IN THE INDUSTRIAL COURT OF APPEAL

JUDGMENT

HELD AT MBABANE **Case No. 18/2019**

In the matter between:

ADVENTURES IN MISSIONS SWAZILAND Appellant

And

WISILE LANGWENYA Respondent

Neutral citation	:	***Adventures in Missions Swaziland v Wisile Langwenya (18/2019) [2020] SZICA 18 (8th May, 2020)***
Coram	:	**M. Dlamini AJA, C. S. Maphanga AJA, J.S. Magagula AJA**
Heard	:	**15th April, 2020**
Delivered	:	**08th May, 2020**

Labour – technical imperfections: … a party cannot raise a new issue not raised in the court a quo unless it is evidently contained in the pleadings. This rule emanates from the notion that when an appeal is filed, it is done on the ground of an error at the hands of the court a quo. … the Industrial Court, as per its Rules, is not bound

by technical imperfections in pleadings; The Industrial Court is a court of equity…

Jurisdiction of the court: ***… the Industrial Court is vested with exclusive jurisdiction to hear all matters, be it arising out of enactment or common law, where the dispute pertains to employer-employee relationship;***

Exceptions : ***I may add other exceptions to matters commencing at CMAC. …the Rule (14) allows a party to apply direct to the Industrial Court in matters where there are no reasonably foreseeable material dispute of facts. To me, it is not always the orders sought that determine the forum between the Industrial Court and CMAC. …where the material circumstances alleged are contested, the Industrial Court may decline to hear the matter without evidence that it has been referred to the Commissioner of CMAC unless the matter is brought for determination on a question of law strict sensu. From Rule 14, the general position is that matters where there are no reasonably foreseeable material dispute of facts may be brought without the certificate except in interlocutory applications. …the question is why did the President of the Industrial Court, in formulating the Rule governing urgent applications demand that a litigant should explain the reason to abridge CMAC as per sub-rule 12(2)(b) of Rule 14? the applicant must state the irreparable harm to be occasioned by going via CMAC. In brief, to me even matters where there are foreseeable material dispute of facts may be brought direct to the Industrial Court on a certificate of urgency where the applicant has a justiciable ground to do so. The Rule affirms this position as "a good cause shown" under Rule 15(3). A man whose salary is abruptly stopped without any prior notice or circumstances translating to a reasonable warning, surely must be afforded redress by a competent court of law. Zuke's[1] case by the Supreme Court is authority to this.***

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[1] Ministry of Tourism & Environmental Affairs & Another vs Stephen Zuke and Another (96/2017) [2019] SZSC 37 (2019)

JUDGMENT

By M. Dlamini AJA. C. Maphanga AJA and J.S. Magagula AJA concurring.

Summary: Three crisp grounds of appeal have been raised. They are that the *court a quo;* firstly granted an interdict without such a prayer; secondly, a declaratory order without averments supporting the same. Thirdly, the *court a quo* ought to have refused to hear the matter as it had not gone via the dispute resolution processes in terms of Part VIII of the Industrial Relations Act, 2000.

The Parties

[1] The appellant was described as *"a non-governmental organization responsible for provision of health services."*[2] Its principal place of business is situate at Voice of the Church Building, Manzini, region of Manzini.

[2] The respondent is a liSwati female, resident of Manzini. She was employed by appellant as a nurse.

[2] See para 4 page 7 of book of records

The Parties' contentions *a quo*

The Respondent

[3] The respondent had mainly prayed in the *court a quo*:

> *"2. The withholding of the applicant's salary for the month of August to September 2019 by the Respondent is declared unlawful;*
>
> *3. The Respondent is ordered and/or directed to pay the applicant's salary for the month of August-September 2019 in the sum of E20,000.00 (Twenty Thousand Emalangeni) forthwith;*
>
> *4. The respondent is directed to pay the applicant's salary for subsequent months until her services are lawfully terminated.*[3]

[4] In support of her prayers, she asserted:

> *"10. On or about the 24th July 2019 the Respondent's Country Director,* ***Mr. Hendrick Gerber****, came to me with a letter to sign consenting to the termination of my employment with the Respondent. In the said letter, the Respondent's director accused me of certain offences which I strongly dispute. The letter is attached marked* ***"A".***
>
> *11. I refused to sign the letter and told him that I also dispute the false accusations. The director then told me that I*

[3] Page 3 paragraph 2,3,and 4 of the record of proceedings

must leave the premises and he will call me in due course for a disciplinary hearing. I complied with the instruction and left to my present attorneys.

