IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

CASE NUMBER: 14479/2024

In the matter between:

PROTECTA SECURITY PTY LTD Applicant
(Registration Number: 2021/662278/07)

and

ROGER DANEY Respondent

Heard on: 8 July 2024
Electronically delivered on: 12 July 2024

JUDGMENT

KUSEVITSKY, J

[1] This is an urgent application in which the Applicant, by way of interdict, seeks to enforce a restraint of trade clause as contained in the Respondent's contract of employment.

[2] The relief sought are the following:

> "2. The Respondent is interdicted and restrained from disclosing any of the Applicant's trade secrets, confidential documentation, technical and scientific information concerning the company's products and services, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies, drawings, systems, chemical formulae, methods, software, processes, clients list, programmes, marketing and/or financial information which he acquired by virtue of the employment with the Applicant;
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> 3. The Respondent is interdicted and retrained until 24 May 2027 and within South Africa from:
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> 3.1 being interested, in any way, in any business which carries on business, manufactures, sells or supplies any commodity or goods, brokers or acts as an agent in the sale or supply of any commodity or goods and performs or renders any service in competition with or identical or similar or comparative to that carried on, sold, supplied brokered or performed by the Applicant, during the period of his employment with the Applicant;
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> 3.2 soliciting, in any way, the custom of or deal with transact with, in competition to the Applicant, any business, company, firm, undertaking, association or person which, during the period of 1 year preceding the date of termination of the employment of the Respondent, has been a customer of supplier of the Applicant or Coastal Security in South Africa."

[3] The Respondent opposed the application *in person*. With regard to the question of urgency, I am sufficiently satisfied that *prima facie* the merits, the relief sought warrants the urgent court's attention.

[4] The facts underpinning the application is as follows. The Applicant carries on business in the security industry and has various branches countrywide, with its head office in Mpumalanga. It is common cause that the deponent to the founding affidavit, Mr. Johan Potgieter, under the style of the Applicant, purchased a local security company situated in Knysna named Coastal Security. During April 2024, the Applicant entered into employment contracts with the employees of Coastal Security, including the Respondent on 5 April 2024.

[5] According to the employment contract, the Respondent was employed as a Technical manager. Germane to the application are the relevant restraint clauses; clause 15 deals with confidentiality, clause 16 which deals with Company Trade Secrets and clause 18 which deals with the restraint of trade. In the application, the Applicant relies on clauses 16 and 18. Clause 16 is extensive, but in summary the provision provides that the employee would, in the performance of his duties with the company, be exposed to confidential information that is commercially invaluable to the company and generally not known or easily ascertainable in the industry. These would include technical and scientific information concerning the company's products and services and information, as well as information concerning cost information, profits, sales information, business plans and marketing methods, including customer lists and customer information. The employee agrees that he/she shall protect the confidential information of the company and shall handle it in such a way as to prevent any unauthorised disclosure.

[6] Clause 18 of the Restraint of Trade clause provides as follows:

> "For the duration of the employment agreement between the parties and for 3 years after termination thereof for whatever reason, the employee will not work as an employee, agent, representative, owner, partner, consultant, director, manager or will not engage in any other capacity in any direct or indirect competition with the business, business operation, products, customers or clients of the company."

[7] The Applicant avers that on 10 May 2024, the Respondent resigned from employment with the Applicant. In the letter of resignation, he indicated that he felt the need to move on from the security industry for personal reasons. Subsequent to his resignation, he worked the two weeks notice period as stipulated in the employment contract. He left the Applicant's employ on 24 May 2024.

[8] On 7 June 2024, it came to the knowledge of the Applicant that the Respondent was in fact employed by Allsound Security CC, also situated in the Knysna district and is the Applicant's biggest competitor in the security industry. The Applicant contends that as a former employee of the Applicant, that the Respondent has inside information in respect of the company, more specifically its client base and that he is in a position to exploit the Applicant's client list and assist the Applicant's competitors to tailor their services in such a manner that will enable it to attract clients from the Applicant, where such information is not freely available to third parties.

