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SLIP AND TRIP ALERT NOTICE 16 OF 2024

- In *Firestone SA (Pty) Ltd v Genticuro AG* 1977 (4) SA 293 (A), the appellate division set out the principles governing the interpretation of a court's judgment or order. Subsequently, these principles were confirmed in *Administrator, Cape and Another v Ntshwaqela and Others* 1990 (1) SA 705 (A). How did the labour court recently apply these principles when constructing the meaning of an award of the CCMA?
- The constitutional court, in *Paulsen and Another v Slip Knot Investments 777 (Pty) Ltd* 2015 (3) SA 479 (CC), confirmed that the *in duplum* rule provides that arrear interest ceases to accrue once the sum of the unpaid interest equals the amount of the outstanding capital. On what basis did the labour court recently hold that such rule is not applicable to an award of interest in terms of s33A(9) of the LRA? – in terms of such statutory provision, interest on any amount that a person is obliged to pay in terms of a collective agreement accrues from the date on which the amount was due and payable at the rate prescribed in terms of s1 of the Prescribed Rate of Interest Act 55 of 1977, unless the arbitration award provides otherwise.
- What is the difference between compound interest and simple interest?
- How does mora interest fundamentally differ from compound interest or simple interest?
- On what basis did the labour court recently find that mora interest can be applied in the context of disputes about non-compliances with collective agreements, so determine by an arbitrator rather than a court?
- On what basis did the labour court recently find that compound interest is not automatically applicable to accrued mora interest?
- The employer and the trade union, as part of the consultation process in a s189A dismissal scenario, concluded a full and final settlement agreement under the auspices of a senior commissioner of the CCMA. The members of the trade union were paid the amounts due in terms of the settlement agreement. The trade union had the authority and mandate to enter into such settlement agreement. The parties agreed in the





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settlement agreement that neither party shall declare any dispute against the other arising from the s189A retrenchment process and determination of services. Under these circumstances, how did the labour court recently deal with the following issues:

- *Goddard v Metcash Trading Africa (Pty) Ltd* [2009] ZALC 62 is authority for the approach that the labour court has jurisdiction, when an employee challenges the validity of a settlement agreement, to adjudicate the matter and set it aside on the basis of a misrepresentation when the agreement was concluded. *Ulster v Standard Bank of SA Ltd* (2013) 34 ILJ 2343 (LC) is authority for the proposition that a settlement agreement could be set aside if it was entered into under duress and, furthermore, the proposition that a party to a settlement agreement, who fails to repay the settlement amount immediately, when a dispute as to its validity is raised, weighs heavily against the one alleging duress. With reference to these two judgments, how did the labour court deal with the jurisdiction of such court in adjudicating a dispute as to the validity of a settlement agreement?
- In *Gbenga-Oluwatoye v Reckitt Benckiser SA (Pty) Ltd and Another* (2016) 37 ILJ 2723 (CC), the constitutional court held that, when parties settle an existing dispute in full and final settlement, the public and the courts have a powerful interest in enforcing such an agreement and that none should be lightly released from an undertaking seriously and willingly embraced. How did the labour court apply this approach?