14. I was paid the salary for July 2019 in full. To my shock my salary was not paid at the end of August 2019.

16. At the end of September 2019 my salary was not paid by the respondent hence the present application.

18. The conduct of the Respondent is unfair as they never consulted me on the withholding of my salary and they have not called me for a hearing. Their conduct is calculated to humiliate and embarrass me. I am now behind on my monthly bills. I am responsible for payment of college fees and related expenses for my two sons at IDM. I cannot pay electricity as well as buy food for general maintenance of my family."[4]

[5] She further pleaded:

"19. I have a prima facie right to the salary that I am claiming as the respondent has not disciplined and terminated my services. I stand to suffer irreparable harm in that I am unable to buy electricity units nor food for my family. I am also running away from my other creditors. This has caused me distress and at my age this is totally

[4] Page 8 paras 10,11,14,16,18 of the record of proceedings

unacceptable. I have no other remedy except to seek the payment of my salary.

20. The balance of convenience favours the grant of the interdict because I stand to be embarrassed before my children as a result of unlawful conduct of the Respondent.[5]

The appellant

[6] In answer, and under the hand of **Michele Mullins,** the finance manager, the respondent first raised a point *in limine* which is the subject of the appeal as follows:

> *"3. For all intents and purposes, a thorough reading of the Applicant's prayers indicate that she is seeking a final interdict despite the facts that she has pleaded averments for an interim interdict. The above Honorable Court is humbly requested to take into consideration that where a final interdict is being sought, as is in the present matter, the Applicant must allege and demonstrate a clear right to the interdict she is seeking, occasioning of irreparable harm and the absence of an alternative remedy.*
>
> *3.1. In the present matter the Applicant cannot claim to have any clear right because such is derived from the employment relationship which in the present matter it has been lawfully terminated as will*

[5] Page 10 paras 19 and 20 of the record of proceedings

appear more fully hereunder. Furthermore, Applicant has alleged a prima facie right which in itself is not a requirement for a final interdict and as such the Application must fail.

3.1.1 Were the above Honorable Court to grant the final interdict sought herein without having investigated the issue as to whether or not the services of the Applicant were terminated, it would effectively mean that the above Honorable Court is saying the Applicant is still an employee of the Respondent as it would have said the Applicant has a right to be paid her salary and in the circumstances it would have usurped the powers and authority of an employer to discipline its employees and subsequently dismiss them.

3.2 The Applicant has not demonstrated what irreparable harm she will suffer if she were to follow the procedures Under Part VIII of the Industrial Relations Act 2000 more so because she has waited for a period in excess of a month to institute the present application.

3.3 The reason(s) stated in the affidavit, i.e. that her creditors are harassing her, she is unable to pay

for her children's tertiary fees and maintain herself, cannot be countenanced because; as I have already indicated above that her salary is not paid because she is no longer an employee and that has been arrived at lawfully.

3.3.1 In any event, if the matter is eventually decided in her favor in the fullness of time after having gone through Conciliation compensation may always be ordered just like all other matters that come before this court.

3.4 I submit that the Applicant has an alternative remedy in the present matter in that she can always invoke the provision of Part VIII of the Industrial Relations Act, 2000 which is a legal prerequisite in all employment law disputes except those that are permitted by Rule 14 to come to Court without following Part VIII of the Act."[6]

[7] Appellant also disputed urgency as follows:

"3.5 To that extent, the fact that Applicant is complaining that she cannot meet her financial obligations is not a ground for urgency and as such it cannot be sustainable in law, consequently, the Application stands to fail for want of

[6] Page 23 paragraphs 3,3.1,3.1.1, 3.2, 3.3 ,3.3.1, 3.4 of record of proceedings

urgency. This is more particularly because the consequence of loss of employment is loss of salary and the proper procedure is to undergo Conciliation for relief."[7]

[8] He also raised:

> *"4. The Applicant's claim is fraught with material disputes of fact which cannot be resolved on Affidavits hence oral evidence has to be led to prove those claims. It is highly contested that the Applicant was not dismissed and submit that she was dismissed after a hearing was convened at the Accountability meeting which recommended her dismissal to Senior Management."*[8]

