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**EXHIBIT GG (f)**

**FORMER PRESIDENT**

**MR JACOB GEDLEYIHLEKISA**

**ZUMA**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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**INDEX: EXHIBIT GG**

#	Description	File	Pages
<b>1.</b>	<b>Themba Mveli James Maseko</b>	<b>(a)</b>	<b>001</b>
	1.1 Affidavit "A"	(a)	002 to 012
	1.2 Affidavit "B"	(a)	013 to 015
<b>2.</b>	<b>Mabel Patronella Mentor</b>	<b>(a)</b>	<b>016</b>
	2.1 Statement	(a)	017 to 053
	2.2 Annexure "MPM5"	(a)	054
	2.3 Annexure "MPM6"	(a)	055
	2.4 Annexure "MPM7"	(a)	056
<b>3.</b>	<b>Nhlanhla Musa Nene</b>	<b>(a)</b>	<b>057</b>
	3.1 Statement	(a)	058 to 107
	3.2 Annexure "NN2"	(a)	108 to 134
	3.3 Annexure "NN3"	(a)	135 to 138
<b>4.</b>	<b>Pravin Gordhan</b>	<b>(a)</b>	<b>139</b>

#	Description	File	Pages
	4.1 Statement	(a)	140 to 207
	4.2 Annexure "6"	(a)	208 to 214
	4.3 Annexure "8"	(a)	215 to 216
	4.4 Annexure "9"	(a)	217 to 220
	4.5 Annexure "10"	(a)	221 to 223
	4.6 Annexure "11"	(a)	224 to 236
	4.7 Annexure "16"	(a)	237 to 240
	4.8 Annexure "17"	(a)	241 to 253
	4.9 Annexure "18"	(a)	254 to 256
	4.10 Annexure "30"	(a)	257 to 272
	4.11 Annexure "32"	(a)	273 to 288
	4.12 Annexure "37"	(a)	289 to 294
	4.13 Annexure "38"	(a)	295 to 305
	4.14 Annexure "41"	(a)	306 to 379
	4.15 Annexure "42"	(a)	380 to 386
	4.16 Annexure "43"	(a)	387 to 389
<b>5.</b>	<b>Barbara Hogan</b>	<b>(b)</b>	<b>390</b>
	5.1 Statement of Barbara Hogan dated 30 July 2018	(b)	391 to 397
	5.2 Statement of Barbara Hogan dated 08 October 2018	(b)	398 to 421
	5.3 Annexure "D"	(b)	422 to 462
	5.4 Annexure "E"	(b)	463 to 463
	5.5 Annexure "F1"	(b)	464 to 466
	5.6 Annexure "L"	(b)	467 to 468
	5.7 Annexure "O"	(b)	469 to 470
	5.8 Barbara Hogan statement dated 30 July 2018	(b)	471 to 477

#	Description	File	Pages
	5.9 Transcript excerpt from meeting between Public Protector and Ms Hogan	(b)	478 to 527
	5.10 Document titled “ <i>Appointment of Boards of Directors in State Owned Entities</i> ”	(b)	528 to 532
	5.11 Document Titled “ <i>CEO Appointment and Remuneration in State Owned Enterprises</i> ”	(b)	533 to 536
<b>6.</b>	<b>Ngoako Abel Ramatlhodi</b>	<b>(b)</b>	<b>537</b>
	6.1 Statement	(b)	538 to 542
	6.2 Annexure “E”	(b)	543
<b>7.</b>	<b>Mahlodi Sam Muofhe</b>	<b>(b)</b>	<b>544</b>
	7.1 Statement	(b)	545 to 561
<b>8.</b>	<b>Fikile Mbalula</b>	<b>(b)</b>	<b>562</b>
	8.1 Affidavit	(b)	563 to 574
<b>9.</b>	<b>Angelo Agrizzi</b>	<b>(b)</b>	<b>575</b>
	9.1 Affidavit of Angelo Agrizzi	(b)	576 to 681
	9.2 Annexure “G”	(b)	682 to 683
	9.3 Annexure “J”	(b)	684 to 750
	9.4 Annexure “K”	(b)	751 to 754
	9.5 Annexure “R”	(b)	755 to 762
	9.6 Annexure “V”	(b)	763 to 764
	9.7 Annexure “X”	(b)	765 to 769
	9.8 Supplementary affidavit of Angelo Agrizzi	(b)	770 to 829
	9.9 Exhibit “MM”	(b)	830
<b>10.</b>	<b>Mxolisi Sandile Oliver Nxasana</b>	<b>(c)</b>	<b>831</b>
	10.1 Affidavit of Mxolisi Sandile Oliver Nxasana	(c)	832 to 860
	10.2 Annexure “MN.1”	(c)	861 to 864
	10.3 Annexure “MN.2”	(c)	865 to 876
	10.4 Annexure “MN.3”	(c)	877to 878

#	Description	File	Pages
	10.5 Annexure "MN.4"	(c)	879 to 881
	10.6 Annexure "MN.5"	(c)	882 to 916
	10.7 EE2 – Constitutional Court of South Africa Case No. CCT 333/17 and CCT 13/18	(c)	917 to 975
	10.8 EE3 – High Court of South Africa Case No. 64210/15	(c)	976 to 1019
	10.9 EE4 - Relevant Sections	(c)	1020 to 1087
	10.10 EE6 - Relevant Sections	(c)	1088 to 1102
<b>11.</b>	<b>Brent Adrian Simons</b>	<b>(c)</b>	<b>1103</b>
	11.1 Affidavit of Brent Adrian Simons	(c)	1104 to 1116
	11.2 Annexure "BAS01"	(c)	1117 to 1120
	11.3 Annexure "BAS02"	(c)	1121 to 1123
	11.4 Annexure "BAS03"	(c)	1124 to 1125
	11.5 Annexure "BAS04"	(c)	1126 to 1145
	11.6 Annexure "BAS05"	(c)	1146 to 1147
	11.7 Annexure "BAS06"	(c)	1148 to 1160
<b>12.</b>	<b>Abegnigo Hlungwani</b>	<b>(c)</b>	<b>1161</b>
	12.1 Affidavit of Abegnigo Hlungwani	(c)	1162 to 1167
	12.2 Annexure "AH1"	(c)	1168 to 1173
	12.3 Annexure "AH2"	(c)	1174
<b>13.1</b>	<b>Themba Maseko</b>	<b>(d)</b>	<b>1175</b>
	13.1.1 Affidavit of Frank Chikane	(d)	1175 to 1193
	13.1.2 Travel records of Former President Jacob Zuma and Presidential staff from the Department of Home Affairs	(d)	1194 to 1196
	13.1.3 Documentation relating to Mzwanele Manyi from the Department and Labour and Department of Public Service and Administration ("DPSA")	(d)	1197 to 1286

#	Description	File	Pages
	13.1.4 Correspondence and documentation relating to Themba Maseko from the DPSA and from the Office of the Presidency	(d)	1287 to 1331
	13.1.5 Additional documents relating to Mzwanele Manyi	(d)	1331.1 to 1331.4
<b>13.2</b>	<b>Mabel Mentor</b>	<b>(d)</b>	<b>1332</b>
	13.2.1 Flight information and supporting documentation in respect of a State visit to China over the period 24 - 26 August 2010	(d)	1332 to 1366
<b>13.3</b>	<b>Nhlanhla Nene</b>	<b>(d)</b>	<b>1367</b>
	13.3.1 Project Spider Web documentation	(d)	1367 to 1380
	13.3.2 National Treasury and Project Spider Web	(d)	1381 to 1408
	13.3.3 Extract from the Portfolio Committee of Public Enterprises dated 31 October 2017	(d)	1409 to 1414
	13.3.4 Report for T M G Sexwale on allegations with regard to the Trillian group of companies and related matters	(d)	1415 to 1427
	13.3.5 Media reports in respect of Nhlanhla Nene's nomination for a position at the BRICS New Development Bank	(d)	1428 to 1439
	13.3.6 Earthlife Africa Johannesburg and Another v Minister of Energy and Others 2017 (5) SA 227 (WCC) (26 April 2017)	(d)	1440 to 1513
	13.3.7 Memorandum dated 04 October 2018, to the Commission of Inquiry into State Capture by Earthlife Africa	(d)	1514 to 1573
	13.3.8 Media article by Lily Gosam dated 02 February 2016	(d)	1574 to 1605
<b>13.4</b>	<b>Pravin Gordhan</b>	<b>(e)</b>	<b>1606</b>
	13.4.1 Operation Checkmate documentation	(e)	1606 to 1607
	13.4.2 President of the Republic of South Africa v Democratic Alliance and Others (664/17) [2018] ZASCA 79 (31 May 2018)	(e)	1608 to 1635
<b>13.5</b>	<b>Barbara Hogan</b>	<b>(e)</b>	<b>1636</b>

#	Description	File	Pages
	13.5.1 Affidavit of Enoch Godongwana	(e)	1636 to 1641
	13.5.2 Extracts from the South African Institute of Race Relations	(e)	1642 to 1650
	13.5.3 South Africa's credit rating history 1994-2018	(e)	1651 to 1653
	13.5.4 Extracts from South African Public Affairs Research Institute ("PARI") reports reflecting the Transnet and Eskom Board under Malusi Gigaba and Lynne Brown; as well as details of the South African Airways Board members, Directors and associated Ministers	(e)	1654 to 1660
	13.5.5 Earthlife Africa Johannesburg and Another v Minister of Energy and Others 2017 (5) SA 227 (WCC) (26 April 2017)	(e)	1661 to 1674
	13.5.6 Cabinet Memorandum 02 of 2011	(e)	1675 to 1680
	13.5.7 Cabinet Memorandum 04 of 2011	(e)	1681 to 1687
	13.5.8 Cabinet Memorandum 09 of 2015 and 09A of 2015 with associated correspondence	(e)	1688 to 1725
	13.5.9 Cabinet Memorandum 01 of 2016 with associated correspondence	(e)	1726 to 1751
<b>13.6</b>	<b>Angelo Agrizzi</b>	<b>(e)</b>	<b>1752</b>
	13.6.1 Opening documents, bank statements and deposit slips for the Jacob Zuma Foundation ABSA bank account 4074045177	(e)	1752 to 1782
	13.6.2 Letter from the African National Congress ("ANC") and bank statements from Bosasa Operations (Pty) Ltd reflecting payments to the ANC	(e)	1783 to 1788
<b>13.7</b>	<b>Jacob Zuma</b>	<b>(e)</b>	<b>1789</b>
	13.7.1 Application of Redihentse Tlhabi in terms of Rule 3.3.6 read with Rule 9	(e)	1789 to 1861
	13.7.2 Public statement of the Thabo Mbeki Foundation	(e)	1862 to 1868
	13.7.3 Statement of Sipiwe Nyanda dated 02 November 2018	(e)	1869 to 1882

