IN THE SOUTH GAUTENG HIGH COURT

(JOHANNESBURG)

Case No. 08/32943

In the matter between

BHUGWAN, KAMAL SHANTILAL **Applicant**

and

JSE LIMITED **Respondent**

JUDGMENT

C.J. CLAASSEN J

[1] The applicant has approached this court on notice of motion seeking relief to review a decision made by the respondent pursuant to the provisions of Rule 53 of the Uniform Rules of Court. In the notice of motion the following relief is asked for:

> "1. Setting aside the decision of the respondent to find (*sic*) that the applicant does not comply with the respondent's criteria of good character and high business integrity in terms of section 4.10.1.3 of the Equity Rules;
>
> 2. Directing the respondent to certify that the applicant fulfills its criteria of good character and high business integrity;
>
> 3. Alternatively to the order in paragraph 2 above, an order declaring that the respondent (*sic*, should be the applicant) fulfills the respondent's criteria of good character and high business integrity;
>
> 4. Alternatively to paragraphs 2 and 3 above, an order that the matter be remitted to the respondent with the appropriate directions to ensure fair procedural administrative

action as the Honourable Court deems fit including but not limited to the right to a proper hearing which shall include:

4.1. The right (to) be presented with the evidence of lack of good character and high business integrity;

4.2 The right to lead evidence to refute such allegations;

4.3 The right to be legally represented;

4.4 The right to appear in person;

4.5 The right to deliver oral and/or written argument and submissions;

4.6 The rights set out in section 3(2)(b) and (c) of the Promotion of Administrative Justice Act, 3 of 2000;

4.7 Any other rights which the Honourable Court deems fit.

5. Ordering the respondent to pay the costs of the application."

[2] By way of introduction, it should be noted that the parties had subsequently agreed that it would not be necessary for this court to make any final determination as to the correctness or otherwise of the conclusions reached in a forensic accountant's report regarding the fitness or otherwise of the applicant in regard to the Equity Rules. In the light of this agreement, the ambit of the current review application has substantially decreased. In this regard I quote from paragraphs 23 to 25 of applicant's heads of argument where the following is stated:

"23. It is submitted that ultimately the issue of whether the Applicant is indeed guilty of such conduct as alleged by the Respondent, is an issue to be adjudicated and determined by the Respondent and not the Honourable Court.

24. Indeed this is conceded in paragraph 15 of the agreement regarding the forensic report, where the parties agreed as follows:

"The parties agree that it is not necessary in the light of the amendment for the Court to make any final determination as to the correctness or otherwise of the conclusions reached by the forensic accountants in the report."

25. Therefore it is submitted that essentially the Honourable court only has to consider the aforesaid common cause facts and essentially the following issues:

25.1 Whether the communication regarding the applicant contained in the 18 April e-mail constituted a decision as defined in PAJA;

25.2 Whether the applicant was afforded procedurely fair administrative action;

25.3 Whether the applicant was obliged to exhaust the internal remedies referred to by the respondent;

> 25.4 Whether the conduct of the respondent was in the circumstances constitutional, rational and justifiable."

[3] At the outset of the debate before me, I indicated that it would appear convenient and feasible to argue first the relief sought in par. 1 of the notice of motion and as set out in paragraph 25.1 of applicant's heads of argument. The applicant alleges that the respondent took a decision whereas the respondent alleges that no decision was taken at all. It would follow that, should the court uphold the respondent's contention that no decision was taken at all, then the necessity to decide the remaining issues would fall away. It is only in the event of a finding that a decision was indeed taken as contained in the e-mail of 18 April, that the other issues will remain alive for resolution.

[4] Counsel then proceeded to argue the question whether or not a decision was indeed taken whereafter I reserved judgment. I gave the assurance that should I uphold the applicant's contentions in this regard, the matter will be set down again for further argument before me to deal with the remaining issues referred to above. I shall then proceed to deal with the question whether or not the email of 18 April 2008 is to be construed that a decision was made by the respondent.

