



THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

MEDIA SUMMARY OF JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal

Date: 28 September 2023

Status: Immediate

The following summary is for the benefit of the media in the reporting of this case and does not form part of the judgments of the Supreme Court of Appeal

Integrity Forensic Solutions CC v Amajuba District Municipality (662/2022) [2023] ZASCA 124 (28 September 2023)

The Supreme Court of Appeal (SCA) today struck off the roll an appeal against a judgment of the full court of the KwaZulu-Natal Division of the High Court, Pietermaritzburg (the full court). The case concerned a contract to provide litigation support services to a district municipality in the prosecution of persons for procurement irregularities.

The appellant, Integrity Financial Services CC (IFS), sued the respondent, Amajuba District Municipality (Amajuba) in the KwaZulu-Natal Division of the High Court (the trial court) for payment of two claims alleged to be due for services it rendered. The first claim arose from a contract concluded between IFS and Amajuba in 2014 for forensic investigation services. That claim was settled prior to the trial. The second claim arose from a separate agreement to provide litigation support services to the Directorate of Priority Crimes (the DPC) and to the National Prosecuting Authority (the NPA) on behalf of Amajuba. The services related to the prosecution of persons implicated in procurement and supply chain irregularities. The agreement was alleged to have been concluded in August 2015.

Amajuba's pleaded defence was that no valid and binding agreement had been concluded. It also raised an alternative plea that the Municipal Manager, who was alleged to have represented Amajuba, lacked the authority to conclude the agreement and, in any event, that the agreement was unlawful since it did not comply with Amajuba's procurement requirements.

The trial court found that IFS failed to prove the existence of a valid and binding agreement. IFS appealed to the full court, which confirmed the trial court's finding that no agreement had come into existence. IFS applied for special leave to appeal to the SCA in terms of s 16(1)(b) of the Superior Courts Act 10 of 2013. The application was considered by two judges of the SCA who granted leave on petition.

The SCA confirmed the principle that the court hearing the special appeal, must be satisfied that the threshold test for granting special leave to appeal has been met. On the evidence presented at the trial, it found that no agreement was concluded. The trial court was therefore correct in its finding. The full court's assessment of the trial court's treatment of the evidence was also without fault. The SCA concluded that no reasonable prospect existed that those findings could be overturned. The case, therefore, did not meet the minimum threshold for special leave to appeal. In the light of the unassailable finding that no contract came into existence, questions relating to the authority to conclude an agreement and the setting aside of an unlawful agreement, did not arise. There were therefore no special circumstances or issues of considerable importance present to warrant special leave to appeal. The SCA concluded that it lacked jurisdiction to hear the appeal and struck the matter off the roll with costs, including the costs of two counsel.

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