#	Description	File	Pages
	13.7.4 Bank statement records for the period 01 February 2009 to 30 September 2009 for the ABSA bank account 4048382606 of Former President Jacob Zuma	(e)	1883 to 1898
<b>13.8</b>	<b>Ngoako Abel Ramatlhodi</b>	<b>(e)</b>	<b>1898.1</b>
	13.8.1 Affidavit of Ngoako Abel Ramatlhodi	(e)	1898.1 to 1898.3
<b>14.</b>	Affidavit of Meliswe Mildred Oliphant	(f)	1899 to 1907
<b>15.</b>	Affidavit of Makaringe Richard Baloyi	(f)	1908 to 2009
<b>16.</b>	Affidavit of Yasmin Duarte	(f)	2010 to 2015
<b>17.</b>	Affidavit of Samson Gwede Mantashe	(f)	2016 to 2022
<b>18.</b>	Affidavit of Zwelini Lawrence Mkhize	(f)	2023 to 2024
<b>19.</b>	Affidavit, Supplementary Affidavit & other documents of and relating to Rajesh Sundaram	(f)	2025 to 2117





# **EXHIBIT GG (f).1**

**NELISWE MILDRED  
OLIPHANT**

**IN THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE**

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**AFFIDAVIT**

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I, the undersigned,



**NELISWE MILDRED OLIPHANT**

do hereby make the following statements under oath:

**BACKGROUND**

1. I am the former Minister of Labour between November 2010 to May 2019.
2. The facts to which I depose are true and correct and are within my personal knowledge except where it is apparent from the context that they are not.
3. In or around 1994, I was elected as a member of the Legislature in Kwa-Zulu Natal till 1999. From the years 1999 to 2004, I was a member of the National Assembly. From the years 2004 to 2009, I was a member of the National Council

MRO  
m-a

of Provinces. In or around 2009, I was again a member of the National Assembly, as the House Chair of International Relations, till 30 October 2010.

#### APPOINTMENT AS MINISTER

4. On Saturday, 29 October 2010, I returned home from a parliamentary visit to China led by the Speaker of the National Assembly.
5. On Sunday morning, 30 October 2010, while I was home, I received a call from the former President Zuma informing me that the ANC officials had taken a decision to deploy me as the Minister of Labour and that I should come on the 1<sup>st</sup> of November 2010 to be sworn in as Minister.
6. Shortly after my conversation with the former President, I was contacted by Ms Lakela Kaunda, from the Presidency, who facilitated my travel arrangements from Kwa-Zulu Natal to Johannesburg and back for the next day, being 1 November 2010. I informed Ms Kaunda that I would be returning to Kwa-Zulu Natal on the same day.
7. On the morning of 1 November 2010, while I was at Durban International Airport, I received a call from the then Acting Director-General of the Department of Labour, Mr Sam Morotoba, who congratulated me on my appointment and informed me that the Department was available to assist with any travel arrangements, should I need them. Upon my arrival at Jan Smuts International

Airport (now OR Tambo International Airport) I was transported to the Presidential Guesthouse, now known as Sefako Makgato Guesthouse. I was received by some officials from the Presidency where I was presented with an attendance register reflecting names against which I had to append my signature~~x~~ as confirmation of my presence.

8. On the same day, after having been sworn in, I was taken back to Jan Smuts International Airport to return to Kwa-Zulu Natal in accordance with the arrangements made with Ms Kaunda. I had wanted to return to Kwa-Zulu Natal for the remainder of the week in order to reflect on my deployment as the Minister of Labour, as I was enjoying my position as House Chair of International Relations and expected to finalise the report on our parliamentary visit to China.
9. On Monday, 8 November 2010, I returned to the Department of Labour for the briefing by senior officials, led by Mr Morotoba. I was briefed about the role of the Department and the branches that the Department has. In that meeting it was agreed that I would be briefed by the various Deputy Directors-General on a one-on-one basis about the various roles and programmes that each branch was concerned with. There was no handover process from former Minister, Mr Mdladlana, apart from having received a text message from him advising me that he was available to be called at any time should I need any information regarding the Department.

10. The meetings with the various Deputy Directors-Generals lasted about two weeks starting on Monday, 10 November 2010 till 19 November 2010.

**CALL FROM MR JIMMY (MZWANELE) MANYI**

11. The following week, I was contemplating approaching the then Director-General in the Presidency, Mr Cassius Lubisi, about the Director-General in the Department of Labour. The Director-General in the Presidency, as the head of the Directors-General, was the person to approach for information about the Director-General of the Department of Labour. I then received a call from Mr Manyi who congratulated me on my appointment and informed me that he was intending to appeal the decision to dismiss him or take the Department of Labour to court over his dismissal. At that stage, I was not aware that Mr Manyi had been dismissed as Mr Morotaba had not informed me during the briefing process. I told Mr Manyi that I did not have that information and that I was still to be briefed by the Department. I then called Mr Morotaba to brief me about the situation regarding the Director-General. Mr Morotaba said that he would arrange a meeting with Department's Legal Services who were familiar with the issues.
12. Within two or three days, I met with the Department's Legal Services team, which included external senior counsel who were led by Advocate Pasha. Advocate Pasha confirmed that Mr Manyi had been dismissed. However, I was not given the full details relating to the reasons for Mr Manyi's dismissal apart from the fact that Minister Mdladlana had dismissed him two or three days before my

appointment. Advocate Dokota informed me that Mr Manyi was dismissed because he did not respect the Minister. I was not shown any documentation relating to Mr Manyi.

#### DISCUSSIONS WITH MINISTER RICHARD BALOYI

13. Around the first week of December 2010, before the commencement of the Cabinet Committee meeting, I informally approached and raised the issue of Mr Manyi's dismissal with the then Minister of Public Service and Administration, Minister Richard Baloyi, as the custodian of the Public Service Act. I informed him that the Legal Services team did not give me the full information relating Mr Manyi's dismissal and I therefore asked him to procedurally assist with the matter and he agreed. Minister Baloyi advised me to meet with Mr Manyi in order to ascertain whether Mr Manyi intended to appeal the decision to dismiss him or take the Department of Labour to court.
14. I was not aware of any appeal that Mr Manyi may have lodged. If he had in fact lodged an appeal against his dismissal, he would have had to lodge it directly with the Department of Public Service and Administration and not with the Department Labour. According to my understanding, the dismissal was done by the Minister in the Department of Labour and therefore an appeal would lie with the custodian of the Public Service Act, being the Department of Public Service and Administration.

15. Shortly after my informal meeting with Minister Baloyi I called Mr Manyi and we met at the Sheraton Hotel in Pretoria. I asked Mr Manyi for his reasons for wanting to take the Department of Labour to court. Mr Manyi responded that it was because of the former Minister's decision to have him dismissed. I then said to Mr Manyi that, in respect of an appeal against the decision to dismiss him, I believed he would have to lodge the appeal with Department of Public Service and Administration. That is all we discussed at our meeting.
16. In December 2010, before the rising (recess), I met with Minister Baloyi. I cannot recall whether it was at a full Cabinet meeting or at a Parliamentary session. Minister Baloyi informed me that he had looked at the matter and that he was going to commence the processes of determining whether proper procedures in regard to Mr Manyi were followed. He then said he would take over the process as the custodian of the Public Service Act.
17. In or around January 2011, Mr Baloyi informed me that he had finalised the process regarding Mr Manyi. He further informed me that, in accordance with the procedures, Mr Manyi would either have to return to the Department of Labour or be transferred to another Department. Mr Baloyi did not inform me of what procedures were followed nor of their outcomes. I then requested Mr Baloyi to please transfer Mr Manyi to another Department for the following two reasons: (a) the fact that he was dismissed by the Department of Labour and (b) because I wanted to create stability within the Department. My experience was that Mr Manyi's dismissal had created the instability within the Department, having

received correspondence addressed to me from NEHAWU demanding that Mr Manyi be reinstated.

#### **WITHDRAWAL OF DISMISSAL AND PLACEMENT ON SPECIAL LEAVE**

18. Mr Baloyi advised me that, according to the procedures that ought to be followed in the transfer of Mr Manyi, I must write a letter withdrawing Mr Manyi's dismissal in terms of Section 5(7) of the Public Services Act and place him on special leave. I was also informed that the letter would correct Mr Manyi's dismissal and would afford Mr Baloyi time to deal with the process of transferring Mr Manyi to another Department within three months, failing which, Mr Manyi would then have to return to the Department of Labour.
19. I then discussed the advice that Mr Baloyi gave me with the Department's Legal Services, including the Head of Department's Legal Services, Advocate Pasha. The Legal Services team supported Mr Baloyi's advice and supported the decision for me to write the letter.
20. On 31 January 2011, I wrote a letter, on the advice of Minister Baloyi and the Department's Legal Services, informing Mr Manyi that I had decided to withdraw his dismissal from Public Service in terms of Section 5(7) of Public Service Act of 1994 as amended with immediate effect and that he would be placed on special leave until further notice. My understanding was that the withdrawal of the dismissal would be of effect from 1 December 2010 because that was the date



from which the dismissal became effective. Minister Baloyi was copied in the letter and I assumed that he would make sure that Human Resources within the Department of Labour would be appraised of both the withdrawal of Mr Manyi's dismissal and his placement on special leave. Mr Manyi was also meant to submit the letter to Human Resources in the Department of Labour. There is no other paper work relating to the withdrawal of Mr Manyi's dismissal and his placement on special leave that I filled out.

