



IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

Case number : 19/32332


DELETE WHICHEVER IS NOT APPLICABLE

(1) REPORTABLE: YES/NO

(2) OF INTEREST TO OTHER JUDGES: YES/NO

(3) REVISED

DATE: 17/09/2020

SIGNATURE: 

IN THE MATTER BETWEEN:

EZULWENI INVESTMENTS (PTY) LTD

Applicant

and

AFRICAN NATIONAL CONGRESS

Respondent

JUDGMENT

BHOOLA AJ:

Introduction

[1] The applicant is an integrated marketing agency, which offers a range of services to exclusive clientele such as the respondent. Its services include, *inter alia*, supplying various branded products including PVC banners, hand flags, street pole flags, stickers and branded clothing. It supplied PVC banners to the respondent ("ANC") during its 2019 election campaign in terms of an oral agreement entered into with two ANC officials. The ANC denies that an agreement was concluded and/or that the officials had the authority to conclude the agreement on its behalf.

[2] The applicant seeks relief in the following terms:

1. *Payment in the amount of R 100 050 000;*
2. *Interest thereon at the rate of 15% per annum from 9 May 2019, alternatively, 31 May 2019, further alternatively, 30 June 2019 at the rate of 10.25% per annum to date of payment;*
3. *Payment of the sum of R 2 415 000;*
4. *Interest on the aforesaid amount at the rate of 10.25% per annum from 9 May 2019, alternatively, 31 May 2019, further alternatively, 30 June 2019 to date of payment;*
5. *Costs of the application;*
6. *Further and /or alternative relief.*

Factual background

[3] In his founding affidavit the Chief Executive Officer of the applicant, Renash Ramdas ("Ramdas"), alleges that during the 2014 general elections he concluded an oral agreement with Nhlanhla Mabaso ("Mabaso"), the Finance Manager of the ANC, to provide it with branded street pole banners for its election campaign. The contract was not concluded with the applicant but with a close corporation of which Ramdas is a member, Gladmod

Transport and Projects 47 CC ("Gladmod"). The agreement was concluded when Mabaso, on behalf of the ANC, accepted Ramdas's quotation for the supply of PVC banners for the ANC's election campaign. In all its dealings with the ANC in relation to the 2014 agreement, Mabaso had represented the ANC. The banners were supplied and full payment was made for them by the ANC. At all times in Ramdas's dealings with the ANC, Mabaso represented the organisation. This is further confirmed in a written acknowledgement of debt signed by Mabaso on an official letterhead.

[4] Ramdas avers that he is a loyal member of the ANC and his dealings with the ANC over many years were always concluded with a handshake without any written agreement being concluded. The commercial entities that he represented were always paid by the ANC for services rendered by them.

[5] During January 2019, after Ramdas had contacted Mabaso, they met for the purposes of a presentation by Ramdas, this time on behalf of the applicant, for the supply of branded goods to the ANC for the 2019 election campaign. The meeting ("the first meeting") took place at the ANC headquarters at Luthuli House. Mabaso introduced Ramdas to Lebohang Nkholise ("Nkholise"), as the person responsible for procurement on behalf of the ANC for the duration of the election campaign.

[6] Ramdas attended a further meeting ("the second meeting") with Mabaso and Nkholise on 20 February 2019. Prior to the meeting Ramdas had forwarded Mabaso a quotation dated 11 February 2019 listing the unit prices of the items that could be supplied by the applicant. The quotation listed the price of the PVC banners as R2900 per banner excluding VAT. The banners are re-useable and are 230cm x 100cm in size and include two metal rods, u-bolts and nuts that fit onto steel poles.

[7] At the second meeting, Mabaso and Nkholise expressed an interest in the PVC banners and placed an order for 30 000 banners to be supplied to the ANC. They requested that the banners be supplied in the week prior to the 8 May national elections for the final push to attract voters to the polling

stations. The parties agreed that the applicant would also install the banners in prominent positions on street poles and at polling stations throughout the country (except the Cape Province). Ramdas agreed that the applicant would supply and install the banners. In addition to the supply and installation of the banners, the parties also agreed on the following further terms: the applicant would remove the banners after the elections for a further amount of R70 excluding VAT per banner; and that the ANC would provide the design work for the banners. Ramdas alleges in his founding affidavit that the parties further agreed that payment would be made to the applicant on finalisation of the elections, alternatively within thirty days from date of an invoice in respect thereof, further alternatively within a reasonable time after the elections.