[9] The Applicant also contends that the Respondent is actively contacting and soliciting clients of the Applicant contrary to the contract of employment, which is causing the Applicant to lose existing clients. In this regard, the Applicant relied on instances in which ostensibly four of its clients had cancelled their services with the Applicant and instead, employed the services of Allsound Security, the Respondent's new employer. More specifically in the first instance, the Applicant says that it issued a quotation for various security services totalling an amount of R 218 273.50 to Knysna Quays, a company situated in Knysna. The Applicant avers that the quotation was verbally accepted and that the Applicant would provide the services as quoted. However, shortly after the Respondent had left the Applicant's employ, Knysna Quays informed Mr Potgieter that they had decided to contract with Allsound Security CC instead and as a result, the Applicant contends, it effectively lost the contract. The second client was a Mr James Smith. The Applicant said that they had received correspondence from Mr Smith on 4 June 2024 informing the Applicant of his intention to move to Allsound Security CC. They contend that this was strange since on 27 May 2024 in correspondence with Mr Smith, he made no mention of his intention to cancel the Applicant's services. Two other clients were mentioned, stating that they were moving to Allsound Security.

[10] The Applicant therefore contends that this will repeat over time and that it has no doubt that the Respondent approached various of its existing customers attempting to solicit them, and will continue to do so for as long as the restraint of trade clause is not enforced against the Respondent. On 12 June 2024, the Applicant's attorney sent the Respondent a letter, *inter alia* directing him to provide a written undertaking that he would immediately and forthwith terminate his employment with Allsound Security CC and that he should comply with the restraint of trade agreement. In reply, the Respondent, then represented, advised the Applicant that he was of the view that clause 18 of the employment contract was unenforceable, but nevertheless stated that he has adhered to clause 16 of the employment contract and he gave a further undertaking that he would continue to do so. The Applicant argues that that undertaking did not make provision for all of the acts which are recorded in the restraint provision; that the Respondent has not provided any bases for contending that clasue18 was unenforceable; that the restraint clause was mutually agreed upon to protect the company's legitimate business interests being its confidential information, trade secrets, customer relationships and overall competitive edge and that the Respondent signed and acknowledged the provision.

[11] On 26 June 2024, this application was served on the Respondent. On 28 June 2024, Logan Martin Inc. withdrew as attorneys of record for the Respondent. On 7 July 2024, the Respondent filed his answering affidavit. In this affidavit, the Respondent made the following averments: He relocated to Knysna from Johannesburg in June 2023 where he was employed as a radio technician for five years and under his manager, Mr Gerhard Kotze for three of those years. Mr Kotze then decided to purchase a small security company in Knysna called Coastal Security and offered that he join him as Technical Manager. He accepted the offer and relocated with permanent appointment with Coastal Security where he completed his PSIRA Grade E registration[1]. He stated that he has fifteen years' previous experience in the security industry and has acquired knowledge and experience with CCTV installation, access control systems, gate automation, alarm

[1] This is an entry level security grading necessary for patrol and guarding services.

systems and other general technical experience standard to the Security Industry. He further states that all of these systems are readily available through all of security companies and suppliers throughout South Africa and that he has never been involved with any design, research, software development or any specific expertise related to the Security Industry.

[12] With regard to his employment with the Applicant, he states that on 2 April 2024, he arrived at work and was met by the deponent who informed him that the Applicant had purchased Coastal Security and had taken over its operations. On that same, he was presented with the contract of employment, which he signed on 5 April 2024, but says that Applicant required him to backdate the start of employment date by three months so that he could be paid. It is evident from the contract that the date of appointment is from 4 February 2024. The contract also contained a probation period of three months which the Respondent was unhappy with. He states that he was informed that the probation period would be enforced regardless of his permanent employment with Coastal Security.

[13] Dissatisfied with this and other provisions which he highlighted such as work hours and job description, he decided to terminate his employment with the Applicant since the probation period did not offer him job security in order to support his family. In argument, he stated that he was the only person in his household that was employed. He resigned on 10 May 2024 and did not inform the Applicant of the real reason for his termination as he was concerned that his new employer would be vindictive. He worked his two week notice period with his last day being 24 May 2024. He returned the company laptop and says the cellphone which he used for business was his own personal cellphone which he retained. He says all calls that he received for the Applicant was redirected to another employee of Applicant.

