the respondents under the guise of being a potential client. The respondents provided the private investigator with a written proposal which contained the details of the second respondent and an excel spreadsheet which still contained the applicant's logo and branding. The applicant contends that the information that was provided to the private investigator confirmed that the respondents were employed with the third respondent, its competitor; that they were providing the same or similar the services as they had provided when they were in the employ of the applicant; and that they were using the applicant's confidential information in a form of excel pricing spreadsheet as well as the proposal which mirrored the rules and policies which the applicant applies in terms of its payment terms.

- [10] The applicant, having confirmed that the respondents have taken employment with the third respondent, engaged the services of its attorneys and instructed counsel to launch this application, which it did on 29 March 2023.
- [11] The respondents contend that they had been out of the employment of the applicant for about three months when the application was launched. They are adamant that the urgency is self-created by an applicant given the fact that it failed to approach the court at the first available opportunity. Hence, it does not avail it to complain about the inadequacy of substantial redress in the ordinary course because this is due to its own failures, so it is further contended. Reliance is placed on the judgment of this Court, per Snyman AJ, in *Vumatel v Majra*,^[3] where it stated that:

‘In the case of restraints of trade, to what extent the applicant’s failure contributes to the inability to obtain substantial redress in due course is an especially important consideration where it comes to urgency. This is because the clock starts ticking as soon as the employee leaves employment. It follows that as soon as the employer realises that there is a possible violation of the restraint, it must act promptly. If the employer does so, it would be able to successfully argue that the possibility of the restraint period expiring before the matter can be heard in the ordinary course is not due to its own doing. This kind of consideration would be why this requirement is inextricably linked with the other requirements of urgency in the case of restraints.’ (Own emphasis)

- [12] While I agree with the sentiments expressed in the above authority, unfortunately, they are not applicable in the present instance. The respondents concede that they kept the applicant in the dark about their employment with the third respondent in order to avoid litigation. They assert that the applicant is notoriously known for litigating against its erstwhile employees, an event they hoped to circumvent. It is hard, therefore, to comprehend the respondents’ impugnation of urgency when they deliberately sent the applicant on a fruitless pursuit of the true state of their employment.
- [13] Clearly, the applicant did not rest on its laurels when its letter to the third respondent was not favoured with the response. It went ahead to contract the services of the private investigator and his findings enabled it to launch this application. In my view, the respondents’ contention that urgency has been squandered by the dilatory conduct on the part of the applicant is devoid of merit. I accordingly, accept that the matter is urgent and deal with it as such.

Legal principles

- [14] The legal tenets in the enforcement of restraint of trade are not novel and are fittingly conceded by the parties in this matter. It behoves the applicant to invoke the restraint covenant and prove a breach thereof. Thereafter, the respondents seeking to avoid the restraint, bear the onus to demonstrate, on a balance of probabilities, that the restraint of trade covenant is unenforceable because it is unreasonable.^[4] Notwithstanding and to the extent that the applicant seeks final relief, as a general rule, a final order can only be granted

in motion proceedings if the facts stated by the respondents together with the admitted facts in the applicant's affidavits justify the order, a notion commonly known as the Plascon Evans rule.[5] This applies irrespective of where the onus lies.[6] As such, I deal only with the factual background that is germane in the determination of this application.

- [15] The facts in this matter are mostly common cause. The applicant is a part of a group of companies that fall under the umbrella of Workforce Holdings with a national footprint since 1972 which provides staff outsourcing solutions to clients, commonly known as the "labour broking business". The Workforce Group of companies are closely interrelated and interdependent. They utilise each other's databases, documentation, source information, procedure, processes and programmes in satisfying the needs of their clients.
- [16] The applicant provides employers in most sectors of the employment market with all levels of employees including skilled, unskilled and semi-skilled and/or payroll systems, time and attendance systems and other related computer software products and services to complement the staffing solutions provided by the Workforce Group. The applicant is the proprietor of the confidential information, trade secrets and business know-how.
- [17] The applicant contends that the Workforce Group is not a typical labour broking business as it has, over time, managed to distinguish itself from its competitors by offering and delivering a comprehensive range of staffing solutions through specifically designed systems, methods, processes and procedures. The applicant specifically designed systems, methods, processes and procedures which, inter alia include Contractor Zone, PAW Paymatic and related systems, WorkTRAC Zone, Workforce Intranet, Time Zone etc.
- [18] The applicant has further established and developed customer and employee connections in the course of conducting its business. The aforesaid connections are prized and valuable assets in the applicant's highly competitive market. The applicant continuously sources, acquires, develops, modifies, improves, exchanges, and shares its common database within the Workforce Holdings Group of companies, which includes confidential information, know-how, techniques, processes and procedures, computer software, methods, and systems (the proprietary information) which it is jointly owned within the Workforce Group.
- [19] The respondents concede that while employed with the applicant they had access to the applicant's intranet. The applicant's intranet contains confidential information which includes, inter alia, costing templates; information on service fees; methods of costing and costing itself; profit margins; tender prices; salaries and wages; new business opportunities; business strategies and structures; and Workforce Holding's own financial information, processes, procedures, systems and structures.