[8] Ramdas alleges that it was self-evident to all the meeting participants that time was of the essence and in order for the applicant to properly implement the project, it was necessary to immediately commence with the manufacturing of the banners. The applicant proceeded to order the steel poles and other materials for the frames and employed additional staff to assist in production of the PVC banners.

[9] Producing the PVC banners required a substantial investment in procuring of the materials required for their manufacture as many suppliers required upfront deposits. These funds were provided by the directors of the applicant. At one point Ramdas also approached Nkholise to request a deposit but Nkholise informed Ramdas that the ANC was experiencing cash flow constraints as a result of election campaigning, but assured him that the applicant would be paid immediately after the elections.

[10] Ramdas avers that thereafter he constantly communicated with both Nkholise and Mabaso and kept them updated on progress with the production of the banners. This is not disputed by the respondent. Ramdas's communications included photographs of the process of manufacturing the banners. The printing component of the manufacture was done in Durban and in China.

[11] In a letter dated 8 March 2019, the applicant sought a formal order from the ANC given its substantial outlay of upfront costs. In reply the ANC provided it with a letter dated 2 April 2019 ("the 2 April letter") signed by the head of elections, Mr Fikile Mbalula ("Mbalula") and addressed to the ANC Treasurer General Mr Paul Mashatile ("Mashatile"). The letter appears on the ANC's letterhead and states as follows:

"To : Treasurer-General

Comrade Paul Mashatile

Cc: Cde Bongani Mahlalela

Cde Nhlanhla Mabaso

Re Signing of election's money

Dear Comrades

This communiqué is to inform the Finance Department that Comrade Lebohang Nkholise has been assigned as the signatory for bookings and money for the duration of the Elections Campaign.

Yours comradely

(signature)

Head of Elections

F.A. Mbalula."

[12] On 4 April 2019, the applicant forwarded two invoices to Nkholise, one in respect of the contract price for the manufacture and sale of the banners (from which the VAT amount was accidentally omitted), and another in respect of the installation and removal of the banners. It is not in dispute that

the ANC received the invoices and at no point prior to these proceedings raised any objection to them.

[13] Consistent with the oral agreement between the parties, on 9 April 2019 Nkholise forwarded to Mabaso an email containing the ANC's final design for the banners. Mabaso in turn forwarded the email containing the final design of the poster to the applicant. The transmission of the final design for the banners to the applicant is confirmed in the answering affidavit.

[14] On 9 April 2019 the applicant was provided with a further letter addressed by Mbalula to Mashatile ("the 9 April letter") in the following terms:

"AFRICAN NATIONAL CONGRESS

HEAD OF ELECTIONS OFFICE

TO CDE PAUL MASHATILE

TREASURER GENERAL

RE OUTSTANDING PVC BANNERS

Dear Paul Mashatile

This letter serves to request your office to assist us with payment for 30 000 PVC banners required for the election campaign. The total cost is R 87 000 000, R2 900 per PVC banner.

This letter is accompanied by an invoice from Ezulweni Investments.

Comradely yours,

(signature)

Comrade Fikile Mbalula"

[15] On 27 April 2019 at 11:18 Ramdas send a WhatsApp message to Nkholise (whose number he had erroneously saved on his cellphone under the name Lebohang Mbalula), confirming that 20 000 of the 30 000 PVC banners could already be made available. Mabaso and Nkholise were part of a WhatsApp chat group formed by Ramdas under the name "ANC 2019" so that all messages sent by Ramdas and received from either Mabaso or Nkholise by WhatsApp could be seen by all three of them.

[16] Mabaso and Nkholise admit receiving the messages from Ramdas but deny that they responded to them. However, on the same day (27 April 2019) at 12:00 Nkholise responded with a "thumbs up" emoji, clearly indicating their approval for the 20 000 banners. There is a text note to confirm that he was responding specifically to Ramdas's message.

[17] On 29 April 2019 Ramdas sent another WhatsApp message to Nkholise and Mabaso attaching photographs of the banners that were awaiting installation along with photos of the banners already erected on street poles.

[18] On 30 April 2019 Ramdas sent (again by WhatsApp) photographs of the posters that were erected on street poles that day. On the same day he sent another message advising Mabaso and Nkholise that the applicant had paid the balance in the amount of R1.2 million to cover the cost of importing the PVC banners from China. Proof of payment was also forwarded to them by WhatsApp. The double blue ticks confirm that this message was received and read by Mabaso and Nkholise.