#### **TRANSFER OF MR JIMMY MANYI**

21. I cannot recall whether Minister Baloyi informed me that Mr Manyi would be transferred to another Department before or after I signed the letter withdrawing his dismissal and placing on special leave. However, I was aware of Mr Manyi's transfer to another Department before the pronouncement of his transfer to Government Communication and Information System by the Cabinet's spokesperson.
22. There was no need for me to take Mr Manyi off special leave since he was being transferred to another Department and the processes were being dealt with by Minister Baloyi and therefore he would be the one to take Mr Manyi off special leave.

I hereby certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me, Commissioner of Oaths, at JOHANNESBURG on this the 7TH day of OCTOBER 2019 the regulations contained in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice No R1648 of 19 August 1977, as amended, having been complied with.

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AFRICAN POLICE SERVICE  
STATION COMMANDER  
2019 - 10 - 07  
CLIENT SERVICE CENTRE  
HILL BROW  
AFRICAN POLICE SERVICE



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## **EXHIBIT GG (f).2**

**MAKARINGE RICHARD  
BALOYI**

**STATEMENT TO THE JUDICIAL COMMISSION OF INQUIRY INTO  
ALLEGATIONS OF STATE CAPTURE, CORRUPTION AND FRAUD  
IN THE PUBLIC SECTOR, INCLUDING ORGANS OF STATE**

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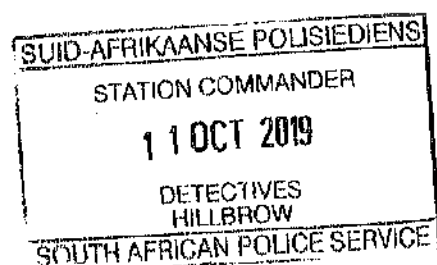
**1. STATEMENT**

1.1 I, the undersigned, MAKARINGE RICHARD BALOYI state under oath as follows:

1.1.1 That the facts herein contained and to which I depose are within my personal knowledge true and correct to the extent that I can remember, unless otherwise stated.

1.1.2 That I am an adult married South African male residing at Number 22 Dromedaries Street, Phalaborwa, Ba-Phalaborwa Municipality in the Mopani District of Limpopo.

1.1.3 That I am currently unemployed and I fully deal with my work history, experience and expertise below.



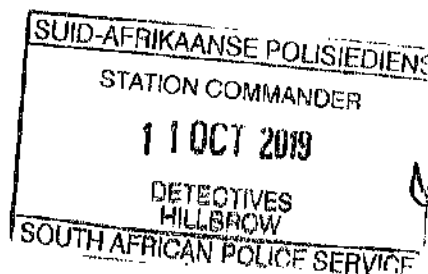
1.1.4 That, having been a political activist throughout my life, I continue to be one to this date and also deal with my position in this aspect below.

1.1.5 That It is because of my prior position as a Minister ten (10) years ago in the National Executive of the Republic of South Africa that I have been asked to make this statement which follows below:

1.1.6 That the information contained in my statement herein is largely, if not exclusively, based in my memory in circumstances where I no longer have access to such information that is located in the Department wherein I served in various capacities as referred to in the background information in this statement.

## 2. INTRODUCTION

2.1 I respond to a letter dated 5 March 2019 from Adv. Paul Pretorius SC acting on the instructions and directives of the Chairperson of the Judicial Commission of Inquiry on allegations of State Capture, corruption and fraud in the Public Sector, including Organs of State, herein also referred to as State 'Capture



Commission' or simply "the Commission", Deputy Chief Justice Raymond Zondo.

2.2 In this letter, Adv. Pretorius states, among others, that Mr. Maseko, a former government employee, "testified that during February 2011 he was transferred as the Chief Executive Officer of the GCIS to become the Director-General of the Department of Public Service and Administration (DPSA) when you (myself) were the Minister and the relevant Executive Authority of the DPSA".

2.3 Adv. Pretorius goes on to state that "The Chairperson would like you to assist the Commission by addressing and commenting on the following issues which are of relevance to the Commission:

2.3.1 When did you become aware of the transfer of Mr. Maseko from the GCIS to the DPSA?

2.3.2 Was there any prior discussion between you and any other member of the Executive Authority before the transfer took place?

In this connection the Chairperson would like to know whether you have knowledge of the facts and circumstances which gave rise to the transfer of Mr. Maseko.

2.3.3 Did the then President of the Republic consult with you before the transfer took place. If yes, are you able to state when, where and how such consultation took place? If not, are you able to explain why such a consultation did not take place?



2.3.4 To your knowledge and recollection, what are the normal requirements and practice or procedures to bring about a lawful transfer of a Head of a National Department, having regards to the provisions of section 12 and 12A of the Public Service Act?

2.4 I further respond to a directive by the Chairperson of the State Capture Commission, issued in terms of Regulation 10(6) of the Commission, dated 04<sup>th</sup> September 2019, asking me to provide the Commission with all the information I have and everything I know about Mr Maseko regarding:

2.4.1 Your working relationship with Mr Maseko when he was Director General in the DPSA.

2.4.2 The termination of Mr Maseko's appointment as Director General in the DPSA.

2.5 The Commission Chairperson's directive of the 04<sup>th</sup> September 2019 as per Regulation 10(6) also asked me to provide the Commission with all the information I have and everything I know about Mr Mzwanele Manyi regarding:

2.5.1 His appointment as the Director-General in the Department of Labour in September 2009;

2.5.2 His dismissal from the Department of Labour;

2.5.3 His transfer to the Government Communications and Information Services (GCIS) as Director-General.





3. The Chairperson emphasized by further stating that "when you provide your account of the topics listed above, please ensure that you provide full details of any and all meetings, discussions, interactions or correspondence with other persons including, but not limited to, who they were with, when they occurred, who was present, and where applicable provide copies of any relevant documents.

**4. MY RESPONSES TO THE TWO DOCUMENTS ABOVE ON Mr MASEKO**

**4.1** My response to the letter dated 5 March 2019 is as follows:

**4.1.1 ADD PARAGRAPH 2.1**

**QUESTION:**

When did you become aware of the transfer of Mr. Maseko from the GCIS to the DPSA?



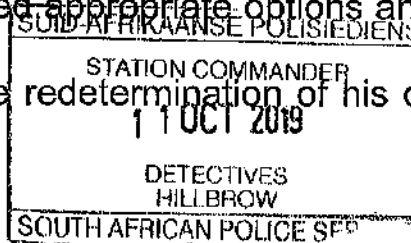
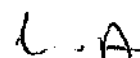
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STATION COMMANDER
<b>11 OCT 2019</b>
DETECTIVES HILLBROW
SOUTH AFRICAN POLICE SERVICE

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**ANSWER:**

- (a) I did not just become aware of the transfer of Mr Maseko from the GCIS to the DPSA because I facilitated that transfer and that happened during the period that his transfer took place, around February 2011.
- (b) It was part of my responsibilities as Minister for Public Service and Administration, at the time, to support Ministers as Executive Authorities of their Departments in dealing with matters like the one under consideration.
- (c) In all instances that it would arise that there had to be an exit of a CEO or DG (in the case of Departments) and in situations like that of Mr Maseko, i.e before the expiry of the contract, the relevant Executive Authority would approach the Minister (Executive Authority of the Department of Public Service and Administration [EADPSA]) for the management of such an exit.
- (d) I was approached on the matter concerning Mr Maseko by the Executive Authority of Government Communications and Information Services, the Minister in the Presidency responsible for Performance Monitoring and Evaluation at the time.
- (e) I, as the EADPSA, considered appropriate options and there were two of them available, i.e the redetermination of his contract on a

severance package and allow him to exit or negotiating for a possible transfer, because, based on information at my disposal, the exit was not initiated by him and the exit had to happen.

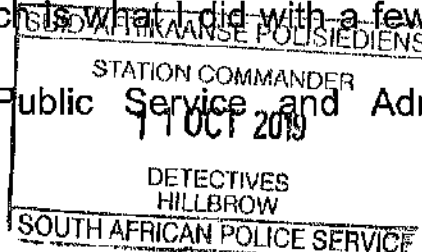
(f) I preferred the option of transfer and began to negotiate for such to happen and do so in a manner that he be transferred to the Department of Public Service and Administration, as, at the time, there was a need for such a resource and, considering his experience, he would be suitable for the job, hence I moved for his transfer, after I took a decision that his services would be of value to the DPSA.

(g) I discussed with his Principal and obtained concurrence.

(h) I discussed with Mr Maseko and got his consent.

(i) I must state that during our discussion I made it clear to him that I was ready to even extend his contract at its expiry, provided that we would reach that stage both of us still with the Department and assuming that all other things would remain the same to that end, meaning that there would have been no negative development justifying non-renewal of his contract.

(j) I have to underscore the fact that I was not doing the transfer for any special reason to him, but that it was the way I chose to handle retention of DGs, which is what I did with a few DGs since my turn as Minister for Public Service and Administration,



recommending and bargaining with Ministers to consider a practice where we use 'transfer' as an option rather than getting DGs completely out of the system and in such humiliating circumstances as if we found them guilty of any wrong doing.


- (k) My arguments were always based on my observation that, even if it was allowed to redetermine a DG's contract on grounds of irretrievable breakdown of trust between an Executive Authority and a Head of a National Department or equivalent Agency, the latter would have no recourse to test the validity of the alleged irretrievable breakdown, unless in highly unlikely situation where the official would declare a dispute, refuse to resign and put up a case of constructive dismissal.
- (l) I must state that for my duration in the Public Service, I do not remember a Head of a National Department who contested the decisions of Executive Authorities up to a point of declaring a dispute and raise such a case of constructive dismissal.
- (m) I do not remember any Minister for Public Service and Administration intervening to challenge the validity of any Executive Authority's claim of irretrievable breakdown of trust, meaning that whether material or imaginary, the Executive Authority's word would prevail without challenge.



