THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

MEDIA SUMMARY OF JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

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Pick 'n Pay Retailers (Pty) Ltd v Williams and Another (238/2024) [2026] ZASCA 7 (26 January 2026)

Today the Supreme Court of Appeal (SCA) handed down judgment in which it dismissed the appellant's application for reconsideration in terms of s 17(2)*(f)* of the Superior Courts Act with costs.

This matter concerned a delictual claim arising from a slip-and-fall incident on the premises of a supermarket and the extent to which a shop owner may escape liability by outsourcing cleaning functions to an independent contractor. The matter originated in the Western Cape Division of the High Court (the High Court) and ultimately came before the SCA on an application for reconsideration in terms of section 17(2)*(f)* of the Superior Courts Act 10 of 2013.

The first respondent, Mrs Maria Williams, was injured in November 2017 while shopping at a Pick 'n Pay store situated in the N1 City Mall, Goodwood, Cape Town. As she walked briskly through one of the aisles to retrieve an item she had forgotten, she slipped on an oily-orange substance on the floor and fell, sustaining soft tissue injury to her left hip and injury to the left acromio-clavicular joint. At the time, Pick 'n Pay had contracted Tradesoon (Pty) Ltd trading as Bluedot to provide cleaning services in the store. Mrs Williams instituted a delictual claim against Pick 'n Pay for damages arising from her injuries, and Bluedot was joined to the proceeding as a third party at the instance of Pick 'n Pay, but substantive relief against it was conditional upon Pick 'n Pay being held delictually liable to Mrs Williams.

The High Court found in favour of Mrs Williams, holding that she had established a prima facie case of negligence. It concluded that Pick 'n Pay had failed to rebut the inference of

negligence arising from the presence of the hazardous spillage on the shop floor and the absence of adequate monitoring and prompt remedial action. The court held Pick 'n Pay liable for 100 per cent of the damages Mrs Williams might prove and granted a declaratory order to the effect that Bluedot is liable to indemnify Pick 'n Pay in respect of any loss or damages incurred as a result of its employees' negligent acts or omissions committed in the execution of their contractual duties. Applications for leave to appeal were dismissed both by the High Court and by the Supreme Court of Appeal on petition.

Pick 'n Pay, thereafter, brought an application for reconsideration under section 17(2)*(f)* of the Superior Courts Act, arguing that the refusal of leave to appeal would result in a grave failure of justice. It contended that Mrs Williams was solely responsible for the incident due to her failure to keep a proper lookout, alternatively that she was contributorily negligent and that any damages should be apportioned accordingly. Pick 'n Pay further maintained that it had fulfilled its duty of care by appointing a competent independent cleaning contractor and implementing adequate monitoring measures, and that any negligence lay solely with Bluedot. Mrs Williams, however, argued that Pick 'n Pay owed a non-delegable duty to ensure the safety of its premises and that outsourcing cleaning services did not relieve it of this obligation.

The SCA, per Dlodlo JA, dismissed the reconsideration application. This Court held that Mrs Williams, as the plaintiff, bore the onus to establish, on a balance of probabilities, that Pick 'n Pay was negligent in failing to discharge its duty of care towards her while she was lawfully present on its premises. The SCA accordingly found that she had proved, on a balance of probabilities, that Pick 'n Pay failed to take reasonable steps to ensure the safety of its premises and that at the material time she exercised reasonable care for her own safety. Consequently, this Court held that it is evident that Pick 'n Pay failed in its duty of care owed to lawful patrons of the premises. The presence of the hazardous substance, coupled with the absence of any warning or remedial action, constituted negligence. Accordingly, liability for the injuries sustained by Mrs Williams rests with Pick 'n Pay, as was found by the High Court.

Applying the test for negligence in the well-known case of *Kruger v Coetzee*, this Court found that a reasonable shop owner would foresee the risk of spillages in a busy supermarket and would implement and properly supervise an effective system to detect and remedy such hazards. While Pick 'n Pay had engaged a cleaning contractor, it failed to exercise adequate oversight over the contractor's performance and relied on an internal monitoring system that was shown to be ineffective. This Court emphasised that although the performance of cleaning duties may be delegated, the responsibility to ensure that reasonable care is taken towards members of the public remains with the store owner. Ultimately, this Court found that it was not enough, based on the circumstances of this case, for Pick 'n Pay to merely hire out the cleaning services of Bluedot. They also had a duty to do more on their part, rather than passively relying on Bluedot to do their work. They, too, had the responsibility of double-checking and supervising Bluedot

In relation to section 17(2)*(f),* the Court stressed that reconsideration is an exceptional remedy intended to prevent a grave failure of justice, not to provide a further opportunity to reargue the merits of a case. Pick 'n Pay failed to demonstrate any extraordinary circumstances or misdirections that would justify reconsideration, and the application amounted to no more than

an attempt to relitigate issues already determined. The application was accordingly dismissed with costs, confirming the liability of Pick 'n Pay for Mrs Williams' injuries.

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