THE LAW RELATING TO AN ADMINISTRATIVE ACT

[5] In **Gamevest (Pty) Ltd v Regional Land Claims Commissioner, Northern Province and Mpumalanga and Others** 2003 1 SA 373 (SCA) at paragraphs [11] and [12], Olivier JA stated in regard to the "ripeness"[1] of the case for judicial review as follows:

> "[11] It is patently clear that the fundamental right created by s 33(1) and (2) of the Constitution is that of lawful and procedurally fair *administrative action*. I emphasise the words 'administrative action', because they emphasise the very first question to be asked and answered in any review proceeding: what is the *administrative act* which is sought to be reviewed and set aside? Absent such an act, the application for review is stillborn.
>
> [12] What is an *administrative act* for the purpose of justiciability? There is no neat, ready-made definition in our case law, but in **Hira and Another v Booysen and Another** 1992 4 SA 69 (A) Corbett CJ at 93 A-B required, for common-law review, the non-

[1] See also J.R. de Ville, "Judicial Review of Administrative Action in South Africa", revised first edition, pages 448 – 453.

> performance or wrong performance of a statutory duty or power; where the duty/power is essentially a decision-making one and the person or body concerned has taken a decision, a review is available…"

[6] The existence of a decision as a prerequisite for any judicial review thereof was reiterated by Nugent JA in **Grey's Marine Hout Bay (Pty) Ltd and Others v Minister of Public Works and Others** 2005 6 SA 313 (SCA) at par. [22]:

> "At the core of the definition of administrative action is the idea of action (a decision) 'of an administrative nature' taken by a public body or functionary."

[7] The Promotion of Administrative Justice Act 3 of 2000 defines in s 1 *administrative action* as denoting "any decision taken, or any failure to take a decision, ……" It further defines "decision" as meaning:

> "… any decision of an administrative nature made, proposed to be made, or required to be made, as the case may be, under an empowering provision, including a decision relating to –
>
> (a) making, suspending, revoking or refusing to make an order, award or determination;
> (b) giving, suspending, revoking or refusing to give a certificate, direction, approval, consent or permission;
> (c) issuing, suspending, revoking or refusing to issue a licence, authority or other instrument;
> (d) imposing a condition or restriction;
> (e) making a declaration, demand or requirement;
> (f) retaining, or refusing to deliver up, an article; or
> (g) doing or refusing to do any other act or thing of an administrative nature, and the reference to a failure to take a decision must be construed accordingly."

[8] The cumbersome definition of "decision" in s 1 of PAJA does not assist one in coming to a conclusion whether or not a certain set of facts constituted the making of a decision. The definition assumes the existence of a decision of an administrative nature and then proceeds to indicate what kind of decisions are included. What kind of action will constitute a decision, will depend upon the circumstances of each case.

[9] It will be the task of this court to ascertain the meaning of the words used in the particular e-mail as understood in the context of the relevant surrounding circumstances which led to the drafting and sending thereof. In so doing it will be necessary to give every

word or expression its ordinary meaning and in this regard lexical research may be useful and possibly indispensable.

(a) The new Shorter Oxford English dictionary at page 608 defines "decision" as follows:

> "1. The action of deciding a contest, dispute, etc.; settlement, a final (formal) judgment or verdict….. 2….. 3. The action of coming to a determination or resolution with regard to any point or course of action; a resolution or conclusion arrived at."

(b) The American Heritage Dictionary of the English Language, 4th Edition, gives the following definition of "decision":

> "1. The passing of judgment on an issue under consideration. 2. The act of reaching a conclusion or making up one's mind. 3. A conclusion or judgment reached or pronounced; a verdict."

(c) The Oxford Thesaurus (1991) pp 83 and 84 defines the word as: "1.*settlement, *judgment, *settlement, decisiveness, *determination, *resolution, settling, resolving, arbitration: 2. conclusion, resolution, verdict, *sentence, ruling, *finding, *decree, *outcome: 3. *determination, firmness, decidedness, *resolve, conclusiveness, steadfastness, *purpose, purposefulness:…"

[10] Having regard to the aforesaid definitions and authorities, it would seem to me correct, as submitted by Mr. Marcus, that for a decision to have been taken which is capable of review, all or at least some of the following steps must have been completed in the decision-making process:

1. Save where an authority legitimately acts cohersively or of its own accord, a final application, request or claim must have been addressed by a subject to an authority which exercises statutory or public powers to exercise those powers in relation to a set of factual circumstances applicable to the subject;

2. All relevant information, either presented by the subject or otherwise reasonably available must have been gathered (which may require an investigative process) and placed before the authority which is to make the decision;

3. There must have been an evaluative process where the authority considers all of the information before him or her, identifies which components of such information are

relevant and which are irrelevant and in which the authority assigns, through a process of value judgments, a degree of significance to each component of the relevant information, regard being had to the relevant statute or other empowering provision in terms of which the authority acts;