- (n) I did not challenge that practice when I was a Minister for Public Service and Administration for reasons of power relations with other Executive Authorities because mine was not a super ministry because that does not obtain in our dispensation.
- (o) Even if that was to be the case that we have it as a super ministry, it would not help much in this case because the power to finally appoint and finally transfer Heads of National Departments vests with the Executive Authority of the National Executive - the Executive Authority of the Republic - the President of the Republic and the Principal of the Minister for the Minister for Public Service and Administration.
- (p) Some of us thought that the implementation of the 1998 Presidential Review Commission would have gone a long way, particularly the recommendation that the Ministry for Public Service and Administration was to relocate to be a Ministry in the Presidency, because that would have somehow given such a Ministry some sort of seniority with other Ministries, as it would probably leverage on the adage "first among the equals", because of its location.
- (q) Unfortunately, the implementation of that Presidential Review Commission missed this point.




- (r) Some of us also thought that the 2008 'National Micro Organization of the State' review project would correct this missed point.
- (s) Unfortunately, instead, the project introduced a Ministry in the Presidency responsible for Performance Monitoring and Evaluation whilst retaining the Ministry of Public Service and Administration which has in its functional list such powers of monitoring and evaluation— a possible costly duplication.
- (t) Put the last point aside as debatably not directly linked to the scope of the Commission, the point I am making is that the Minister for Public Service and Administration would deal decisively with issues related to the employment, transfer and/or dismissal situations of the Heads of National Department, including testing the validity of a claim by any Executive Authority that there is irretrievable breakdown of trust affecting and justifying the exit of a Head of a National Department, if the seniority question was addressed.
- (u) For me, this was- and remains a missing link today and most Heads of National Department become victims of this missing link.
- (v) Similarly, the missing link deprives Executive Authorities of an opportunity to provide the merits of their assumption of the prevalence of irretrievable breakdown of trust justifying their moves

  
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to let go of Heads of National Department, exposing them to second-guessing.

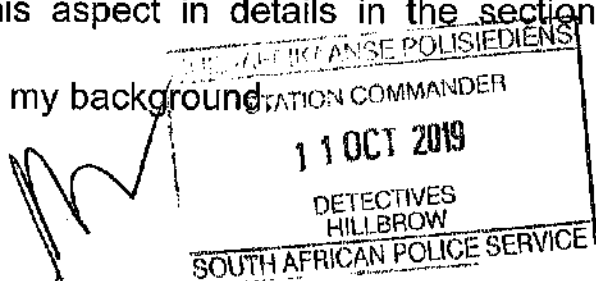
(w) Of course, it can be argued that Cabinet itself could manage the situation and demand qualifications on a claim of breakdown of trust as a reason for any transfer because all such cases need their concurrence, but the reality is that it is a forum of Executive Authorities who themselves, as individuals, are the ones taking such decisions based on the allegation in question.

(x) Perhaps the situation could be different if it was made an obligatory procedure that whenever an Executive Authority, including the President, alleges that there is an irretrievable breakdown of trust, the Public Service Commission, acting in consultation with the Minister for Public Service and Administration, should confirm the validity of the allegation of such a relationship before such a case can be considered by Cabinet.

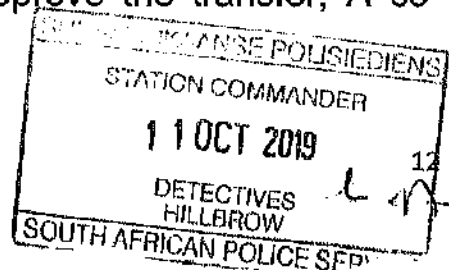
(y) I decided to take the option of transfer in order to avoid a situation where Mr Maseko would have been a victim of the missing link he did not create and exit the Public Service with a cloud hanging over his head.

(z) I do not regret to have done that.

(aa) I reflected on this aspect in details in the section of this Statement dealing with my background.



- (bb) I would do it still if I were to get a second chance under similar circumstances.
- (cc) I could not see our Public Service winning in the delivery of services unless we take care of senior officials beyond temptations to release them, no matter how strongly we feel against them as principals, of course they (DGs) also bringing their side and not create reasons for the temptations.
- (dd) I recall that Mr Maseko was very clear with me about his decision no longer to stay long in public service as he had other options to pursue, as he said so in response to my offer to extend his contract at the expiry of his term.
- (ee) So, I knew his position about public service by the time the transfer was implemented, and I went ahead with the transfer, anticipating a possibility where he could change his mind but also appreciating that he would have made a valuable contribution by the time he decided to leave.
- (ff) Because my offer was agreed to, I managed the transfer process, and I think it should be in the records of DPSSA and/or GCIS that the due process was managed through, namely: The written consent of the releasing Executive Authority, a Cabinet Memorandum requesting Cabinet to approve the transfer, A co-



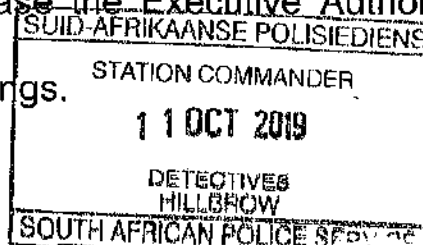
signed Cabinet Minute of the Minister of DPSA and the President, as well as the appointment letter on transfer.

(gg) If my offer of transfer was not approved, the remaining option was that of redetermining his contract in terms of the applicable formula and procedure, including that he would have been expected to give consent to the calculated severance package, in writing, because, as indicated earlier, the exit was not initiated by him and that it had to happen at the time that his contract was still valid.

(hh) Suppose that the exit was initiated by him and there was no pending case of misconduct on his part, he would have been expected to resign and his resignation case would have been handled in terms of applicable procedure dealing with resignations.

(ii) If there was a case of unbecoming conduct pending, his Executive Authority would have exercised discretion on whether to reject the resignation and subject him to a hearing or allow him to resign as part of settlement.

(jj) The worst case scenario would have been that Mr Maseko refused to resign and the Executive Authority still insisted that the decision for his exit should stand, in which case the Executive Authority could have invoked dismissal proceedings.





- (kk) The alternative worst case situation could have been that Mr Maseko could have refused to resign but declare a dispute.

#### 4.1.2 ADD PARAGRAPH 2.2

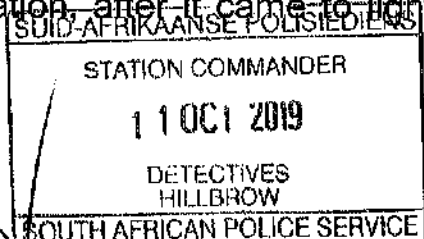
##### **QUESTION:**

Was there any prior discussion between you and any other member of the Executive Authority before the transfer took place? In this connection the Chairperson would like to know whether you have knowledge of the facts and circumstances which gave rise to the transfer of Mr. Maseko.

##### **ANSWER**

(a) YES, I had a discussion with the Executive Authority (Minister) in the Presidency responsible for Performance Monitoring and Evaluation, who was also in charge with matters relating to Government Communications and Information Services (GCIS) and was Mr Maseko's Principal.

(b) It was in that discussion where I made a proposal for Mr. Maseko's transfer to the Department of Public Service and Administration, after it came to light that there was a decision for his exit.



- (c) I did not have knowledge of the facts and circumstances which gave rise to a decision for Mr Maseko's exit from Government Communications and Information Services (GCIS).
- (d) The Minister was very clear to me that there was a decision for Mr Maseko's exit and he was not approaching me for an advice about that decision, but he was doing so for an advice on exit management only.
- (e) I asked him as to whether Mr Maseko initiated the exit, and he indicated that he (Mr Maseko) did not initiate the exit.
- (f) I understood what it meant.
- (g) I did not ask further because his answer was enough for me to advise, hence I referred to the two options I alluded to earlier in this Statement, i.e. transfer or contract redetermination.
- (h) I negotiated for his transfer and the Minister gave me an assurance that he would support the move to transfer him if he, Mr Maseko, give consent and if I am satisfied that such should be done.
- (i) We agreed that both of us should consult him (Maseko) about this individually, the outcome of which I referred to earlier in this Statement, that he gave consent to the transfer.



- (j) Yes, I know the facts and circumstances that gave rise to the transfer of Mr Maseko to the Department of Public Service and Administration.
- (k) It came about as an option considered and introduced by the Minister for Public Service and Administration of the time (I) after it was reported (to me) that there was a decision taken for his (Mr Maseko's) exit from GCIS.
- (l) I did that because in the process of providing support to Ministers in dealing with exit management of DGs I preferred to take the option of retention through transfers where such opportunities existed.
- (m) The case of Mr Maseko was not my first to handle in this manner and more information in this regard is in the background section of this Statement.
- (n) It was a contribution I made for stability in the Public Service, hence the move to transfer him and still utilize his services than let him out.

#### 4.1.3 AD PAGRAPH 2.3

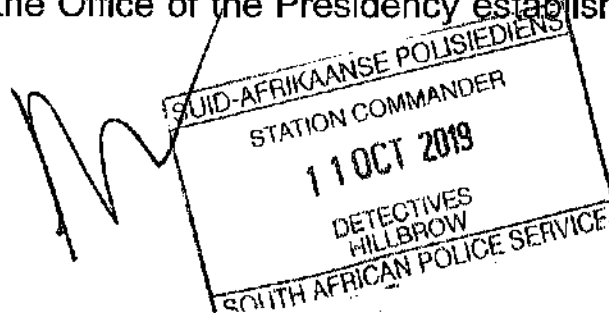


**QUESTION:**

Did the then President of the Republic consult with you before the transfer took place? If so, please indicate where, when and how the consultation took place. If not, are you able to explain why such a consultation did not take place?

