



THE SUPREME COURT OF APPEAL
OF SOUTH AFRICA

MEDIA SUMMARY – JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal
Date: 1 October 2015
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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

Neutral citation: *Unica Iron and Steel v Mirchandani* (20461/2014) [2015] ZASCA 150 (1 October 2015)

The respondent was formerly employed by the first appellant, Unica Iron and Steel (Pty) Ltd of whom, together with the second appellant and a Mr Ul Haq, the respondent was a director. When relations between the three directors became strained, the respondent agreed to leave the employ of Unica. With this end in view, the three directors signed a document containing the terms under which he agreed to leave.

Although certain of these terms were implemented, Unica failed to pay the full cash consideration reflected in the document. When sued by the respondent, it alleged that the document that had been signed was not a final agreement and merely a proposal made in the process of negotiation. It contended that the document had been subject to a final and more precise comprehensive agreement being signed. This contention was rejected by the Gauteng Division of the high court which granted an order of specific performance of the signed document.

On appeal against that judgment, the Supreme Court of Appeal today held that the conduct of the parties post signature of the document showed that they had intended to be bound by its terms and that their agreement was not subject to another formal agreement being concluded. It therefore dismissed the appeal with costs.

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