4. A conclusion must have been reached by the authority, pursuant to the evaluative process, as to how his or her statutory or public power should be exercised in the circumstances; and

5. There must have been an exercise of the statutory or public power based on the conclusion so reached.

[11] Ultimately the facts in each circumstance will have to be evaluated to determine whether or not the processes referred to above have been complied with or to what degree these processes exist, for purposes of deciding whether an administrative decision had been taken. When applied to a set of facts it will be a matter of degree to determine whether an issue is ripe for review adjudication on the basis that the decisional process had been completed. In Baxster "Administrative Law" 1984 page 720, the following is said in regard to the process of determining whether or not a decision had been taken:

> "It is submitted that the appropriate criterion by which the ripeness of the action in question is to be measured is whether prejudice has already resulted or is inevitable, irrespective of whether the action is complete or not. Once unlawfulness is manifest in a form which cannot be corrected no matter how the public authority continues to act, there is no point in insisting that the complainant should continue to go through the motions before bringing the matter to court."

[12] Of importance is for the adjudicator to evaluate the decision-making process in the context in which it is alleged a decision was taken. In **Aktiebolaget Hässle and Another v Triomed (Pty) Ltd** 2003 1 SA 155 (SCA) at paragraph [1] Nugent JA quoted with approval the remark made by Lord Steyn in **R v Secretary of State for the Home Department**, *ex parte Daly*[2] 'context is everything'. Nugent JA continued:

[2] [2001] 3 All ER 433 (HL) at 477(a).

> "And so it is when it comes to construing the language used in documents, whether the document be a statute, or a contract, or, as in this case, a patent specification."

THE CONTEXT IN WHICH THE E-MAIL OF 18 APRIL 2008 WAS DRAFTED AND SENT

[13] The facts in regard to the contextual background giving rise to the email are not really in dispute. This factual matrix is set out in paragraph 60 to 76 of the respondent's answering affidavit. The respondent's allegations are to be read with certain agreements concluded between the parties produced by the applicant pursuant to a notice in terms of Rule 35(12) of the Rules of this court.

[14] It is common cause that the applicant was formally employed as a stock broker by a firm called Cahn Shapiro. Thereafter he was employed by various other firms, *inter alia* Africor Securities (Pty) Ltd, Metam Asset Management and Legae Securities (Pty) Ltd. During March 2008 the applicant concluded a series of agreements with a company known as Groombridge Securities (Pty) Ltd. The agreements included a loan agreement, a shareholders agreement, a cession *in securitatem debiti*, a service agreement and a subscription agreement. The subscription agreement set out the terms and conditions upon which the applicant offered to subscribe for certain shares in Groombridge Securities and upon which such shares would be allotted and issued to him. Clause 3 thereof contained certain conditions precedent. In short it stipulates that the agreement between Groombridge Securities (Pty) Ltd and the applicant is subject to the fulfillment of *inter alia* the condition "that each of the persons, individually constituting the Subscriber are accepted by the JSE as being fit and proper and capable of being directors and/or shareholders in and to the Company" (Groombridge Securities (Pty) Ltd). It further states that should "the conditions precedent remain unfulfilled", then the agreement "shall not come into force and effect".

[15] Pursuant thereto and on 7 April 2008, one of the directors of Groombridge, Mr. Peter Coutromanos, addressed an e-mail letter to certain officials in respondent's employ: Ann Clayton (a senior manager, surveillance dealing *inter alia* with membership applications), Alex Naicker (who deals with membership applications in the customer services division)

and Assimina Karamitsos (who deals with membership applications in the surveillance division). A copy of this e-mail is annexure "LC18" attached to the respondent's answering affidavit. Mr. Coutromanos stated the following therein:

> "I hereby advise that the share register of Groombridge Securities will be as reflected in the attached spreadsheet.
>
> We are proceeding with the necessary subscription agreements and related documentation and will have this finalized by the end of this week.
>
> In the interim if you could let me know if the register and individuals are in conformance with JSE requirements."