Enforceability of the restraint covenant

- [20] The general principles pertaining to the enforceability of restraint covenants were conveniently summarised in *Basson v Chilwan and Others*[7] as follows:

- (a) Does the one party have an interest that deserves protection after the termination of the agreement?
- (b) If so, is that interest threatened by the other party?
- (c) In that case, does such interest weigh qualitatively and quantitatively against the interest of the other party not to be economically inactive and unproductive?
- (d) Is there an aspect of public policy having nothing to do with the relationship between the parties that requires that the restraint be maintained or rejected?
- (e) Whether the restraint goes further than necessary to protect the relevant interests.

[21] The protectable interest of an applicant in a restraint of trade pertains to confidential information and customer connections. In *Labournet (Pty) Ltd v Jankielsohn and another*,^[8] the Court held:

‘... A restraint is only reasonable and enforceable if it serves to protect an interest, which, in terms of the law, requires and deserves

protection. The list of such interests is not closed, but confidential information (or trade secrets) and customer (or trade) connections are recognised as being such interests...’

Confidential information

[22] The issue as to what constitutes a trade secret was dealt with in *Mozart Ice Cream Classic Franchises (Pty) Ltd v Davidoff and another*,^[9] where, referring to *Walter McNaughtan (Pty) Ltd v Schwartz and others*,^[10] the basis of the enquiry was aptly outlined as follows:

‘Whether the information constitutes a trade secret is a factual question... For information to be confidential it must (a) be capable of application in trade or industry, that is it must be useful; not be public knowledge or property; (b) it must be known only to a restricted number of people or a closed circle, and (c) be of economic value to the person seeking to protect it.’

[23] Turning to the present matter, the applicant contends that the respondents had access to the information which is highly confidential and valuable to a competitor such as the third respondent and other third parties. This information, as mentioned above, includes, inter alia, costing templates; information on service fees; methods of costing and costing itself; profit margins; tender prices; salaries and wages; new business opportunities; business strategies and structures; and Workforce Holding’s own financial information,

processes, procedures, systems and structures.

- [24] The respondents do not dispute that this information is confidential. However, they have limited their impugn to the technological systems. In this regard, they assert that, given the fact that they are not technologically inclined, they are not in a position to emulate the applicant's system and process. Well, this is just a fraction of the confidential information the applicant seeks to protect. Instructively, the respondents concede that they had access to the templates which contain customer information and service fees and costing.
- [25] I deem it opportune to deal with the respondents' further affidavit at this juncture. They sought an indulgence to file a further affidavit in order to deal with the information that was raised for the first time in the applicant's replying affidavit. The applicant took no issue with the filing of a further affidavit and therefore did not object. Since there is no prejudice, the leave was granted with a view to allow a full ventilation of to the issues.
- [26] As it turned out, the evidence contained in the respondents' further affidavit constitutes a model of the applicant's templates and spreadsheets with its trademarks. Tellingly, some of the information pertains to, inter alia, the names of the applicants' clients and service fees levied in respect of services delivered. Yet, the respondents' counsel, Mr Naidoo, submitted that the said confidential information is not worthy of protection because templates contain "standard" costings or ordinary general information about the applicant's business. I reject this submission as it is inconceivable that a company's fee structure and profit margins would constitute general business information that is publicly accessible and enable its competitors to undercut it.
- [27] Conversely, as correctly submitted by Mr Malan SC, counsel for the applicant, the confidential information attached to the respondents' further affidavit clearly proves that they have the applicant's confidential information in their possession and are not only prone to reveal and/or utilise it, but have actually done so in breach of their confidentiality undertakings.
- [28] I also place some importance on the fact that this information was still valuable as of 14 March 2023 when it was utilised by the

respondents to the benefit of the third respondent to formulate a business proposal for the private investigator. Therefore, Mr