[19] On 2 May 2019 Ramdas sent a further WhatsApp message to Mabaso and Nkholise containing photographs of finished brackets for the PVC banners and confirming that the banners would be circulated throughout the country, except for Cape Town. Again the blue ticks confirm that the messages were received and read by Mabaso and Nkholise.

[20] On 2 May 2019 Ramdas sent WhatsApp messages to Mabaso and Nkholise informing them that the logistics involved in the installation were

huge and that the applicant had employed 100 teams with each team having to install 300 banners. Again the double blue ticks confirm receipt of these messages.

[21] Between 3 and 6 May 2019, further WhatsApp messages were sent by Ramdas to Mabaso and Nkholise to keep them informed of progress with the huge logistical task involved in erecting the banners onto street poles. They were also sent photographic proof of the installation at various points. Again the receipt of these messages is indicated by the double blue ticks on WhatsApp, but this time Nkholise also replied in the form of a clenched fist emoji, thereby confirming his approval of the actions of the applicant in accordance with the contract between them.

[22] On 4 May 2019 a meeting ("the third meeting") was held at the Garden Court hotel in Eastgate between Ramdas, Mabaso and Nkholise at which they discussed the progress with banners and Ramdas updated them on the progress with installation of the banners. The ANC admits that the meeting took place but claims that the discussion was about Mabaso and Nkholise conveying to Ramdas that no contract could be concluded without the approval of the Treasurer General and a purchase order.

[23] On 8 May when the elections were held all the banners were in place in accordance with the terms of the agreement. Furthermore, as agreed between the parties the applicant also caused all the banners to be removed after the election and placed in storage. The applicant states that they are still available to the ANC for future use.

[24] On 9 May 2019, the day after the elections, the applicant re-sent the two invoices it had submitted to the ANC on 4 April, this time correctly including the VAT amount it had excluded in error from the first set of invoices. The combined statement reflected the total amount due as being R102 465 000. No response or payment was forthcoming from the respondent.

[25] The ANC has since then refused to pay the applicant and admits that it refused to pay. Ramdas made various further attempts to resolve the issue with the ANC, *inter alia*, as follows:

25.1 A meeting was held with Mabaso on 11 June 2019 at which he acknowledged the ANC's indebtedness and undertook to resolve the matter.

25.2 On 1 July 2019 the applicant addressed a letter to the Secretary General of the ANC, which was hand delivered to him. No response was received.

25.3 On 25 July 2019 the applicant again addressed and hand delivered a letter to the President of the ANC Mr Cyril Ramaphosa seeking his assistance. No response was received.

25.4 The applicant's attorneys sent a letter of demand to the respondent on 6 August 2019. The Treasurer General of the ANC sent a reply on 13 August 2019 stating that the matter was receiving attention and he would revert in due course. No further response was received.

25.5 On 23 August 2019 a further letter of demand was sent. Again no response was received.

The issue

[26] The issue to be determined is whether the applicant and the respondent concluded an oral contract for the purchase, supply, installation and removal of PVC banners during the 2019 elections.

The ANC's defence

[27] The ANC's defence is twofold. It denies the existence of the oral agreement as well as Mabaso and Nkholise's authority to conclude the agreement on its behalf. It further asserts that the supply of materials and services related to the election has to be approved by the Treasurer General

after due process in following its supply chain policy. As such, it alleges that in relation to the applicant's claim, no approval was obtained and the prescribed internal procedure was not followed, hence no agreement was concluded.

The authority of Mabaso and Nkholise

[28] It is trite that:

"In order to conclude juristic acts on behalf of another person so as to affect that person's legal relationships, that person has to have the necessary authority".¹

[29] The applicant has to prove that Mabaso and Nkholise were authorised to act on behalf of that ANC, *"[s]ince one person is not by nature endowed with the power of concluding juristic acts on behalf of another person, the existence of authority will have to be proved by the person who alleges that the person concluding a juristic act for another person has the authority to do so".²*

[30] The fact that they were employees of the ANC is insufficient, on its own, to prove that they had the requisite authority to conclude the oral agreement with the applicant on behalf of the ANC. Authority may be proven by direct proof of an express authorisation or by inference: see *Inter-Continental Finance v Stands 56 and 57 Industria Ltd & Another*³ where Botha J remarked as follows: *"[h]owever, the other possibility, namely 'actual' authority, requires some further observations. Its existence may be evidenced by the direct proof of an express authorisation by A to B to enter into the particular agreement in question with C. Failing that, it seems to me that the existence of 'actual authority' can be established by one means only, and that is by way of inference, on a balance of probabilities, on all the admissible facts given in evidence."*

¹ LAWSA Agency and Representation (Volume 1 Third edition) [137].