<u>*Court a quo's* findings</u>

[9] In a well-reasoned judgement, **M.M. Thwala AJ** expressed that the parties were firstly invited to address the court on the status of annexure **"A".** The court then concluded:

> *"7. Indeed, the view that we take is that "Annexure A" is of crucial importance in the determination of this matter. With the aid of this letter, this Court must determine whether Applicant's contract of employment was indeed terminated by the Respondent. Of course. Herein the*

[7] Page 25 paragraph 3.5 of record proceedings
[8] Page 25 paragraph 4 of record of proceedings

Court is only concerned with the mere coming to an end of the parties' employer/employee relationship and not the fairness and/or otherwise of the manner of such ending."[9]

[10] However, at the end the court viewed annexure "A" as follows:

> *"12. Using the above analogy for the purposes of this case, there can be no doubt that Respondent's intention to terminate Applicant's contract of employment was received by the Applicant, who, on her own admission then resorted to the time-old tactic of refusing to accept the letter which was intended to confirm such notification.*
>
> *13. Of course, this Court noted the rather shabby manner in which "Annexure A" was drafted, but we are satisfied, from the reading of Applicant's affidavits, that she was all the while, well aware of the purpose and intent of Respondent's intentions. Indeed, our conclusions on this point are underscored by Applicant's subsequent assertion to the effect that her contestations of the dismissal actually earned her the promise of a 'proper hearing'."*

[9] Page 66 paragraph 7 of record proceedings

[11] In order not to burden this judgement, I shall capture its salient features later herein. It suffices for now to note that the court considered Annexure "A" as a letter of termination of the employer–employee relationship between the parties.

Grounds for appeal

[12] The appellant abandoned its main grounds of appeal. It served amended grounds of appeal and urged the court to consider only them. They are drafted in the following terms:

> *"1. The court a quo failed to appreciate and understand that the affidavit in support of the Respondent's application basically dealt with an interdict yet no relief in so far as an interdict was concerned was sought.*
>
> *2. The court a quo failed to appreciate and understand that the Respondent never sought any form of interdict be it an ordinary interdict or a mandatory one.*
>
> *3. The court a quo erred both in fact and in law by falling to appreciate that the Respondent had sought a declaratory order and did not even make a feeble attempt to make averments in support of a declaratory.*
>
> *4. The court a quo usurped the powers of Conciliation Mediation and Arbitration Commission (CMAC) as it dealt with a matter which had not gone through this statutory body as provided for in law. The long and*

short of it is that the question as to whether or not part VIII of the Industrial Relations Act of 2000 as amended was requisite in the circumstances was never considered by the court below.

5. *The court a quo misdirected itself by failing to refer the parties to Conciliation Mediation and Arbitration Commission (CMAC).”*

[13] In my summary above, I have crystalized them into three main grounds. I need not repeat them.

Adjudication

Interdict and declaratory orders

[14] Was there a prayer for an interdict? The appellant stated that the respondent averments supported a case of an interdict but failed to make out a prayer for it. By the second ground of appeal, appellant was fortifying its grief.

[15] First things first. I have at paragraph 6 of this judgement highlighted the points of law raised on behalf of appellant in the *court a quo.* As can be deduced from paragraph 3 of the appellant’s answering affidavit, the *court a quo* was faced with a different enquiry from what the appellant is raising before us. In the *court a quo* the

appellant asserted that the respondent did not have a clear right to claim an interdict. In its 3.1 paragraph, it highlighted the reasons to be annexure "A," *viz*., that there was no employer-employee relationship, having been terminated by annexure "A", in as much as appellant submitted that respondent's founding affidavit was seeking to establish an interim interdict, its prayer was for a final interdict.

[16] The above is different from appellant's ground of appeal before us. In the present appeal, appellant is saying that there was no prayer for an interdict yet respondent pleaded her case for an interdict.

[17] The cardinal rule must be upheld. It is that a party cannot raise a new issue not raised in the *court a quo* unless it is evidently contained in the pleadings. This rule emanates from the notion that when an appeal is filed, it is done on the ground of an error at the hands of the *court a quo*. How then should this court make a determination on whether the *court a quo* erred in law (as appeal is only on question of law in industrial matters) if it was denied the opportunity to enquire on that particular question?