Naidoo's submission that the value of confidential information has diminished because of the delay in enforcing the restraint

covenant is untenable. Moreover, in the light of the fact that the respondents have taken up employment with the third respondent, a direct rival of the applicant, the risk of harm to the applicant is evident. This point was aptly expounded in *Reddy v Siemens Telecommunications (Pty) Ltd*[11] as follows:

‘Reddy will be employed by Ericsson, a "concern which carries on the same business as [Siemens]" in a position similar to the one he occupied with Siemens. His loyalty will be to his new employers and the opportunity to disclose confidential information at his disposal, whether deliberately or not, will exist. The restraint was intended to relieve Siemens precisely of this risk of disclosure.’ (Own emphasis)

[29] I accept the applicant’s contention that labour broking is a cutthroat industry and as such, its confidential information in the hands of a rival at the behest of the erstwhile employees would give its rival an unfair competitive advantage. It follows that the confidential information it seeks to protect is limited to the information that is not in the public domain, has commercial value in the industry, and would be useful and of value to the third respondent.[12]

Customer connections

[30] The respondents concede that they had connection with the applicant’s clients in their respective duties. Yet, they contend that there is no evidence to show that they have contacted, attempted to contact, solicited, or attempted to solicit, any of the applicant’s clients despite the passage of time and the outcome of a fully-fledged private investigation. This defence is, in my view, untenable.

[31] The respondents are, in my view, still in a position to induce customers with whom they have built a close relationship when they were still in the employ of the applicant to follow them to the third respondent. As clearly recognised in *Rawlins and another v Caravantruck (Pty) Ltd*,^[13] customer goodwill can be established or enhanced in favour of an employer over customers previously known to an employee. Where an employee has had access to an employer’s customers and is in a position to build up a particular relationship with them, so that when he/she leaves an employer’s service he/she could easily influence them to follow him/her, there appears to be no reason why a restraint to protect the employer’s customer connections should not be enforced.

[32] Thus, the purpose of the restraint covenant is to allow the replacement employee to establish a rapport with the customers or the

restrained employee to sever his or her connection with the customers of the old employer who is having the benefit of the restraint. It stands to reason that the undertaking to honour the restraint undertakings does not provide much succour when there is an infraction already committed.

[33] In *BHT Water Treatment (Pty) Ltd v Leslie and another*,^[14] it was pertinently stated that “... the applicant should not have to content itself with crossing its fingers and hoping that the first respondent would act honourably or abide by the undertakings he has given”. Likewise, as stated in *Esquire System Technology (Pty) Ltd t/a Esquire Technologies v Cronje and Another*:^[15]

‘...the alternative remedy of a damages claim is cold comfort to an applicant that seeks to enforce a legitimate restraint of trade covenant. By the time a damages claim is heard, the horse had bolted and the harm is done. That harm is very difficult to repair. I am satisfied that, where a restraint of trade is enforceable, the alternative remedy of a damages claim in due course is more apparent than real.’

[34] That takes me to the issue of the balance of interest. The respondents baldly challenge the period and the scope of the restraint

covenants. Whereas, it is common cause that the applicant has a national footprint and that the respondents’ primary tasks in their new positions with the third respondent pertain to sales and marketing. These are obviously similar positions to the ones the respondents held when they were in the employ of the applicant. Thus, in my view, the extent of the respondents’ connection with the applicant’s customers and their conduct post their departure justifies the period of two years.

[35] The respondents are not barred from being employed elsewhere where they would not unfairly compete with the applicant. In fact, it is not their case that they are not employable elsewhere. To my mind, the restraint offers no more than what is reasonably necessary to protect the applicant’s proprietary interests.

Conclusion

[36] In the circumstances, I am satisfied that that the restraint is reasonable and enforceable.

Costs

[37] Both parties seek costs and accept that the general rule, that costs follow the result, is applicable since the enforcement of restraint covenants is sheer contractual litigation. Moreover, the restraint covenants provide that punitive costs may be sought against the losing party. Still, the parties concede that this Court has discretion on this issue of costs.

[38] While I agree that costs should follow the result, I am not convinced that they should be on a punitive scale. Also, there is no justifiable reason why the costs of employing two counsels, one being senior, should not be granted.