**ANSWER:**

- (a) NO, the then President of the Republic did not consult with me before the transfer of Mr. Maseko took place and therefore it is not applicable that I provide information as to "where", "when" and "how".
- (b) Yes, I am in a position to state why such a consultation did not take place.
- (c) I consulted with the Minister in the Presidency responsible for Performance Monitoring and Evaluation and who was the Executive Authority of the Department and the Principal of the official affected by the transfer, and we exhaustively dealt with the question of transfer to a point where the said Minister gave support to the move and the necessary paper work done
- (d) It was my understanding that the Minister in the Presidency duly represented the Office of the Presidency establishment, under the



personal leadership of the then President, and that was enough for me.

- (e) I did not have any doubt about that fact and it therefore did not arise that I should demand the personal presence of the then President to have a discussion with me, granted that, anyway, he was the only one who could approve such a transfer when he signed the Presidential Minute after Cabinet concurrence.
- (f) For me everything was aboveboard and it was confirmed when the transfer Cabinet Memorandum served before Cabinet as there was no issue raised about the transfer.
- (g) I co-signed a Presidential Minute with the President for the transfer of Mr Maseko and there was no issue of concern raised, a point which confirms that we were in order not entertaining a discussion between the Minister for Public Service and Administration and the then President in person before the transfer was effected.

#### 4.1.4 ADD PARAGRAPH 2.4

#### QUESTION

.To your knowledge and recollection, what are the normal requirements and practice or procedures to bring about a lawful transfer of a Head of a

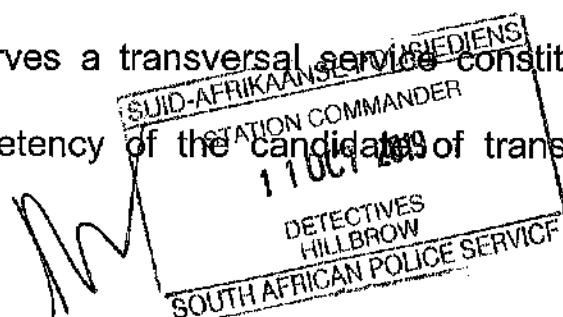
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National Department, having regards to the provisions of section 12 and 12A of the Public Service Act?

## ANSWER

### (a) REQUIREMENTS

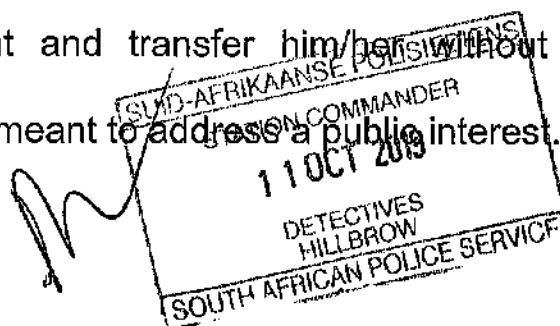
- (i) A lawful transfer of a Head of a National Department is done to an incumbent who still has a valid contract and who has a clean record of good service.
- (ii) The transfer may be meant to strengthen the location of the intended transfer, due consideration taken of peculiar competencies of the Head of Department to be transferred, vis-a-vis the functional scope of the targeted location.
- (iii) It may be meant to strengthen the general Public Service, more especially in a situation where the intended location of transfer serves a transversal service constituency and the wide competency of the candidates of transfer commands





such strength, and this is what is considered as transfer at public interest.

- (iv) The transfer may be meant to combine the competencies of the candidate with management of a crisis situation where there exist a material irretrievable breakdown of trust between the Executive Authority and the Head of a National Department, and particularly meant to accommodate such an official within the broader public service.
- (v) The transfer has to be initiated, either by the Executive Authority or the Head of a National Department concerned.
- (vi) If initiated by the Head of a Department, the Executive Authority of the Department must concur.
- (vii) If initiated by the Executive Authority, the Head of a National Department to be transferred must give consent.
- (viii) The Executive Authority may overrule the Head of the Department and transfer him/her without consent if the transfer is meant to address a public interest.



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- (ix) The initiator must have negotiated for an alternative location.
- (x) The alternative location must be the same in rank and conditions or equivalent with the one being vacated, so that the transferred official is not worse-off due to the transfer.
- (xi) The Executive Authority of the receiving location must concur

**(b) PRACTICE OR PROCEDURE**

- (i) The Minister/Executive Authority of the releasing Department becomes the recommending Minister for the transfer, irrespective of whether the transfer was initiated by him/her or not and, having satisfied him-/herself of the above requirements.
- (ii) The releasing Minister coordinates with the Minister for Public Service and Administration in developing a Cabinet Memorandum seeking Cabinet Approval.





(iii) The transfer can only be effected if Cabinet concurs with the recommendation.

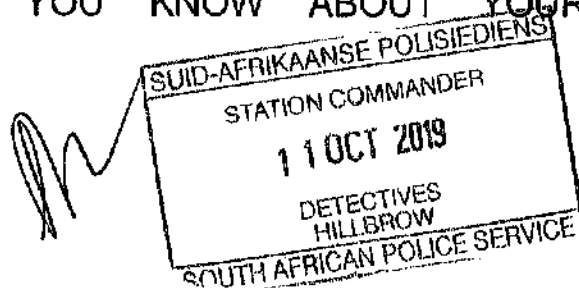
(iv) After Cabinet concurrence, the Executive Authority of the National Executive signs a Presidential Minute for the transfer of such an official, with the powers vested in him/her to appoint and transfer Heads of Department.

4.2 My response to the letter dated the 04<sup>th</sup> September are as follows:

4.2.1: **ADD PARAGRAPH 1.1 (e)**

**QUESTION**

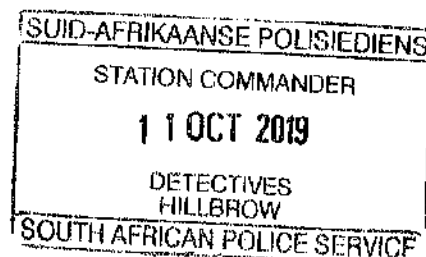
PROVIDE THE COMMISSION WITH ALL INFORMATION YOU HAVE AND EVERYTHING YOU KNOW ABOUT YOUR WORKING



RELATIONSHIP WITH Mr MASEKO WHEN HE WAS DIRECTOR  
GENERAL IN THE DPSA

ANSWER

- (a) I had a normal working relationship with Mr Maseko as a Director General of the Department of Public Service and Administration and I really do not remember any issue of dispute or where I treated him differently compared to all Directors General with whom I worked
- (b) For me it was business-as-usual and nothing special in our relationship that would justify a grave concern necessitating that I account as to whether any of my action/s in that relationship could amount to a suspicion of contributing to State capture, committing or promoting corruption and fraud, as it appears to be now.
- (c) I indicated details of how I handled cases of DGs and all Members of the Senior Management Service in the background section of



this Statement, including those who would even go to the extent of challenging my leadership.

(d) That articulation gives an illustration of what to me constituted a normal working relationship.

(e) That is meant to cut across my relationship with all, including Mr Themba Maseko.

(f) The summary of some of the issues about my experience in working with Members of the Senior Management Service of the Department, including the DGs was based on the expectations we had from each other, eloquently defined in our respective designations, job profiles, performance targets and accountability relationships.

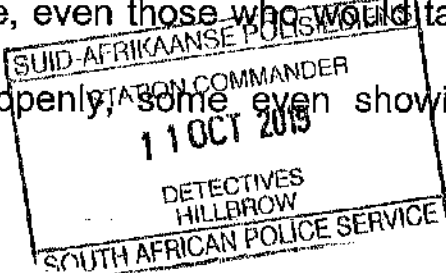
(g) In my capacity as the Executive Authority of the Department I knew the cut-off points and points of convergence between the responsibilities of a Minister and those of the Accounting Officer of the Department and at no stage did I encroach into the protected areas of the DG as the Accounting Officer of the Department.



(h) In fact, I worked also and at around the same time with the Director General of Palama, formerly South African Management Development Institute (SAMDI) and now School of Governance; the Director General of Government Employees Medical Scheme (GEMS); the Director General for the Public Service Commission; the Director General of the Centre for Public Service Innovation (CPSI); the Chief Executive Officer of the State Information Technology Agency (SITA) and the CEO of the Public Service Sector Education and Training Authority (PSSETA) of which I was their political principal at the time, and my relationship with all those were just as normal as general workplace normalcy ought to be understood, meaning that there could be different interpretations of issues from time to time, but we managed to handle them without organizational paralysis or alarmingly crying foul.

(i) There could be no special dispensation for Mr Maseko and I never treated him with any difference.

(j) Of course, there was space for senior officials, including DGs to sharply raise issues with me, even those who would take it to the extreme and criticize me openly, some even showing acts of

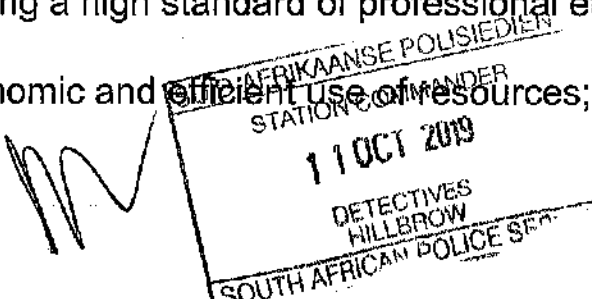


insubordination, as I recalled in details in the background section of my statement.

(k) All other Members of the Senior Management Service of the DPSA were assigned areas of responsibility and specialisation, such as Governance, Corporate Services, Labour Relations, Human Resource Management and Information Technology Management, and they all functioned according to their respective areas, all recognizing that the overall team leader of the time was the Executive Authority and that was me and it would happen at given times that I relate directly with anyone of them, given the material conditions prevalent at the time and without undermining the role of the DG concerned.