[18] For this reason therefore, I do not wish to venture on ground 1. Neither do I see in its answer where it raises the issue of a declaratory order. Similarly these courts hands are tight. It cannot make a determination. I must however *en passe* point out that the Industrial

Court, as per its Rules, is not bound by technical imperfections in pleading. I guess that is what occupied the mind of his Lordship **M.M. Thwala AJ** as he did not address the technical points raised by respondent *a quo*. He quickly and expediently delved into the merits of the case in as much as he appreciated the *points in limine* raised as clearly captured in his eloquent judgement. He cannot be impugned in this regard. The Industrial Court is a court of equity after all. This leaves the court with the question on whether the matter ought to have started at the Conciliation, Mediation and Arbitration Commission (CMAC).

Issue

[19] Did the court have jurisdiction to hear the matter without it going via CMAC?

Determination

[20] It has been said that following section 8 of the Industrial Relations Act 2000, the Industrial Court is vested with exclusive jurisdiction to hear all matters, be it arising out of enactment or common law, where the dispute pertains to employer-employee relationship. Section 8 however is subject to sections 17 and 65 of the Act. These exceptions mentioned under sections 17 and 65 were well canvased by my brother **T. Dlamini AJ.**[10] He correctly held on the *proviso* to section 8:

[10] **The Attorney General v Sayinile Nxumalo (14/2018) [2018] SZICA 06(24 October 2018)**

"[34] Section 17 of the Act makes provision for the arbitration of industrial relations disputes. What the words "subject to section17" therefore means is that the court cannot determine an industrial relations dispute that has been referred to arbitration under section 17."[11]

[21] He continued to opine under section 65 with regard to section 8:

"[35] Section 65 is a provision under Part VIII of the IRA. This Part provides for disputes resolution procedures. The procedure requires that a dispute be reported to CMAC before it can be submitted to the Industrial Court for determination. The words 'Subject to section 65' therefore, when properly understood, mean that the jurisdiction vested in the Industrial Court in terms of section 8 of the IRA is to be exercised in matters that have gone through the dispute resolution procedures route (via CMAC).

[36] Section 8 (1) of the IRA is the basis on which industrial relations disputes are required to be reported to CMAC (under Part VIII) before they can be heard and determined by the Industrial Court."[12]

[11] Page 13 paragraph 34
[12] Page 13 paragraphs 35 and 36

[22] I may add other exceptions to matters commencing at CMAC. These are matters outlined by the Rules of Industrial Court, 2007 promulgated in terms of section 9 of the Industrial Relations Act No.1 of 2000. These Rules are Rules 14 and 15.

Rule 14

[23] Rule 14 (1) reads:

> *"Where a material dispute of fact is not reasonably foreseen, a party may institute an application by way of notice of motion supported by affidavit."*

[24] In brief, the Rule (14) allows a party to apply direct to the Industrial Court in matters where there are no reasonably foreseeable material dispute of facts. To me, it is not always the orders sought that determine the forum between the Industrial Court and CMAC. There are a number of factors influencing the decision on the appropriate forum. One of which is a question of whether in the eye of a reasonable litigant (usually the applicant), there are reasonably foreseeable material disputes of facts. If the answer is, "Yes," the matter should start at CMAC. If the answer is in the negative, the applicant may come by way of motion. Sub-rule 6 of Rule 14 (b) fortifies this position of the law as it reads:

> *"In the case of an application involving a dispute which requires to be dealt with under Part VIII of the Act, a certificate of unresolved dispute issued by the Commission, unless the application is solely for the determination of a question of law."*

[25] My considered view therefore is that matters which require arbitration, conciliation or mediation are one falling within the category of material dispute of facts. In other words where the material circumstances alleged are contested, the Industrial Court may decline to hear the matter without evidence that it has been referred to the Commissioner of CMAC unless the matter is brought for determination on a question of law *strict sensu*. It is on this note erroneous to say that every matter of dismissal must commence at CMAC. Each case must be scrutinized in terms of the underlying yardstick of whether there are reasonably foreseeable material contentions.