² LAWSA op cit. See also *Rosebank Television and Appliance Co (Pty) Ltd v Orbit Sales Corporation (Pty) Ltd* 1969 (1) SA 300 (T).

³ 1979 (3) SA 740 (WLD) at 748 G-H.

[31] The applicant submitted that in the 2 April letter the ANC's head of elections expressly confirms Nkholise's authority in writing and this is clear evidence of direct authorisation of Nkholise. Even if this conclusion is incorrect, the ANC's conduct by way of the 2 April letter clearly constituted conduct from which an inference of direct authority could be drawn. The authenticity of the letter and fact that it was provided to the applicant are not disputed by the ANC. On this issue I am in agreement with the applicant's submissions that by providing a copy of the 2 April letter to it, the ANC sought to convey that Nkholise, the very person who had ordered the banners together with Mabaso, had the necessary delegated authority to deal with the matter and to bind the ANC in respect of election related expenditure during the election campaign.

[32] Applicant further submitted that the letter of 9 April from Mbalula to Mashatile is written on an ANC letterhead and is signed by Mbalula. It represents a clear acknowledgement by Mbalula as the head of elections of the ANC's liability in terms of the invoice that had been received from the applicant. The fact that it corresponds with the invoice is apparent from the fact that it, like the invoice, reflects the amount due in respect of the banners of R 87 million exclusive of VAT. This corresponds with the erroneous omission of VAT in the first invoice sent by the applicant. The applicant submits that this letter was clearly provided to it in order to give it reassurance that the ANC accepted liability in terms of the oral agreement.

[33] In its answering affidavit the ANC avers that the letter was compiled by Nkholise, that the signature was an electronic signature of Mbalula attached by Nkholise, and that the letter had in fact never been placed before Mbalula. It was also never seen by the elections committee or the Treasurer General and was never sent to them. Applicant submits that this evidence is hearsay, no confirmatory affidavits from Mbalula or Mashatile are attached, and this version is in any event implausible. If it is correct however, it confirms that Nkholise considered the ANC to be bound to pay the invoice received from the applicant pursuant to the oral agreement as at 9 April 2019. It gives the lie to Mabaso's assertions that he and Nkholise conveyed to Ramdas at the

meeting that they had no authority to represent the ANC, and that the ANC would only conclude a contract once there was approval by the Treasurer General as well as a purchase order. It also demonstrates that the ANC's assertions that the meetings held between the parties were meetings at which it was reiterated to the applicant that it needed to comply with the ANC's internal procurement policy, were factually incorrect.

[34] As applicant submitted, and I agree, the direct authorisation of Mabaso and Nkholise can further be inferred from the following facts :

34.1 Mabaso, the ANC's finance manager, duly represented the ANC in the 2014 election campaign when he orally accepted a quotation from Ramdas on behalf of the ANC. When Mabaso met with the applicant's representative in 2019, there was no suggestion by him that he was no longer authorised to do so.

34.2 Mabaso also chose to attend meetings together with Nkholise, whom he had introduced to the applicant, without either inviting the Treasurer General or any other senior officials to the meetings, and without referring Ramdas to the Treasurer General or any other senior officials. This warrants an inference that both he and Nkholise had direct authority. In this regard the answering affidavit confirms that they were the only two officials from the ANC who engaged with the applicant.

34.3 Mabaso and Nkholise provided the applicant with the final design of the banners on 9 April 2019, and the ANC's contention that this was sent purely for information purposes is patently implausible. This was the final design that appeared on the PVC banners throughout the country and it was never suggested that the design was not approved by the ANC.