[39] In the result, I make the following order:

Order

1. The non-compliance with the provisions of the Rules of the Labour Court with regard to the time periods, forms and service of this application is condoned and dispensed with in terms of Rule 8 read with Rule 12 of the Rules of the Labour Court and this application is heard as a matter of urgency.
2. The first and second respondents are interdicted and restrained from directly and/or indirectly:

2.1. disclosing, divulging, exploiting and/or using any of the applicant's trade secrets, know-how, techniques, methods and systems and/or confidential information and/or customer connections, or any part thereof, (whether orally, in writing or otherwise) of which they became aware of during the course of their employment with the applicant; or causing any one or more of the aforesaid to be disclosed, divulged, exploited and/or used, in whole or in part, by the third respondent or any third party whether natural or juristic, more particularly, the following confidential information:

2.1.1. any information, including but not limited to the respective names, identities and/or contact details relating to any customer, potential customer, worker, employee, candidate (whether permanent or temporary) or persons with whom they dealt with whilst in the employ of the applicant;

2.1.2. any details of any agreements, business, contracts or relationships between the applicant and its workers, employees, contractors, suppliers' customers and/or potential customers;

2.1.3. any details of any staffing, training or business needs or requirements (whether permanent, temporary or otherwise) between the applicant and its respective customers and/or potential customers;

2.1.4. the names and identity of the applicant's candidates, workers or employees, whether past or present, and whether or not they are registered with the applicant for placement by the applicant as permanent, temporary, or contract labour; and

2.1.5. details and methods of costing and pricing.

3. The first and second respondents are interdicted and restricted until 15 December 2024, in respect of the first respondent, and until 20 January 2025, in respect of the second respondent, from, directly or indirectly, and whether for the third respondent or individually, together or with another or others, and whether or not for their own account, sole or partial benefit or the benefit solely or partially of the third respondent or any third party, whether natural or juristic:

3.1. soliciting, interfering with or endeavouring to entice from the applicant any business, employees and/or workers (whether permanent or temporary or contract) or candidates of the applicant, that are registered with the applicant for placement by the applicant, in either permanent, temporary or contract employment, whilst they were in the employ of the applicant;

3.2. carrying on or being in any way directly or indirectly engaged, employed or financially interested in any business including but not limited to the third respondent and its respective divisions, which at any time, directly or indirectly, in any way competes with the business conducted by the applicant, and conducts such competing business directly or indirectly within a 50 kilometre radius from the applicant's office anywhere in South Africa;

3.3. soliciting, canvassing, seeking contracts from the custom of, interfering with, or endeavouring to entice from the applicant any customer and/or potential customer with whom the first and second respondent's engaged in or conducted any business or potential business with during the period of their employment with the applicant; and

3.4. furnishing any information or advice (oral or written) to any customer and/or potential customer of the applicant or using any other means or taking any action which is directly or indirectly designed, or in the ordinary course of events calculated to result in any customer and/or potential customer of the applicant terminating its/their association or business relations with the applicant and transferring its/their business to the third respondent or any person (juristic, natural or otherwise) other than the applicant;

3.5. unlawfully competing with the applicant by, in any way, wrongfully interfering with and/or exploiting and/or using and/or misusing the applicant's trade secrets, know-how, techniques, methods and systems and/or confidential information, or any part thereof, (whether orally, in writing or otherwise) and customer-connections or causing interference with, use, misuse and/or exploitation of the aforementioned, in whole or in part, to, in any way advance the third respondent's business or interests or operations and activities at the expense of the applicant.

4. The first and second respondents are to pay the costs of this application, including the costs of two counsel, jointly and severally, the one paying the other to be absolved.

P. Nkutha-Nkontwana

Judge of the Labour Court of South Africa

Appearances:

For the Applicant: Adv Louwrens Malan sc & Adv Christopher Gibson Instructed by: Hunts Attorneys
For the First Respondent: Adv Kuvashkir Naidoo Instructed by: Shaheed Dollie Inc

[1] See: Mozart Ice Cream Classic Franchises (Pty) Ltd v Davidoff and another (Mozart)

(2009) 30 ILJ 1750 (C) at 1761; Waco Africa (Pty) Ltd t/a Form-Scaff v Sack and Others (Waco)

(2020) 41 ILJ 1771 (LC) at para [18]; Vox Telecommunications (Pty) Ltd v Steyn and another (Vox)

(2016) 37 ILJ 1255 (LC) at para [11]; Singh v Adam (2006) 27 ILJ 385 (LC) at para [19]; Great Shift Trading 94 CC v Burger 2018 JDR 0533 (GP) at para [11] with reference to the judgment of Dlodlo J in Aqua d'or Mineral Water Pty Ltd t/a Aqua d'or v Camara and another

[2006] 2 AII SA 29 (C) at para [40]; Boomerang Trade CC v Groenewald 2012 JDR 1713 (ECG) at para [36].