[26] However, where the application is in terms of sub-rule 12 of Rule 14 (i.e. for interlocutory orders, registration of settlement agreements, arbitration award or collective agreement) the court may refer the dispute to oral evidence of trial as the case may be above any other order it may deem fit. In other words, it is not every matter where the court finds a material dispute of fact that it should decline to determine the matter where there is no certificate of an unresolved

dispute by the Commissioner. Sub-rule 13 as it reads *"In dealing with an application provided for under this sub-rule"* this sub-rule refers to 12 in Rule 14. It cannot be 14 as 14 is a Rule and not a sub-rule. In brief, the court must bear in mind the nature of the application as well. My emphasis, interlocutory orders, even if there are dispute of facts can be dealt with by the Industrial Court without the need to go via CMAC.

Rule 15

[27] Rule 15 (1) stipulates:

> *"A party that applies for urgent relief shall file an application that so far as possible complies with the requirement of Rule 14."*

[28] This rule introduces another aspect unique to itself in a way. This is in terms of sub-rule 2(b) which reads:

> *"[T]he reasons why the provisions of Part VIII of the Act should be waived;"*

[29] From Rule 14, the general position is that matters where there are no reasonably foreseeable material dispute of facts may be brought without the certificate except in interlocutory, etcetera applications as demonstrated above. Urgent applications are motion proceedings as provided for under Rule 14. If then we accept that urgent applications

are a species of motion proceedings provided under Rule 14, the question is, Why did the President of the Industrial Court, in formulating the Rule governing urgent applications demand that a litigant should explain the reason to abridge CMAC as per sub-rule 12(2)(b) of Rule 15? Is it for the litigant to testify on oath that there are no foreseeable material dispute of facts as a matter of form? I do not think so for if that was the case, Rule 14 would have imposed the same conditions of explaining the waiver against CMAC. My considered view is that the applicant must state the irreparable harm to be occasioned by going via CMAC. In brief, to me even matters where there are foreseeable material dispute of facts may be brought direct to the Industrial Court on a certificate of urgency where the applicant has a justiciable ground to do so. The Rule affirms this position as *"a good cause shown"* under Rule 15(3).

[30] I am much alive to the general notion regurgitated over the years that to allow matters where there are material dispute of fact to be launched directly to the *court a quo* would inundate the court with cases. CMAC would find itself with fewer cases to handle, if any at all. There is, however, the other side of the argument. What is the point of obtaining an order six months or two years down the line where its execution would bear no fruits of justice? I say this with the backdrop understanding that CMAC does not make decisions. It only conciliate the parties to reach common ground. Where it fails, it issues the certificate of unresolved dispute, period! The matter is adjudicated upon at the Industrial Court. So where for instance,

among a plethora of examples, A has been dismissed from work and alleges both procedural and substantive unfairness for his dismissal on a reasonable suspicion that its "erstwhile" employer is a fly-by-night, I do not see why he should not have his matter determined directly by the Industrial Court under a certificate of urgency as envisaged by Rule 15.

Case *in casu*

[31] I must commence by applauding the *court a quo* for hearing the respondent's application despite that the appellant had raised that the matter was not urgent as financial hardships were averred in support of urgency. I also commend appellant as it did not challenge the court's findings on urgency. A man whose salary is abruptly stopped without any prior notice or circumstances translating to a reasonable warning, surely must be afforded redress by a competent court of law. **Zuke's**[13] case by the Supreme Court is authority to this.

[32] I agree fully with the orders of the *court a quo*. I however differ on the analysis of annexure "A". As already highlighted, the *court a quo* found that annexure A was a dismissal letter and that such dismissal correspondence "*earned her (respondent) the promise of a proper hearing.*"[14]

[13] Ministry of Tourism and Environmental Affairs & Another vs Stephen Zuke & Another (96/2017) [2019] SZSC 37 (2019)
[14] See para 13 of the judgement (page 68 of record)

[33] The court having found that annexure "A" was a dismissal held:

> *"14. The matter would have ended here, with the Court upholding Respondent's point **in limine** by issuing ruling confirming that on the 24th July 2019, Applicant's services were terminated, with notice, by Respondent's Country Director. Such a finding would, of necessity, render Applicant's relief as framed, to be not grantable."*[15]

[34] It then proceeded with the enquiry as demonstrated:

> *"Put differently, the Court was then called upon to decide as to whether Respondent's Country Director did verbally revoke "Annexure A", being the written notice which communicated Applicant's dismissal. And to therefore proceed to enquire as to the legality of any such act of revocation. The first inquiry was to be decided on the affidavits and the second one as a question of law."*[16]

Annexure "A"

[35] Annexure "A" reads:

> *"Wednesday, July 24, 2019*
>
> *Wisile Langwenya*

[15] Page 68 paragraph 14 of the record of proceedings
[16] Page 68 paragraph 15

This letter is to <u>confirm your understanding of your termination</u> of employment with Adventures in Mission as of Friday, 30th August, 2019.