[16] The attached spreadsheet indicated that the applicant was to take up a 12% shareholding in Groombridge. This shareholding has a bearing on the "fit and proper requirements" of the Equity Rules. In this regard Rule 4.10 provides as follows:

> "4.10 Fit and Proper Requirements
>
> 4.10.1 An officer or non-executive director of a member, or a shareholder who is a natural person and who directly or indirectly holds in excess of 10% of the issued shares of a member, must, subject to any waiver by the JSE –
>
> 4.10.1.1 be of full legal capacity;
>
> 4.10.1.2 not be an unrehabilitated insolvent; and
>
> 4.10.1.3 comply with such criteria of good character and high business integrity as the JSE deems fit.
>
> 4.10.2 In determining whether a person complies with Rule 4.10.1.3, the JSE will take into account, *inter alia*, whether the person has been –
>
> ……..
>
> 4.10.2.4 the subject of a formal investigation by any regulatory or government agency;
>
> ……..
>
> 4.10.2.8 refused entry to or expelled from any profession or vocation or been dismissed or requested to resign from any office or employment, or from any fiduciary office or similar position of trust …….. "

[17] On the same day, Ann Clayton addressed an e-mail letter to Gary Clarke, the company secretary of the respondent, enquiring what would be required to evidence compliance with Rule 4.10 in respect of shareholders or directors listed in the spreadsheet. The e-mail was copied to Shaun Davies who is now the director: surveillance, of the respondent. A copy of this e-mail is attached as annexure "LC19" to the respondent's answering affidavit.

[18] On Wednesday 9 April 2008 Shaun Davies read the e-mail forwarded by Alex Naicker and attaching the spreadsheet indicating that the applicant was to take up 12% of the shareholding in Groombridge. He was immediately concerned when he noticed that the applicant was to be the "Alternate Settlement Officer" of Groombridge. Davies was aware of the investigation that had been instituted surrounding the departure of the applicant from the employment of Cahn Shapiro. He immediately addressed an e-mail[3] to Ann Clayton saying the following:

> "Is Kamal also their Compliance Officer? He has a history. I've got a file on him."

Ann Clayton responded by stating:

> "O dear! Yes, he is their compliance officer – I will chat to you".

[19] On Friday 11 April, Davies and Clayton discussed the matter and Clayton undertook to telephone Coutromanos of Groombridge. She did so on Monday 14 April and informed him of the respondent's concern in relation to the applicant's fit and proper status. She requested Coutromanos to discuss the circumstances surrounding the termination of the applicant's employment with Cahn Shapiro in March 1999, with the applicant. Clayton informed Coutromanos that should the applicant make a frank disclosure of the circumstances surrounding the termination of his employment with Cahn Shapiro, the respondent would be open to considering accepting his fit and proper status even if it involved admission of some impropriety on the applicant's part. She conveyed to Coutromanos that the respondent would consider the matter with an open mind.[4]

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[3] See annexure "LC21" attached to the answering affidavit.
[4] See par. 71 of respondent's answering affidavit.

[20] On 17 April 2008, Coutromanos telephoned Clayton and informed her that he and Burrell (the other director of Groombridge) had met with their attorney Mr. Michaelides and that they had decided on his legal advice to invoke the non-fulfillment of the condition precedent clause in the agreement with the applicant. They requested the respondent to provide something in writing which documented the respondent's concern regarding whether or not the applicant complied with the respondent's fit and proper requirements. Clayton's impression was that this request also emanated from the advice of Groombridge's attorney Mr. Michaelides.[5]

[21] Clayton discussed this request from Groombridge's directors with Gary Clarke, the company secretary of the respondent. They decided to agree to the request and hence on 18 April 2008 the e-mail[6] was sent by Gary Clarke to Coutromanos of Groombridge. This e-mail was also copied to Clayton and Davies. It records that the subject of the e-mail is "shareholders – Rule 4.10". In the e-mail Clarke sets out the provisions of s 4.10 of the respondent's Equity Rules. The e-mail then concludes with the following:

> "The JSE has information at its disposal which indicates that Mr. Kamal Bhugwan does not comply with such criteria of good character and high business integrity as the JSE deems fit.
>
> The JSE has no objection to any of the other proposed shareholders as set out below.
>
> ……
>
> Please contact me, or Ann Clayton should you wish to discuss this matter further."

[22] In paragraph 74 of the answering affidavit the deponent makes the following important statements:

1. The information which the respondent had at its disposal consisted of 3 reports obtained from Loss Adjusters.

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[5] See par. 72 of respondent's answering affidavit.
[6] See Annexure "KB2" attached to the applicant's founding affidavit.

2. No decision had been taken by the respondent to the effect that the applicant did not comply with the fit and proper requirements before sending the e-mail of 18 April nor has any such decision been taken subsequently.

3. The letter draws attention to the fact that the respondent has at its disposal information and invites further discussion of the matter.

