



THE SUPREME COURT OF APPEAL
REPUBLIC OF SOUTH AFRICA

MEDIA SUMMARY – JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal
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Please note that the media summary is intended for the benefit of the media and does not form part of the judgment of the Supreme Court of Appeal.

**South African Forestry Company SOC Ltd v Collins Sebola Financial
Services (Pty) Ltd and Others [2023] ZASCA 18**

Today the Supreme Court of Appeal dismissed with costs an appeal from a judgment of Basson J in the Gauteng Division of the High Court, Pretoria (the high court). The appeal arose from the award of a tender for security services put out by the South African Forestry Company SOC Ltd (SAFCOL). Instead of awarding the tender to a single bidder, various forestry plantations and entities were divided between Collins Sebola Financial Services (Pty) Ltd (Collins Sebola) and Phepha MV Security Services (Phepha). Collins Sebola was aggrieved at the failure of SAFCOL to award to it all of the plantations and approached the high court to review and set aside that decision and for an order in terms of which it was awarded the entire tender. The high court reviewed and set aside the tenders awarded to Phepha and ordered that Collins Sebola be awarded the contracts concerning those tenders. Basson J refused leave to appeal which was granted by the Supreme Court of Appeal.

Contracts with Collins Sebola and Phepha respectively were concluded pursuant to the awards for a three-year term. The contracts are to expire by 31 March 2023. As such, when the matter was argued in the Supreme Court of Appeal, enquiries were

made of counsel as to whether any decision made on appeal would have any practical effect or result. In terms of s 16(2)(a)(i) of the Superior Courts Act 10 of 2013, if not, the appeal should be dismissed. Both counsel conceded that no practical effect would result since it would not be possible for Collins Sebola to take up the contracts in which Phepha was rendering services and to itself render services before the contracts expired. For that reason, and in terms of the provisions of s 16(2)(a)(i) of the Superior Courts Act, the Supreme Court of Appeal dismissed the appeal with costs.