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: 18 November 2026

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

Radon Projects (Pty) Ltd v N V Properties (Pty) Ltd and Another (1397/2024 and 1394/2024) [2026] ZASCA 155 (18 November 2026)

The Supreme Court of Appeal (SCA) dismissed both an appeal and cross-appeal, ordering that the appellant in the main appeal pay the costs on appeal and the first respondent in the cross appeal pay the costs on cross-appeal, including the costs of two counsel.

The dispute originated from a 2007 building contract under which Radon Projects (Pty) Ltd (Radon) was engaged to construct the convention centre. Following delays to the works, Radon sought extensions of the practical completion date and claimed consequential financial entitlements under the contract, including the reversal of penalties, adjustments to the contract price, additional delay-related costs, and interest. Although the parties eventually agreed on the quantum of Radon's entitlement, a dispute remained as to whether the arbitrator had the power to order N V Properties (Pty) Ltd (NVP) directly to pay those amounts.

In 2022, the arbitrator ordered NVP to pay Radon approximately R7.4 million, including VAT, together with interest. The Gauteng Division of the High Court (the high court) subsequently reviewed and set aside the award, finding that the arbitrator had exceeded his powers.

The central issue before the SCA was whether the arbitrator had jurisdiction under the contract and the arbitration reference to make an award sounding in money, or whether Radon's entitlement had to be enforced through the contractual payment certification mechanisms provided for in the JBCC contract.

The SCA held that the arbitrator's earlier 2015 ruling was not a final and binding determination of his jurisdiction and therefore no gross irregularity in the conduct of the arbitration proceedings had been established. However, the Court found that the arbitrator exceeded his powers by granting a direct monetary award. The arbitration reference empowered the arbitrator to determine extensions of time and the financial consequences flowing from them, but not to bypass the contractually agreed payment mechanisms, which required amounts due to be brought to account through interim or final payment certificates.

The SCA accordingly upheld the setting aside of the award, albeit for reasons different from those relied upon by the high court. The Court also dismissed NVP's cross-appeal seeking substitutionary relief, holding that such orders would effectively amount to an impermissible appeal against the arbitration award.

The appeal and cross-appeal were both dismissed.

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