Please initial the following to indicate <u>your agreement</u>:

- *I understand I have been terminated for the following reasons: Failure to adhere to AIM's policies (as stated in Section 4 of the Employee Handbook), specifically regarding falsifying information, insubordination, and failure to meet performance standards.*

- *I understand that my actions violated company policy which therefore nullified my contract of employment with AIM.*

- *I understand that this letter serves as my thirty-day notice and my contract termination date will be Friday, 30 August, 2019.*

- *I have complied with the AIM request to return all company property including, but not limited to office keys, devices, and company-related data.*

- *I understand that regardless of my employment status with Aim, I signed my agreement to AIM's Employee Handbook which states the following:*

    - *If an employee leaves AIM, either by termination or resignation, all information is deemed confidential and cannot be used by the former employee in any other organization. This is especially true of donor and partner contacts.*

    - *"Confidential Information" shall include, but not be limited to, the following types of information regarding AIM: individual medical issues, corporate information, including contractual arrangements, plans, strategies, policies, resolutions, and any litigation or negotiations; marketing information, including personnel lists,*

resumes, personnel data, and performance evaluations.

- *I have received adequate time and opportunity to ask any questions regarding my termination and have received satisfactory answers.*

_____ _____

Wisile Langwenya *Date*

Former Employee

_____ _____

Hendrick Gerber *Date*

Country Director" (underlined, my emphasis)

[36] The very first sentence suggests to me that if there were any termination, it had to be confirmed to be understood by the responded. The following sentence called upon the respondent to agree or consent to the termination. We know from the founding affidavit that the respondent did not confirm her understanding of the termination and worse still, did not consent to the termination itself. Annexure "A" itself confirms these assertions. The space where she ought to have appended her signature is blank. These conditions to termination in other words were not fulfilled. How then could it be found that annexure "A" was a termination letter? Annexure "A" could not be a termination letter without the condition precedent coming to pass.

[37] To me annexure "A" was a letter displaying intention to terminate respondent's employment in the event respondent understood her termination and most importantly, consented to it. In fact, it is for this reason that upon **Mr. Gerber** appreciating respondent's refusal to append her signature on the document, then requested her to go home to be called later to commence dismissal processes in a form of a hearing. In brief, suspension of respondent from work was as a result of her refusal to consent to termination of her employment contract and not *visa versa* as the *court a quo* found. It could not be, as it was appreciated by **Mr. Gerber** that a hearing needed to be held which would lead to her dismissal following her refusal to accept dismissal.

[38] I say the above much aware that appellant strongly argued *a quo* and before this court that a disciplinary hearing had been held. This averments however, are of no effect in the light of **Mr. Gerber's** position that respondent should go home to await her disciplinary hearing. Again appellant refuted such evidence at the instance of **Mr. Gerber**. I must point out that the deponent to the answering affidavit could not deny **Mr. Gerber's** utterances as they were hearsay to her. Her evidence denying **Mr. Gerber's** say so is in law inadmissible by reason that **Mr. Gerber** did not file a confirmatory affidavit. The court must therefore accept respondent's averment that subsequent to her refusal to grant consent to her termination, **Mr. Gerber** instructed her to go home pending a hearing. After all, **Mr. Gerber's** subsequent conduct of undertaking a disciplinary hearing was a natural consequence flowing from respondent's refusal to consent to

her termination. Otherwise, why deplete scarcely sourced donor funding by holding a disciplinary hearing twice on the same charges? The answer is obvious. There was never a disciplinary hearing in the first place. The *court a quo's* orders in this regard cannot be impugned.

Orders

[39] In the result, I enter the following orders:

39.1 The appeal is dismissed;

39.2 The *court a quo's* orders are upheld.

39.3 No order as to costs.

_____

M. DLAMIMI AJA

I agree : _____

C. S. MAPHANGA AJA

I agree : _____

J. S. MAGAGULA AJA

For the Appellant : **L. Dlamini** of Linda Dlamini & Associates

For the Respondent : **M. Mntungwa** of Robinson Bertram