(l) I also never abdicated my responsibility to ensure that those officials whose responsibilities would be to provide support to the Executive Authority should in fact do so, for the realization of the strategic objectives of the Department in the realization of the basic values of the Public Administration, as enshrined in the Constitution, namely:

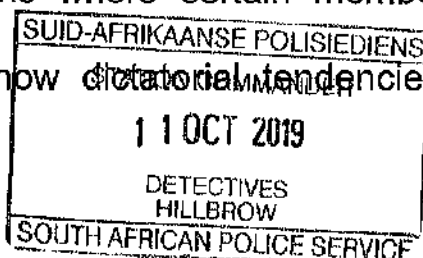
- Promoting and maintaining a high standard of professional ethics;
- Promoting efficient, economic and efficient use of resources;



- Ensuring a development-oriented public service;
- Providing services impartially, fairly and without bias;
- Responding to peoples' needs and encouraging the public to participate in policy-making;
- Ensure accountable public administration;
- Fostering transparency by providing the public with timely, accessible and accurate information;
- Cultivating good human resource management and career development practices to maximize human potential
- Ensuring public administration broadly representative of the South African people, with employment and personnel management practices based on ability, objectivity, fairness and the need to redress the imbalances of the past.

(m) I would come strong diplomatically in a measured tone and insist on doing things the way we had to go about as a team, respecting each other.

(n) I would intervene in situations where certain members of the senior management would show dictatorial tendencies towards their subordinates.







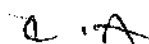
(o) I understand that Mr Maseko worked with us for a very short period of time and that possibly he left before we really bonded and possibly he left before he was fully accustomed to the intricate situation in DPSA, judging from the statement he made with the Commission that he was badly treated by me and possibly being the Statement that got the Commission to develop this question for me to answer.

(p) I also understand that he was probably still at a state of mind having to cope with the alleged difficult situation on his encounters in the previous location and the manner of his exit and possibly looking at everything through his imaginations that he was not welcome at the DPSA.

(q) To be honest I was so surprised to read about his version about our relationship, but that is water under the bridge and, perhaps I should not write a lot about this.

(r) He is entitled to his own conclusions about me and I consider that as normal.





(s) All what I can say is that for any observation that he may have made about our relationship and which he disliked, it was all in the course of duty and it is just that I sometimes feel strongly about certain things and would like to see them handled in a particular way and if, for the short period that we worked together, it was all disappointment on his part, it was not intended and there were no ulterior motives, and for me, I valued his leadership.


(t) I can imagine through recollection that the short period of time he was with us was during the wage negotiation period and much of my time was devoted to leading the collective bargaining processes that required my hands-on attention, having to manage the programme of the Mandating Committee of Ministers that I could not delegate, and also interacting with leaders of Trade Unions at federation level at a point where we had established a platform to try and avoid confrontation that lead to strikes.

(u) In this regard, I have to state that we did not have the luxury of time and would have been counter-productive for keeping a long chain of communications in labour relations and that, at the time, we were already at an advanced stage of dealing with established channels of engagements with 1800 churches feeding into our

SUPD APP (M) SR for  
STATION COMMANDER  
1 SEP 2015  
DETECTIVES  
HILLBROW  
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collective bargaining at a political level, due consideration taken of the sensitivities around this highly-regulated process of the Public Service Sector Collective Bargaining Council (PSSCBC).

- (v) At that stage, Mr Maseko was still new in the Department and we would have compromised the negotiations in a big and negative way, had we introduced a new practice to cater for rising expectations and, of course, there was a need for him to broadly customize himself with all line-function policy and established practices within the Department.
- (w) Maybe there was a need for more time to be devoted for each other and that I can assure anyone, would have delivered the best of ourselves to each other or prove the opposite, in whichever case I would have considered same as normal, given my relative experience in dealing with matters like this, as articulated in my background section of this Statement.
- (x) Unfortunately, his exit robbed us of an opportunity to do anything about perceptions.

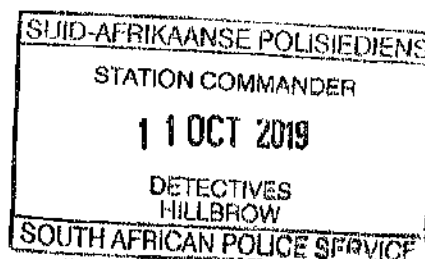
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**4.2.2: ADD PARAGRAPH 1.1 (f)****QUESTION**

PROVIDE THE COMMISSION WITH ALL INFORMATION YOU HAVE AND EVERYTHING YOU KNOW ABOUT THE TERMINATION OF Mr MASEKO'S APPOINTMENT AS DIRECTOR GENERAL OF DPSA

**ANSWER**

- (a) I am putting pieces of information together to establish the facts about the redetermination of Mr Maseko's contract and I am reading in his letter that there is reference to a meeting we held on the 10<sup>th</sup> June and 15<sup>th</sup> June 2011, about 8 years ago and it would appear that such is a meeting where his exit was discussed.



(b) I cannot explain how much I wish I could have access to all those records to be able to answer this question fully and to attach to this Statement for the Commission's convenience and ease of reference, and how much frustrated I feel that these records, available to all interested except me, are not accessible to me and yet I am expected to answer verbatim, this bringing to light why I included a Scenario analysis section in the Conclusion section of this Statement.

(c) I want to refer the Commission to a quotation from a letter written to me by Mr Maseko on the 15<sup>th</sup> July 2011 and a copy of which was given to me from the Investigators of the Commission, and he says: "I hereby confirm that I am indeed accepting the proposal for my contract to be re-determined with effect from 1 July 2011..... I have now had the opportunity to study the proposal made by Mr Rapea and hereby confirm that I accept paragraph 4.1 under 'Exit mechanisms'. I believe that this is a fair and reasonable way to exit the public service. I am grateful to you for making my exit to be as amicable as possible"

(d) The contents of this letter sound to be coming from a Mr Themba Maseko that I know, and not the one reflected in his concerns

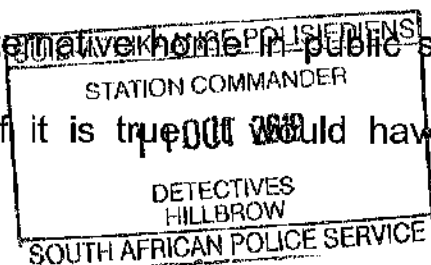


about our relationship, and these contents sound like communicating what has been the essence of my engagement with him right from the time I had to manage his exit from GCIS.

(e) I do not remember the details of our discussion that led to the conclusion bringing about a dispensation on the basis of which this letter was written, but of course, there could have been a valid reason explaining why this step was taken, obviously buried in the records of the meeting referred to in the letter or a submission which ought to be there in one file in one Office of the Department of Public Service and Administration.

(f) The recollection I am making is that Mr Maseko could have indicated that he wants to exit the Public Service and I may have treated this like a continuation of our discussion during his transfer to the DPSA, and what I alluded to that he indicated to me during that discussion that he would not stay long as he had plans outside.

(g) It could also have been that he did not like my style of leadership and so what was to be an alternative home in public service for him seemed eluding which, if it is true, it would have been a



manifestation of some of the things I am alluding to in the background section of this Statement about some officials challenging my leadership, although in his case it would have been a hasty conclusion.

- (h) It could have been that I came strongly on some of the issues, which is part of a character in me if I think I hold a valid point and that somebody uncompromisingly digs his/her heels unreasonably.
- (i) It could be that we lacked time to deal with whatever could have been the case and took a short cut, probably to justify a redetermination by managing his exit before the chapter of his transfer was finally out of memory, the likelihood of which was high, had I left the Department before his exit, as the new principal would have most probably dealt with it as a matter not connected with the transfer, with dire consequences for such an exit.
- (j) If taking a short cut was the case, and viewed against the background of the situation prior the transfer, the move was fair and that can only be done by a principal who would not like to see officials worse off even at the point of exit from service, for as long as a valid case exist.



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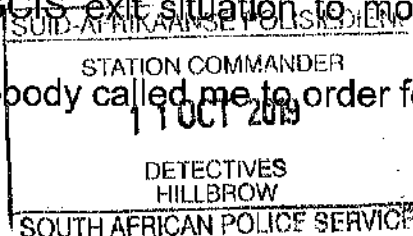


(k) After all, redetermination of the contract was the option we would have taken earlier if the transfer one did not materialize by the time he left the GCIS.

(l) In whatever could have led to the circumstances giving rise to Mr Maseko's exit from the DPSA and the public service, there will be none referring to me exposing the State to capture and/or committing or promoting corruption and fraud, as the decisions I was taking were based on objective facts and I was not acting on anyone's subjective instruction.

(m) I can also state with no doubt that in a strict narrow consideration of his decision to exit from DPSA, he did not qualify for a redetermination of a contract because it was his decision to do so and under normal circumstances, he should have resigned or declare a dispute that would have been handled accordingly.

(n) I considered the implication of him resigning and the consequences thereof, and I decided to treat the matter broadly and voluntarily revoked the GCIS exit situation to motivate for a redetermination and, luckily nobody called me to order for that.





(o) Although Mr Maseko has no space to accommodate and appreciate what I did, I do not regret to have facilitated his smooth exit which, by the way, even then I tried to encourage him to stay within DPSA.

(p) My conscious is clear!

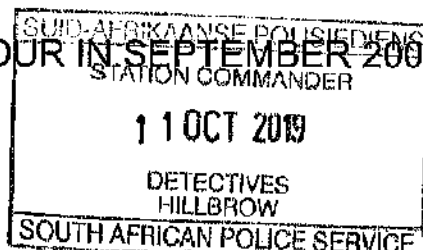
## 5. MY RESPONSE ON Mr MZWANELE MANYI

5.1 My response on the letter dated the 04<sup>th</sup> September are as follows:

### 5.1.1 ADD PARAGRAPH 1.1 (a)

#### QUESTION

PROVIDE ALL THE INFORMATION YOU HAVE AND EVERYTHING YOU KNOW ABOUT THE APPOINTMENT OF Mr MZWANELE MANYI AS DIRECTOR GENERAL OF LABOUR IN SEPTEMBER 2009



## ANSWER

- (a) I got to know about the appointment of Mr Manyi when I was called upon to support the Minister of Labour during that time, as he was negotiating a package with him, because he was an external candidate and was earning more than what we could offer in the public service.
- (b) I think he was coming from Tiger Brands.
- (c) I remember in our discussion that neither the Minister nor he could provide anything justifying me to make a determination for a special consideration to warrant a waiver from what we were offering, meaning that there was no above average competency detectable from him as a candidate and there was no special situation that needed a special skill in the Department of Labour at the time.
- (d) Mr Manyi accepted to be appointed at the applicable salary scale.