[2] (2017) 38 ILJ 2741 (LC) at para [20]. See also paras [17] - [19].

[3]

(2018) 39 ILJ 2771 (LC) (Vumatel) at para [23].

- [4] See: Magna Alloys and Research (SA) (Pty) Ltd v Ellis (Magna Alloys)
- [1984] ZASCA 116; 1984
- (4) SA 874 (A) at 891B-C; Reddy v Siemens Telecommunications (Pty) Ltd (Reddy) 2007 (2) SA 486 (SCA) at para [14]; Labournet (Pty) Ltd v Jankielsohn and another (Labournet)
- (2017) 38 ILJ 1302 (LAC) at para [39]; Esquire System Technology (Pty) Ltd t/a Esquire Technologies v Cronjé and another (Esquire)
- (2011) 32 ILJ 601 (LC) at para [26]; SPP Pumps (SA) (Pty) Ltd v Stoop and another (2015) 36 ILJ 1134 (LC) at para [26]; Shoprite Checkers (Pty) Ltd v Jordaan and Another (Shoprite Checkers)
- (2013) 34 ILJ 2105 (LC) at para [20]; Waco at paras [17] - [18].
- [5] See: Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd [1984] ZASCA 51; 1984
- (3) SA 623 (A) at 634E-635C; National Director of Public Prosecutions v Zuma [2009] ZASCA 1; 2009
- (2) SA 277 (SCA) at paras [26] - [27]; Gbenga-Oluwatoye v Reckitt Benckiser SA (Pty) Ltd and Another (2016) 37 ILJ 902 (LAC) at para [16].
- [6] See: Reddy supra fn 5 at para [4]; Ball v Bambalela Bolts (Pty) Ltd and another (Ball) (2013) 34 ILJ 2821 (LAC) at para [14].
- [7]
- [1993] ZASCA 61; 1993 (3) SA 742 (A) at 767A-D; see also Reddy supra fn 5; Ball supra fn 7; Jonsson Workwear (Pty) Ltd v Williamson and another
- (2014) 35 ILJ 712 (LC) at para [44]; Medtronic (Africa) (Pty) Ltd v Van Wyk (Medtronic)
- (2016) 37 ILJ 1165 (LC) at para [15]; Vox supra fn 1 at paras [28] – [29]; Esquire supra fn 5 at paras [50] – [51]; Labournet supra fn 5 at para [41].
- [8] Labournet supra fn 5 at para [41].
- [9] Mozart supra fn 1 at 1760C-D.
- [10] 2004 (3) SA 381 (C) at 388J-389B.
- [11] Reddy supra fn 5 at para [20]; see also Plumblink SA (Pty) Ltd v Legodi and another (2020) 41 ILJ 1743 (LC) at paras [35] - [36].
- [12] Ibid.
- [13]
- [1992] ZASCA 204; 1993 (1) SA 537 (A) at 542 E to H; see also Hirt & Carter (Pty) Ltd v Mansfield and another [2007] 4 AII SA 1423 (D) at para [37]; David Crouch Marketing CC v Du Plessis (2009) 30 ILJ 1828 (LC) at para [22].

[14] 1993

(1) SA 47 (W) at 58B; See also Reddy supra fn 5 at para [20]; Ball supra fn 7 at para 22; Shoprite Checkers supra fn 5 at para [43]; Medtronic supra fn 8 at para 34; Vumatel supra fn 3 at para [40].

[15] See: Esquire System supra fn 5 at para [40].

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.saflii.org/za/cases/ZALCJHB/2023/107.html>

CASE PAGE <https://chat.esheria.ai/case-law/south-africa/unknown-plaintiff-v-unknown-defendant-restraint-of-trade-alcjhb-2023-j488-23>

Prepared on 14 October 2026 · Esheria