[35] Furthermore, the numerous WhatsApp messages sent by Ramdas to Mabaso and Nkholise, attaching photographs and reporting on progress with the banners, providing proof of having paid R1,2 million in respect of airfreight, and six days before the election indicating that 100 teams had been

deployed to install the 30 000 banners and the areas where they were installed; as well as the third meeting (a few days prior to the elections) at which Ramdas reported on progress with the banners, did not at any stage meet with objections or admonitions from either Mabaso or Nkholise to stop the activities or to caution that the applicant will not be paid for them. On the contrary, their responses to all the WhatsApp messages, in the form of emojis, confirmed that the applicant should proceed. This is further evidence from which direct authority on their part to represent the ANC can be inferred. As applicant submitted, these facts are inconsistent with the version in the answering affidavit that Mabaso and Nkholise repeated on every occasion in which they engaged with Ramdas *"that without TG approval and a purchase order, the ANC did not agree to the supply of election materials."*

[36] It is also significant that neither Mabaso nor Nkholise responded, when applicant sent the first invoices on 4 April 2019, by denying that they had the authority to contract with the applicant or disputing that there was any need to supply the materials or install the banners. On the contrary, on the ANC's own version, Nkholise prepared the 9 April letter in which he inserted Mbalula's electronic signature requesting the Treasurer General to make payment for the installation and supply of the 30 000 banners. As was submitted on behalf of the applicant, this is not the conduct of someone who is not authorised to act as such. Furthermore, no explanation is forthcoming from ANC to the effect that the purport and preparation of this letter was for reasons other than to request payment in terms of the oral agreement concluded with the applicant. I agree with the applicant's submission therefore that the 9 April letter in itself fortifies the inference of Nkholise's direct authority. The ANC's assertion that it does not know how the applicant came into possession of the letter is disingenuous. On its own version Mabaso and Nkholise were the only two officials dealing with the applicant.

[37] The ANC also disputes that the final design of the banner was sent to Ramdas for the purposes of designing the banners and alleges that it was sent only for information purposes. This allegation is not borne out by any documentary evidence, nor does it appear to be factually correct in the

circumstances, given the proximity of the elections and the urgency with which the applicant was required to act. It is also in any event at odds with the probabilities.

[38] Another issue raised by the applicant is that while it has produced evidence of its strict compliance with the terms of the contract, the ANC has not produced an iota of documentary evidence to show that it responded to the numerous messages regarding the banners and the installation thereof by disputing the existence of a contract between the parties. On the contrary, all the responses conveyed approval and support for the applicant's compliance with the terms of the contract. If there was indeed no contract, and no authority to conclude any contract, there is no explanation why this would not have been pointed out to the applicant in the severest of terms. The failure to do so in the context of the factual background and circumstances, gives rise to the inference that there was indeed an agreement concluded, that Nkholise and Mabaso had the authority to conclude it, that the applicant complied with its obligations under the agreement and that the respondent has failed to comply with its obligations.

[39] Moreover, there is no evidence that the ANC, at any stage prior to filing its answering affidavit, ever challenged the authority of either Mabaso or Nkholise to bind it, despite receiving various letters requesting payment and a letter of demand. The fact that the denial of authority first emerges in the answering affidavit speaks for itself.

The supply chain policy

[40] The ANC submits that during the election campaign the procurement of goods and services was regulated by its supply chain policy. The applicant's failure to comply with its provisions rendered the agreement invalid. The applicant submits that the following is relevant in this regard;

40.1 The policy dates from 2008. It clearly applied to the 2014 election campaign and the ANC ought to have been able to produce documentary

proof of compliance in the 2014 contract with Ramdas and other instances where procurement was made in compliance with the policy in 2019. It failed to do so.

40.2 The policy makes no reference to the four requirements the ANC relies upon for its defence based on the policy i.e. the supplier presents a proposal to the election committee; the election committee forwards the proposal recommending approval to the Treasurer General; the Treasurer General approves, and; the finance department issues a purchase order to the supplier.

40.3 The policy makes no reference to "election", "elections" or "election committee" and hence it can only be assumed that it relates to ordinary procurement management within the ANC.

40.4 The procedure envisaged in the policy would not be capable of meeting the requirements of the speedy and extraordinary procurement required during an election campaign, and as was shown to have been required from the applicant;

40.5 The policy makes no reference to the function attributed to the Treasurer General by the ANC. Instead, his functions are described as being to determine the effective date of the policy; approve amendments to the policy; prevent abuse of the supply chain management system and investigate abuse; approve re-order levels and appoint an independent person to resolve disputes between the ANC and a supplier and in the absence of such appointment resolving disputes himself.

40.6 No reference is made in the policy to the finance department or the issuing of purchase orders.

[41] I agree with counsel for the applicant that the policy clearly contains guidelines for procurement and provides for sanctions for staff who fail to comply, nothing more. It is furthermore, on its own terms, an internal

document, "*confidential and intended solely for use by the ANC and its employees and those authorised with the written consent of the ANC*". The applicant and its directors could not in these circumstances be expected to have been aware of the policy or its provisions, at the very least Ramdas as an ordinary member of the ANC. This confirms the veracity of Ramdas's evidence that the applicant was not aware of the policy and that there is no basis for the assertion that the agreement concluded did not comply with it.