(e) I do not remember as to the stage at which the Minister was in the recruitment process at the time we had the discussing, I mean as to whether at the time the selection interview was done or it was before that.

(f) Thereafter he was appointed and this can be verified with the Ministry of Labour.

(g) I cannot provide as much details about Mr Manyi's appointment as I did with Mr Maseko because his Ministers of the time, respectively, can handle that, save to say that we worked together with the Minister in the preparation of the Cabinet memo up until the President signed the Presidential Minute.

#### 5.1.2: ADD PARAGRAPH 1.1 (b)

#### THE QUESTION

PROVIDE ALL THE INFORMATION YOU HAVE AND EVERYTHING YOU KNOW ABOUT THE DISMISSAL OF Mr MANYI FROM THE DEPARTMENT OF LABOUR



**ANSWER**

- (a) I recall only limited information about this matter, refreshed through a copy of a letter sent to me by the investigators of the State Capture Commission.
- (b) Working backwards, I can only imagine that a due dismissal process was done to arrive at a decision to dismiss and that the concurrence of Cabinet was sought and there was a President's Minute to that effect, because I do not think of any other procedure that could have led to the dismissal.
- (c) All this information I am giving is a stone thrown in the dark from me as there is really nothing I remember about details of this case, and that the Executive Authorities concerned should respond to this question.

**5.1.3: ADD PARAGRAPH 1.1 (c)**

## QUESTION

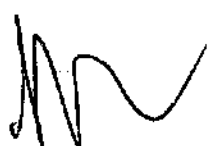
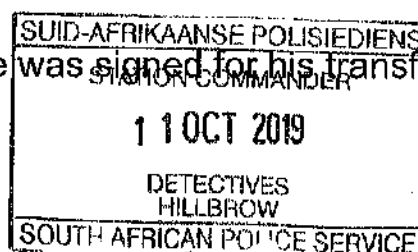
PROVIDE ALL THE INFORMATION YOU HAVE AND EVERYTHING YOU KNOW ABOUT THE TRANSFER OF Mr MANYI TO THE GOVERNMENT COMMUNICATION AND INFORMATION SERVICES

## ANSWER

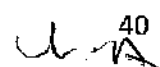
(a) Mr Manyi's transfer to the GCIS happened at the same time with Mr Maseko's transfer from the GCIS to the DPSA, and it was probably done as an effort to fill the space that became vacant with the transfer of Mr Maseko.

(b) The Ministers of Labour and of Performance Monitoring and Evaluation in the Presidency, respectively, concurred with the move after Mr Manyi declared his consent to the transfer, and thereafter the due process ensued.

(c) A Cabinet Memorandum was submitted seeking concurrence and, accordingly, the Cabinet Minute was signed for his transfer.

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## 6. MY RESPONSE TO A DIRECTIVE TO PROVIDE A PORTFOLIO OF EVIDENCE

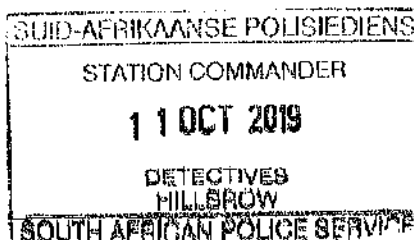
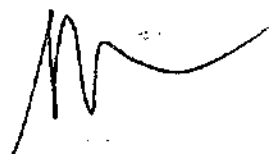
### 6.1.1 ADD PARAGRAPH

#### QUESTION

1. The Chairperson emphasized by further stating that "when you provide your account of the topics listed above, please ensure that you provide full details of any and all meetings, discussions, interactions or correspondence with other persons including, but not limited to, who they were with, when they occurred, who was present, and where applicable provide copies of any relevant documents.

#### ANSWER

- (a) I am not in a position to provide documentary proof of the meetings, discussions and interactions with other persons, including those I mentioned in names and in titles of their positions in this Statement, because it is almost ten years now



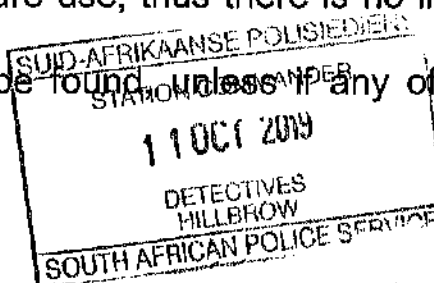
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since I left the Department and I have no access to such records.

(b) I am afraid that even in situations where I could find assistance to have access to such records from the Departments concerned, whoever would provide such an assistance would require authorization to do so, and I am also mindful of the fact that some, if not all, of such documents are confidential and/or classified.

(c) I am aware that the Departments mentioned in this Statement may provide any document to assist the Commission in its work to get to the bottom of the matters being investigated, if approached by the Commission, particularly such records as Cabinet Memoranda, Presidential Minutes, Cabinet Minutes, Letters of appointments, minutes of meetings and any other obtainable record at the Commission's interest.

(d) I am aware that I did not record my discussions, consultations and interactions with the Ministers mentioned in this Statement and also some discussions with Mr Maseko, because it did not arise that any such instances should be recorded and I was not collecting any dossier for future use, thus there is no likelihood that a record like that may be found unless any of those I



*[Handwritten signature]*



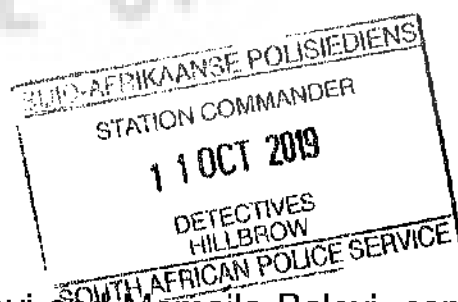
interacted with kept a record of some sort, though its admissibility as concrete evidence will have to be tested, if any.

(e) With a time lapse of almost ten years and a lot of things I did in the interval, a lot of details found space in the cracks of oblivion and I cannot remember who attended which meeting on which date to discuss what issue producing what detailed outcome with who else at what time, etc.

## 7. MY BACKGROUND

My response to questions raised to me by the Commission is drawn from my background as indicated hereafter in this Statement, and the extent to which I go in providing such answers is a factor of the picture painted as scenario analysis in the Conclusion section of this Statement.

### 7.1 PERSONAL



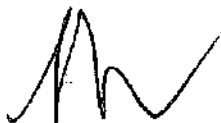
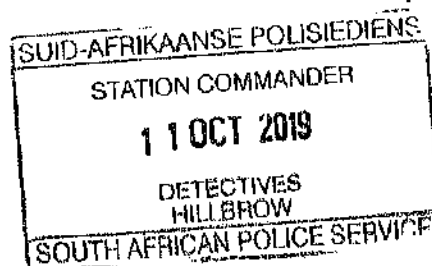
7.1.1 I, son of John Mantlanyi Baloyi and Mamaila Baloyi, came to life 5<sup>th</sup> (fifth) on Christmas Day in 1958, into a family of 16 (sixteen) {09 from

my mother and 07 from my junior mother, my father's second wife}, born and bred at the now-Shawela Village in the Mahumani Traditional Community, Greater Giyani Municipality, in Limpopo).

7.1.2 I started school at the age of 13 (thirteen) years in 1971.

7.1.3 I graduated from Primary School in 1975, passing my Standard Five (5 – now Grade 7) at Baleni Primary School at the said Village, proceeded and passed my Junior Secondary Studies (Form 3 – now Grade 10) in 1978 at Vuxeni Junior Secondary School (now High School) at Namakgale Township in Phalaborwa, and completed my Matric (now Grade 12) at Giyani High School at Giyani Township) in 1980.

7.1.4 After teaching for two years as an Unqualified Educator at Maphusha High School at the Shikhumba Village of the Mahumani Traditional Community in 1981 - 1982, I pursued my College Studies at Tompi Seleka College of Agriculture at Marble Hall in the Sekhukhune District of Limpopo in 1983 to


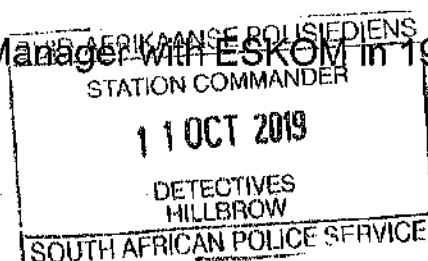
April 1984, reading for a Diploma in Agricultural Extension and Rural Development.

7.1.5 My studies got interrupted when I was expelled from the College, for my role as a Student Leader (President of the SRC, there called Top Seven Students).

7.1.6 I enrolled for a BA Degree in Politics and Administrative Sciences, majoring in Political Science and Public Administration, successfully graduating record-time in 1990 with the University of the North.

7.1.7 My tour of duty as a working adult South African is recorded as follows:

- (a) An Agriculture and Xitsonga Educator at Maphusha Secondary School in 1981 – 1982;
- (b) A Transport Administration Officer with the Giyani Department of Agriculture in 1984 – 1994;
- (c) A Community Development Officer with ESKOM in 1994 – 1995;
- (d) A Customer Service Manager with ESKOM in 1995 – 1997;
- (e) A Municipal Mayor (Part-time) for Greater Giyani Transitional Local Council in 1997 – 1999;
- (f) A Electrification Planning Manager with ESKOM in 1997 – 1999;

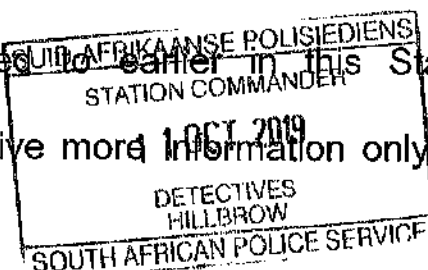


- (g) A Member of Parliament (National Assembly) in 1999 – 2013;
- (h) A Minister for Public Service and Administration in 2008 – 2011;
- (i) A Minister for Cooperative Governance and Traditional Affairs in 2011 – 2013;
- (j) A Diplomat representing South Africa as an Ambassador in the Republic of Congo – Brazzaville in 2014 – 2018;

7.1.8 It also suffices to mention that my adult work life was, and continue to be interspersed with a commitment to serve the public through active involvement in political and community activities, where I held several leadership positions in the African National Congress (ANC) and the South African National Civic Organization (SANCO) (of which I am currently a member of its National Executive Committee (NEC).