4. The request as to whether or not the applicant satisfies the fit and proper requirements, was not addressed to the respondent by the applicant but by the directors of Groombridge Securities in order for them to decide whether or not to invoke the condition precedent provisions of their agreement with the applicant.

5. The e-mail was sent at the specific request of Groombridge who were acting on the advice of their attorney Mr. Michaelides in this regard.

[23] In response to the e-mail of 18 April Mr. Michaelides, acting on behalf of the applicant, wrote a letter dated 23 April 2008[7]. Far from regarding the e-mail of 18 April as a "decision", this letter purports to respond to the invitation to discuss the matter further. On page 3 of the letter "KB4" the following is stated:

> "Our client has instructed us to assist with the finalisation of any matters that require to be dealt with in order that our client may be declared fit and proper and to this end, and in order to assist our client, we would be grateful if you would furnish our offices with the following information and/or documentation."

A list of 8 items of information requested appear. The letter continues:

> "Our client requires the above information and documentation in order to be appraised of the position and in particular where our client can assist in finalising the relevant processes and actions in order that the matter/matters against our client may be finalised. It is apparent however, to our client that:
>
> 1. There has been an inordinate delay occasioned by the JSE in finalisation of matters to which our client is a party…..".

[7] See Annexure "KB4" attached to the founding affidavit.

[24] In response to the aforesaid letter the respondent wrote a letter dated 19 May 2008[8] wherein the following is stated:

> "1. We refer to our recent discussion and your letter of 23 April 2008. It has come to the attention of the JSE that there are certain facts and circumstances that may indicate that your client does not comply with the requisite criteria of good character and high business integrity."

A background is then sketched in regard to the circumstances under which the applicant's employment was terminated with Cahn Shapiro and then the letter continues as follows:

> "12. The JSE hereby requests your client to furnish the JSE and Groombridge with all the facts and information at his disposal that will indicate that he satisfies the JSE's fit and proper requirements notwithstanding the serious allegations of improper conduct that have been leveled against him. We would specifically appreciate your client's submissions relating to his failure to mention the reasons for the termination of his employment with Cahn Shapiro during his current and previous applications to the JSE.
>
> 13. The JSE will, after receipt of your client's reply consider all the facts and information at its disposal and decide whether Mr. Bhugwan does indeed comply with the JSE's fit and proper requirements."

[25] Thereafter an impasse occurred whereby the applicant declined to respond substantively to the invitation to provide an explanation and the respondent took up the attitude that the applicant had a duty of full disclosure to the respondent to divulge all relevant information in this regard. And that is where the matter presently stands.

EVALUATION

[26] Mr Kairinos for the applicant was obliged to argue the matter on the aforesaid facts. He stressed that the e-mail of 18 April constituted a final and definitive decision which had immediate and direct legal consequences for the applicant. In the alternative, he submitted that the e-mail of 18 April constituted a preliminary decision which will have serious consequences for the applicant and relied for this submission on **Oosthuizen's Transport**

[8] See Annexure "KB6" attached to the founding affidavit.

(Pty) Ltd and Others v MEC, Road Traffic Matters, Mpumalanga and Others 2008 2 SA 570 T at paragraphs [25] – [27].

[27] I cannot agree with the submissions made by Mr. Kairinos. Let me say immediately that a simplistic linguistic reading of the e-mail does not conform to the dictates of a decision having been taken by the respondent. In my view, the operative word is "indicates". The drafter of the letter did not use words such as "confirms", "establishes" or "proves". These words are consistent with a decision having been taken. Instead the word "indicates" was used. The ordinary understanding of the word "indicate" according to the Shorter Oxford Dictionary page 1056 is:

> "To point out, point to, make known, show. 2. To be a sign or symptom of. 3. To point out, direct attention to 4. To state or express; to express briefly, likely, or without development; to give an indication of".

[28] In my view, the letter, properly construed linguistically, was to give the applicant an indication of information in possession of the respondent which would tend to indicate that he did not comply with the requisite requirements. I am fortified in this linguistic interpretation by the fact that the letter invites further discussion of the matter. It does not purport to close the door after a final and determinative decision had been made.