[14] The Respondent states that he started employment with Allsound Security CC on 27 May 2024. His position is exclusively based on a private security estate known as Pezula and his job description is to supervise a team of security officers managing access control and security within the estate. He states that he does not engage with or supply quotations or installation services to any clients of Allsound Security CC and does not have any contact with any alarm monitoring and response

client bases. He avers that his current position is therefore not in direct conflict with the Applicant's client base.

[15] With regard to the allegations made pertaining to the four clients of the Applicant, the First Respondent states that during his employment with the Applicant, he assisted in preparing a quotation for Knysna Quays, which is actually an existing client of his current employer, Allsound Security CC. He says he met with their representatives on two occasions while they were obtaining quotations from alternative service providers for consideration. As support for this contention, an affidavit was obtained by a committee member of Knysna Quays. In that affidavit, the member states that the committee were looking at various security tenders for the Quays which included Fidelity Adt, their current service provider Allsound Security CC and the Applicant. The member states that at no time was there any verbal communication with any of the companies stating that they would be awarded the tender. He further states that the committee, after careful consideration of all the tenders, opted to stay with the current service provider, being Allsound Security CC. He concludes that at the time that the committee made their decision to award the tender to Allsound Security CC, he was not aware that the Respondent had been employed by them at Pezula Private Estate and confirmed that he had no influence on the committee awarding the tender to Allsound Security CC. This was confirmed by the owner of Allsound Security CC. In an affidavit, the owner, Mr Declan Nurse denied the Applicant's allegations that the Applicant had 'effectively lost the contract'. He clarified that Knysna Quays has been a client of Allsound Security CC since 1 October 2016 for the provision of guarding, CCTV installation and Monitoring services. This contract is still ongoing and was at no time cancelled nor notice of cancellation issued.

[16] With regards to the Applicant's claim that Respondent had been instrumental in the loss of the contract of Mr Smith, the Respondent averred that he had never spoken to, nor met Mr Smith and that he was in no way involved in Mr Smith's decision to change service providers to Allsound Security CC. This was confirmed by Mr Smith in an affidavit in which he stated that the reason for his termination was that he was concerned about the number of times his service provider – now under the name and style of Protecta, had changed ownership. He says that he had been

a client of Coastal Security for many years and that they had provided alarm monitoring services to his home and in fact, he was also a client of Allsound Security CC who provided security services to his business premises. He says that he was informed that Coastal Security had sold the business, but that the new owner would retain the name and continue trading as Coastal Security. He says that in April 2024, he was informed that the business had again been sold to a company called Protecta, the Applicant herein, and that he was dissatisfied with the change of ownership in such a short space of time. He says that upon discovering this, he then contacted Mr Ashley Boetius from Allsound Security CC whom he had known for approximately eight years because of their services at his business premises, with a view to changing services providers for his home on the condition that they would match the rate that he was currently paying at Protecta. He states that the aforementioned was the reason for his move to another security company and confirms that he had never met the Respondent.

[17] With regard to the remaining two clients, the Respondent states that he has no knowledge of these cancellations and an affidavit deposed to by Mr Ashley Boetius of Allsound Security CC confirmed that they have no knowledge of the clients mentioned. Respondent also noted that the Applicant failed to supply any proof of the cancellation of these contracts, the reason for their cancellation or any evidence to substantiate his involvement in such cancellation.

[18] In its submissions, the Applicant referred to *Magna Alloys and Research (SA) (Pty) Ltd v Ellis* 1984 (4) SA 874 at 897F- 898E and *Basson v Chilwain* 1993 (3) SA 742 at 776A-J, and argued that the restraint clause, although it can generally be regarded as unfair and a stripping of one's rights, submitted that it was however not contrary to public policy. The Applicant submitted that all that the Applicant had to prove was a valid agreement and that it was breached and that if one has regard to the common cause facts, then final relief ought to be granted as it is clear that the Applicant has a right to enforce the restraint agreement. The Applicant submitted that the Respondent had the entire client list on his cell phone and that it was the Respondent that had to show cause why he was not bound by the restraint clause. He was privy to trade connections and knew the mark-up of the Applicant, so was in a good position to under-cut the Applicant. Finally, the submission was made that

the Respondent entered into the agreement freely and voluntarily and whilst he made amendments to the certain clauses of the agreement, he did not alter the restraint of trade provision.