[42] Furthermore, insofar as the ANC seeks to rely on its conduct related to the 2014 agreement as being distinguishable from the 2109 agreement, it has produced no documentary evidence to prove this. Its assertion therefore, that in 2014 the supply chain policy was complied with and a purchase order was created, and that the same is not true of the 2019 claim, must therefore be rejected. Indeed, as the applicant submitted, one would expect that if this assertion were indeed true, documentary evidence would have been provided of such compliance in 2014 as well as in respect of procurement in the 2019 election. In its replying affidavit the applicant challenged the ANC to produce this documentary evidence in relation to the 2014 contract. It also issued notices in terms of Rules 35(12) and 35 (14) calling upon the ANC to produce for inspection the following documents : the delegation of authority referred to in the supply chain policy; documents relating to the 2014 election proving proposals to the election committee; the Treasurer General's approval thereof and subsequent issuing of purchase orders and contracts to the successful service provider/s; any amendments to the supply chain policy; supply contracts and purchase orders between the ANC and any third party service provider in the 2019 election; documentary evidence of any disciplinary proceedings taken against Mabaso and Nkholise given the ANC's claim that they acted without authority; as well as documentary evidence to support any invitation to service providers inviting them to tender for the supply of the election material that the applicant provided. The ANC failed to respond to the Rule 35 notices or the invitation in the replying affidavit. I agree with the applicant's submission therefore that the only inference that can be drawn in the circumstances is that no such documents exist.

[43] The averment that the purpose of the third meeting was to reiterate the ANC's internal requirements for procurement, is moreover patently untrue if regard is had to (a) the content of the WhatsApp messages (b) the fact that the election was four days away and (c) the absence of any requirement to this effect in the supply chain policy.

[44] Ramdas states in his founding affidavit that the ANC never disputed its indebtedness to the applicant and that in every conversation he had with Mabaso and Nkholise they acknowledged and confirmed the ANC's indebtedness to the applicant. There can be no other conclusion but that the ANC's claim that they denied the existence of the contract and disputed its indebtedness is factually incorrect and manifestly implausible, having regard to the evidence provided by the applicant and the ANC's own supply chain document. Its defence is, at best for it, disingenuous. The facts clearly establish that:

44.1 An oral agreement was concluded between the applicant and the ANC in terms of which the applicant was contracted to supply, install and remove 30 000 PVC banners at a cost of R2900 per banner for installation and R70 per banner for removal;

44.2. The applicant duly performed on its obligations in terms of the agreement by supplying, installing and removing (after the elections) 30 000 PVC banners;

44.3 The ANC failed to honour its obligations in terms of the agreement by refusing and failing to pay the contract price.

Conclusion

[45] Accordingly, in my view the evidence establishes firmly that Mabaso and Nkholise were directly authorised by the ANC, which authorisation was express in the case of Nkholise and tacit in the case of Mabaso. They were therefore authorised to act on behalf of the ANC and to bind it, as they did, by

concluding the oral agreement with the applicant and the ANC is (with effect from 9 May 2019 when the corrected invoices were submitted to it), liable to make payment to the applicant.

Order

[46] In the premises, I make the following order:

The respondent is ordered to make payment to the applicant as follows:

- 1. Payment in the amount of R 100 050 000;*
- 2. Interest thereon at the rate of 15% per annum from 9 May 2019, to date of payment;*
- 3. Payment of the sum of R 2 415 000;*
- 4. Interest thereon at the rate of 10,25% per annum from 9 May 2019, to date of payment;*
- 5. Costs of the application.*



U. BHOOLA

Acting Judge of the High Court of South Africa

Gauteng Local Division, Johannesburg

Date of hearing: 25 August 2020 - Matter determined on the papers as per agreement between the parties.

Date of judgment: 17 September 2020 - Judgment handed down electronically by circulation to the parties' legal representatives by email and uploaded onto Caselines and released to Safli. Judgment deemed to have been handed down at 10:00 on 17 September 2020

Appearances:

Counsel for the Applicant: A Dodson SC with J Lubbe

Instructed by: Sarlie and Ismail Inc.

Counsel for the Respondent: T Bruinders SC with MM Ka-Seboto

Instructed by: Mncedisi Ndlovu & Sedumedi Attorneys