[29] However, even if the aforesaid linguistic interpretation constitutes an over simplification, I am of the view that a contextual approach puts the matter beyond doubt. In the founding affidavit no case is made out that the applicant "applied" to the respondent for a determination as to whether he complied with the Equity Rule s 4.10. The only allegation made in this regard is found in par. 17 of the founding affidavit which states as follows:

> "17. Pursuant to the conclusion of the aforesaid agreements and in mid April 2008, I was advised by Peter Coutromanos of Groombridge, that the application submitted to the respondent for a determination of whether I complied with such criteria of good character and high business integrity as the respondent deemed fit, had failed. In this regard I attach hereto as annexure "KB1" a copy of a letter received by myself from Groombridge."

No details are supplied of "the application submitted to the respondent" for such a determination. In fact, there was no such formal application, request or claim by the applicant to the respondent to exercise a statutory power in this regard. Instead there was an informal query by e-mail from someone other than the applicant, namely Groombridge for the purpose of establishing whether a condition precedent in a private agreement was or was not satisfied. On this simple ground the applicant's case should fail. There is no basis in law to review a so-called decision if the applicant does not make out a case that he had applied for such decision to be made.

[30] Furthermore, the response of the applicant's attorney Mr. Michaelides in the letter dated 23 April 2008 is completely destructive of any understanding that a decision had been taken. The letter requires further information in order to assist the finalisation of the applicant's status. Such allegation is directly in conflict with any contention that the e-mail of 18 April constituted a final and definitive decision. The applicant cannot be permitted to reprobate and approbate: If there was a decision, no further assistance afforded by the applicant would have served any purpose; alternatively, if there was no decision, the offered assistance would serve some purpose in order for the respondent to come to a decision on the matter.

[31] If the five steps analysis to constitute the making of a decision referred to earlier are to be applied to the facts of this case it seems clear to me that the applicant does not even pass hurdle No. 1. There was no formal application by him to the respondent to which the respondent could have replied. The gathering of further information to come to a decision broke down because of the respective parties' intransigent views. Thus, the gathering of information contemplated in step 2, had also not yet commenced. Furthermore, if the analysis proffered by Baxter *supra*, is applied to this case, it is clear that no prejudice has been suffered by the applicant. This is so because ultimately the respondent and not the court, is to decide whether the applicant is guilty of any misconduct.

[32] In my view the final nail in the coffin of the applicant's case is to be found in the fact that the allegations made in par. 74 of the answering affidavit stand uncontradicted. The

applicant's reply to these allegations are to be found in par. 36 of the replying affidavit. No counter allegations of fact are made. Applicant confines himself to a reiteration of his legal contentions that he had not been afforded an opportunity to explain his position. That constitutes no answer to the factual allegations made in par. 74 of the answering affidavit.

[33] That being the case I am of the view that the application cannot succeed. At the very best for the applicant there is a dispute as to whether or not a decision was made. This dispute cannot be resolved on the papers, and therefore it must be resolved in favour of the respondent.[9]

COSTS

Mr. Marcus asked for costs to follow the result and an order to include the costs occasioned by the employment of 2 counsel. I am of the view that this would be the correct order to make. The applicant also employed 2 counsel. The matter, if it had not been disposed of on the first leg of the inquiry, would have constituted a very complicated matter, justifying the employment of 2 counsel.

The following order is made:

1. The application is dismissed with costs.
2. The costs are to include the cost occasioned by the employment of 2 counsel.
3. The costs are also to include the costs which were reserved on 2nd February 2009.

THUS DATED AND SIGNED AT JOHANNESBURG ON THIS ……. DAY OF JULY 2009.

C.J. CLAASSEN
JUDGE OF THE HIGH COURT

[9] **See Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd.**1984 3 SA 623 AD at 634 D – 635 C; **SA Veterinary Council v Mrs. Szymanski** 2003 4 SA 42 (SCA) at paragraphs [23] – [31]; **S.A. Veterinary Council and Others v Veterinary Defence Association** 2003 4 SA 546 (SCA) at paragraphs {38] – [39].

Adv. For the Applicant :	Adv. G. Kairinos and Adv. J. Partington.
Attorneys for Applicant:	George Michaelides Attorneys
Adv for Respondent:	Adv. G.J. Marcus SC and Adv. A.C. Dodson
Attorneys for Respondent:	Webber Wentzel Inc.

The matter was argued on 28 May 2009.

Judgment Date: 31st July 2009.

BUGWHAN K.S. v JSE 08/32943

This case dealt with the question whether an administrative act constituted a “decision” as contemplated by common-law and the Promotion of Administrative Justice Act No. 3 of 2000. It deals with the attributes and elements of administrative actions which are required to constitute a decision which would be reviewable.