[19] The Respondent in turn referred me to two cases, viz. *Johnsson Workwear (Pty) Ltd and Another v Williamson and Another*[2] and *Digicor Fleet Management (Pty) Ltd v Steyn* (722/2007)[2008] ZASCA 105 (22 September 2008). He stated that he was not privy to any private information or company secrets. He did administrative work, and was a technical manager in quoting and the installation of alarms. With regard to the Knysna Quays allegation, he submitted that he did the quote but that the quote had to be referred to Mr Potgieter who was at the company's head office in Witbank. He also denied that he had the entire company list on his cellphone. He submitted that he would get a contact list of persons to call for the day and usually he would receive about 25 contacts on his call log for the day. It was untrue that he had the entire company's customer list on his cellphone. He said prior to the buy-out, Mr Gerard Kotze was involved in the sales. His duties with Applicant was purely as technical manager in the installation of camera systems. He was not involved in the marketing of the business. He reiterated the reason for his resignation being the unhappiness about the probation period, whereas with the previous firm, he was a permanent employee from the first day.

[20] When asked if he would be able to secure other work outside of the security industry, he stated that he has no other education or expertise outside of the security industry. Currently at Pezula Private Estate, his job does not entail dealing with customers or doing quotations. The Estate also has no dealings with the Applicant or Coastal Security. It is an off-site contract of Allsound Security CC and all of the Estate's technical installations are done through a company in Cape Town. I have to add that whilst this latter information was not included in the opposing affidavit, I was cognisant of the fact that the Respondent was an in-person litigant and that in such instances, some lateral leeway must be afforded to such litigants, unless there is a manifest deviation from what was stated in his opposing affidavit. I did not find this to be the case.

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[2] Labour Court judgment D 426/2013 [2013] ZALCD 24; (2014) 35 ILJ 712 (LC) (12 August 2013)

[21] The general principles applicable to the enforcement of restraints of trade are trite. In *Basson supra*, Nienaber JA identified four questions that should be asked when considering the reasonableness of the enforcement of a restraint: *(a)* Does the one party have an interest that deserves protection after 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?

[22] In *Automotive Tooling Systems (Pty) Ltd v Wilkens and Others* 2007 (2) SA 271 (SCA) at 277, the court, in assessing the definition of proprietary interest stated as follows:

> "[8] At issue in this case, therefore, is whether the appellant does have a proprietary interest worthy of protection. An agreement in restraint of trade is enforceable unless it is unreasonable. It is generally accepted that a restraint will be considered to be unreasonable, and thus contrary to public policy, and therefore unenforceable, if it does not protect some legally recognisable interest of the employer, but merely seeks to exclude or eliminate competition. Proprietary interests capable of protection fall into two categories, namely trade connections of the business, and which is made up of goodwill and relationships with customers, potential customers, suppliers and trade secrets, consisting of confidential matters which would be useful for the carrying on of the business and which could therefore be used by a competitor if disclosed to it.[3]

[23] In *Advtech Resources (Pty) Ltd t/a The Communication Personnel Group v Kuhn & Another* [2007] JOL 20680 (C), the court held that an employer's protectable interests included trade secrets, confidential information and customer goodwill or trade connections. The courts have also said that a fine line has to be drawn

[3] Sibex Engineering Services (Pty) Ltd v Van Wyk and Another 1991 (2) SA 482 at 502D-F

between an ex-employee's use of his employer's trade secrets and the use by the ex-employee of his own expertise, know-how, skill and experience.

[24] I am in agreement that in certain instances, restraint of trade clauses ought and should be enforced. Nestadt JA in *Rawlins and Another v Caravantruck (Pty) Ltd*[4], stated the position as follows: The need of an employer to protect his trade connections arises where the employee has access to customers and is in a position to build up a particular relationship with the customers so that when he leaves the employer's service he could easily induce the customers to follow him to a new business. There is however a *caveat*. In *Morris (Herbert) Ltd v Saxelby* [1916] 1 AC 688 (HL) at 709 it was said that the relationship must be such that the employee acquires *'such personal knowledge of and influence over the customers of his employer . . . as would enable him (the servant or apprentice), if competition were allowed, to take advantage of his employer's trade connection* . . .' This statement has been applied in our Courts. Thus whether the criteria referred to in *Basson* are satisfied is essentially a question of fact in each case, and in many, one of degree. Much will depend on the duties of the employee; his personality; the frequency and duration of contact between him and the customers; where such contact takes place; what knowledge he gains of their requirements and business; the general nature of their relationship (including whether an attachment is formed between them, the extent to which customers rely on the employee and how personal their association is) and whether there is evidence that customers were lost after the employee left as a direct result of the employee.

[25] In *casu*, on the Respondent's version, he had been in the employ of the Applicant for less than two months ostensibly, having concluded the contract of employment on 5 April 2024 and exiting on 24 May 2024. He most certainly did not have any time to obtain trade secrets or confidential information of the Applicant. In any event, he was a technical manager with Coastal and had not been privy to the sales or marketing of the company. With regard to the allegation that the Respondent knew the mark-ups of the Applicant, the Applicant did not deny that the Respondent only met the Knysna Quays representatives on two occasions whilst

[4] 1993 (1) SA 537 at 541c-i

they were obtaining quotations from various other service providers. In fact, the Applicant did not deal with the allegations at all in its reply made by the owner of Allsound Security CC and the committee member of the Knysna Quays. In instances such as this, the *Plascon Evans* rule[5] finds application.

[26] I am also not swayed by the Applicant's reliance on the portions of the judgment in *Basson* as stated. The arguments relied upon emanated from a dissent not of substance, but of reasoning, by Botha JA who was of the view that, as concerns *onus*, the covenantee, in *casu* the Applicant seeking to enforce the restraint need do no more than to invoke the provisions of the contract and prove the breach; the convenentor, the Respondent, seeking to avert enforcement is required to prove on a preponderance of probability that in all circumstances of the particular case it will be unreasonable to enforce the restraint and if the court is unable to make up its mind, the restraint will be enforced. Botha JA agreed with Eksteen JA's emphasis that the paramount importance of contracting parties is upholding the sanctity of contracts. Botha, JA however disagreed with the statement that where parties contract on a basis of equality of bargaining power, the principle of *pacta sunt servanda* will find strong application. Equality of bargaining power cannot affect the nature of the onus; it is only relevant as one of the multitude of factors to be taken into account in the enquiry of reasonableness of the restraint. In the main judgment, Eksteen JA however held that where parties to an agreement in restraint of trade contract on a basis of equality of bargaining power, without the one party being inhibited by what one might regard as a position of inferiority as against the other party, Courts will be less inclined to find that a clause, which may be considered to work unreasonably *inter partes*, is contrary to public policy and therefore unenforceable, than in the case where one of the parties may well be considered to have contracted from a position of inferiority.[6] On the facts of this case, it is evident from the Respondent's affidavit that he had no knowledge that the company had been sold, and was presented with a new contract of appointment on the day that he arrived at work to find the new business owners. When perusing the employment contract, he questioned certain clauses which dealt *inter alia* with office hours, remuneration and transfer of employment. These questions, according to

[5] Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd 1984 (3) SA 623 (A) at 634H-635C
[6] Basson at 762I-J to 763A-B

him, remained unanswered. More importantly though, the new contract included a three-month probation period, which was never included in the previous contract of employment where he was accepted as a permanent employee from the start. This in my view is a clear indication that the parties were not bargaining on an equal footing and most certainly on the evidence, it can be well inferred that the Respondent was contracting in a more inferior position *viz-a-viz* the Applicant. The Respondent was told to delete his changes and initial same and told to change the date of employment to 4 February 2024 although it is common cause that this was not the date on which the Respondent was even aware of the existence of the Applicant. Indicative is also the fact he was compelled to sign the probation clause which he was unhappy about and which was ultimately the reason for his resignation from the company a mere six weeks later.

[27] The next consideration is whether the Applicant has trade secrets worthy of protecting. It is generally accepted that a person should be free to engage in useful economic activity and contribute to the welfare of society, and I would submit, to the welfare of his family, by the exercise of the skills to which he has been trained. Any unreasonable restriction on such freedom would generally be regarded as contrary to policy. The Respondent has been employed in the security industry for fifteen years which duties included the quotation and installation of security products such as alarms. He has no other qualifications. If one has regard to the restraint of trade clause, the period of restraint is for a period of three years and has no geographical limitations; in others words, the Respondent in terms of the clause would be barred from being employed in the security, countrywide, for a period of three years. I am of the view that this clause is contrary to public policy because of the length of the restraint and lack of jurisdictional curtailment. Thus as it now stands, the Respondent would be retrained from working in the only industry that he has known, and for skills he is only possessed, for a lengthy duration throughout the country. Given the fact that the Applicant only operates in the Knysna district to the extent that its client base is operational there, it defies logic why the Respondent would be restrained from working, in say Cape Town for another security company, for as the clause now currently provides, any company which provides the same or similar services as the Applicant would be precluded from offering the Respondent employment.

[28] Our courts have also held that seniority of the employee concerned is also an important consideration when it comes to evaluating the existence of a protectable interest.[7] So where a person is a 'mere employee', in other words, he is not an employee privy to decision making in the company, or privy to trade secrets, then the courts will be less inclined to impose such a restraint. In *casu*, the Respondent was employed by the Applicant for less than two months; the skills and knowledge that he derived is common knowledge in the particular industry and the supplier connections are common to all security companies. I am thus satisfied that there are no trade secrets or confidential information belonging to the Applicant which the Respondent was privy too. As I mentioned, these are standard to the industry.

[29] The Applicant has also not proved that the losing of its clients, is directly linked to the employment of the Respondent by Allsound Security CC and that the Respondent is in possession of the Applicant's client list. On the Respondent's admitted version, he was tasked with a call log of clients to contact on a daily basis. These were sent to his cellphone. I am not persuaded that the Respondent was possessed of confidential information relating to customers.

[30] Furthermore, our courts have found that trade connections were an interest worthy of protecting where the employee would have access to customers and is in a position to build up a particular relationship with the customer so that when he or she leaves, the employee could readily induce that customer to follow the employee to the new business venture[8] ; simply put, if there such a strong connection with a customer that such customer would be persuaded to follow the employee to the new venture. The undisputed evidence of the owner of Allsound Security CC, Mr. Nurse is that Allsound Security has had the Knysna Quays as its client for eight years. So too was the evidence of Mr. Smith in his affidavit where he stated that he had been a client of Allsound for eight years in respect of his business property. It is thus evident that the competing company, Allsound Security CC, has its own established customer base.

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[8] Rawlins supra at 541D

[31] In this matter, to me it seems as if the fundamental question to be asked is whether the Respondent's employment with Allsound Security CC will in any manner, infringe upon the Applicant and any protectable rights that it may claim. This is a public policy issue. As was stated in *Jonsson Workwear supra*[9] even if the Applicant is found to have a protectable interest, it is factual question based on what the Respondent tasks would actually be and what possible risks the Applicant would be exposed to if the Respondent is allowed to remain employed with Allsound Security CC. This has to be determined on the existence of the actual infringement, on the facts.

[32] In *casu*, the Respondent is employed off-site at Pezula Private Estate and performing duties that would not infringe on any of the Applicant's protectable interest. Counsel for the Applicant argued that that might be the case whilst he is so employed at that site, but nothing precludes him from being shifted to the main office of Allsound in the same or similar position as he held at the Applicant. I am of the view that on all of the facts of this matter, that so long as the Respondent remains at Pezula, that he would not be infringing the Applicant's protectable interests and that enforcing the restraint of trade would be contrary to public policy. I have already found the restraint to be unreasonable for the reasons stated. I am however of the view that should the Respondent's duties change from being employed at the off-site client of Pezula, that the restraint should be enforced but that it should be limited for a period of twelve months to the area of jurisdiction of the Southern Cape region.

[33] With relation to costs, I am of the view that since both parties were partially successful, that each party should be liable for their own costs.

[34] In the circumstances, I make the following order:

ORDER

[9] at para 50

1. The application for the relief sought in the notice of motion is dismissed to the extent ordered in paragraph 2 hereunder.

2. In the event that Respondent is no longer stationed at Pezula Private Estate and remains in the employ of Allsound Security CC performing work the same or similar to that of Technical Manager, then in that event, the Respondent will be interdicted and restrained until 23 May 2025 and limited to within the Southern Cape district of the Western Province as per clause 3.1 and 3.2 of the notice of motion, for a period of twelve months calculated from the date of resignation, being 24 May 2024.

3. Each party to pay their own costs.

D.S KUSEVITSKY
JUDGE OF THE WESTERN CAPE HIGH COURT

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