## 7.2 ABOUT MY KNOWLEDGE OF- AND ROLE IN PUBLIC SERVICE

7.2.1 Notwithstanding my broad background information as to the work experience alluded to earlier in this Statement, I decided that I should give more information only about my



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turn in the public service locally at Legislative and Executive levels in the National sphere of the State and externally as a Diplomat, singling out certain responsibilities to give meaning to the command of consciousness about what makes the practice of administration tick, and confine my personal contribution and take about how I got things to happen and needed to be done.

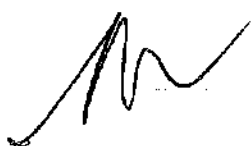
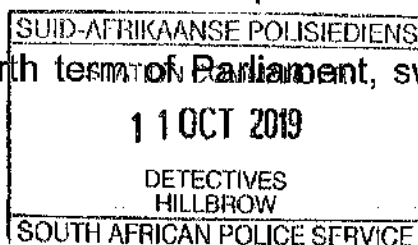
7.2.2 I saw it proper to do so because if I have to provide to the Commission all the information I have and everything I know in any aspect and capacity, be it as a Minister of any portfolio of Government, I would draw inferences with such knowledge and experience I gained throughout my tour of exposure in the practice of public management, administration, diplomacy and leadership.

7.2.3 My exposure, therefore, is as follows:

### 7.3 MY EXPERIENCE AT THE LEGISLATURE LEVEL

#### 7.3.1 RESPECT TO ORGANS OF STATE

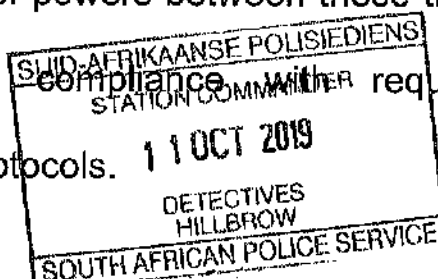
(a) I was a Member of Parliament of the Republic of South Africa during the 2<sup>nd</sup> up to the fourth term of Parliament, sworn in as a

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Member of the National Assembly for the 1<sup>st</sup> time in 1999, the second time in 2004 and the third time in 2009.

- (b) At all these opportunities I took an Oath of Office in terms of the Constitution, stating that "I swear that I will be faithful to the Republic of South Africa and will obey, respect and uphold the Constitution and all other law of the Republic; and I solemnly promise to perform my functions as a Member of the National Assembly to the best of my ability. So help me God".
- (c) I understood that being "faithful to the Republic" meant that I should be truthful to protect and defend the interests of the three Organs of the State of South Africa, first and foremost, i.e the Legislature, the Executive and the Judiciary.
- (d) It was also my understanding that defending and protecting the Organs of State implied doing so also to all the institutions and structures of the said Organs of State and providing unqualified support to those at the helm of such Organs, institutions or structures and those supporting them.
- (e) The connecting dot for a Member of Parliament in this regard has to do with internalizing the obligations to respect the notion and practice of the separation of powers between these three Organs, as well as to ensure compliance with requisite power convergence/interphase protocols.

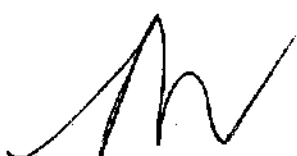
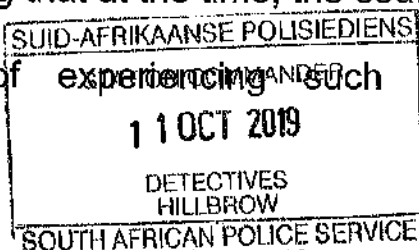




- (f) I served with that consciousness, to the best of my ability, and would make it a point that my corner of responsibility remained bright as a team player part of the whole establishment of the Legislative Organ of State.

### 7.3.2 SERVED WITH NO RESERVATION

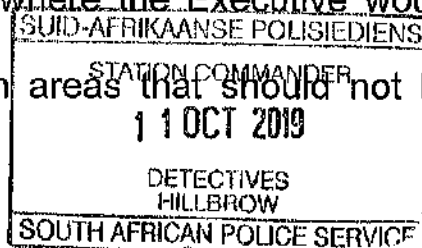
- (a) Protecting and defending the Republic against anything that would harm it, as well as promoting and safeguarding its interests would be done through efforts to responsibly legislate, make policies and judiciously advance those policy directives.
- (b) This was done by a collective of individual Members of Parliament drawing on their respective strengths.
- (c) I always availed myself to live up to the fulfillment of the Oath I took and to discharge my duties without reservations, including where I had to go extra miles, though at all such times leaving room for correction and continual self-renewal, peer-influence and organizational discipline.
- (d) It is worth considering that at the time, the country was still at her early years of experiencing such a democratic



dispensation and that there was little to inherit from those who were part of the intra-parliamentary politics from the old order.

- (e) From a practical point of view it sometimes looked like a walk in a thick jungle with sometimes complicated inhabitants, given that the notion and practice of the separation of powers had no historical legacy.
- (f) It is also a fact, the World-over, that the general temptation for encroachment of one Organ of State into the other's domain remains common.
- (g) One other experience for Parliamentarians of my time was to work in a situation where there had to be a rethink on the question of the supremacy of the Legislature/Parliament as a classical philosophical standpoint versus the notion of the Supremacy of the Constitution.
- (h) From time to time there would be mumblings when the Judiciary would pronounce on the unconstitutionality of a piece of legislation and direct the Legislature to review same, arguing that the latter was in fact legislating through the back door.
- (i) There would also be situations where the Executive would feel like there should be certain areas that should not be

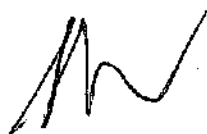
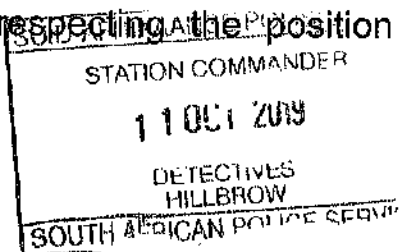



legislated and where the powers of Parliament should be curtailed, such as whether Parliament should effectively pass the Budget Bill or it should just flow like a formality of debate and the Executive just continue to implement the Budget.

- (j) I found it a very interesting and complex experience that could easily exhaust the spirit of the faint-hearted and send them crazy-searching for excuses to cry foul.

### 7.3.3 WORKED IN CONSONANCE

- (a) Notwithstanding, Parliament had to function and to do its work in terms of the provisions of the democratic dispensation and Parliamentarians had to soldier on.
- (b) I was part of the process and duty-called to contribute in ensuring that the voice of Parliament was heard and in a manner that it played its role in perfect alignment with the defined relationship with the other Organs of State.
- (c) One natural character is that I do not subscribe to the notion of grandstanding and egocentrism and as such would handle issues as they came and work in consonance with colleagues, respecting the position of my principals and

L. R. 51

adhering to the policy standpoint of my Government of the day.

- (d) In situations where I would be duty bound to make a contribution to insist on the right things to be done and the right decision to be taken whenever divergence would rear its ugly head, I would not "pass the buck" and I would not hold back my views irrespective of the temptation.
- (e) I would also not "build my nest through the feathers of others" or take advantage of a colleagues' limitations.
- (f) I knew that I was not a Member of Parliament on my own and for my sake, but that I was a representative in a Proportional Representation electoral democracy and would make a perfect alignment of my representative obligations with the dictate of the Oath I took.

#### 7.3.4 PARTY PARLIAMENTARY ORGAN LEADERSHIP ROLE

- (a) I served in a number of Whippy positions, such as on Constituency work, discipline transformation of Parliament



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and participated at all instances that my involvement would be required.

- (b) In so doing I contributed in strengthening the hand of Parliament because in a Democracy with a proper notion and practice of the separation of powers between Organs of State, there is a compelling obligation for each Organ to pull its weight so that no other Organ should take advantage of any slackness or a perception thereof to encroach into its realm.
- (c) I had to strengthen the contribution of the Parliamentary Caucus of the ruling party, the African National Congress.

### 7.3.5 OVERSIGHT WITH A CONSCIOUS

- (a) My exposure as a Member of Parliament enjoined me to come to terms with policy and other regulatory instruments involved in the interphase between the Executive Organ of the State and the Legislative one, as well as the role and responsibilities of the structures in the Executive Organ and



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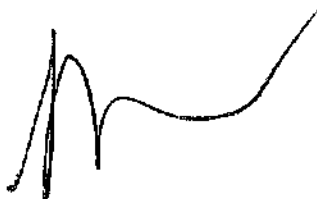
the three spheres of Government, i.e Local, Provincial and National Government spheres.

- (b) This had to be so because Parliament has an oversight function over the Executive and in the manner that for such to happen, Parliamentarians ought to be equal to the tasks and fully understand what the Executive Organ's powers and functions, as well as associated limitations, are.
- (c) It is therefore required that Parliamentarians should know that the Constitution prescribes that the President is a Head of State and Head of the Executive, with the Executive Authority of the Republic vested in him/her.
- (d) The President appoints Ministers and assigns each one of them powers and functions.
- (e) He/She coordinates the functioning of Government Departments and Administration and chairs Cabinet, the highest body in the Executive.
- (f) It is also provided that Ministers are Executive Authorities of their respective Departments.
- (g) The overall responsibility of the Executive Authority to initiate and implement the policies of the Government of the day is thus the mandate given to the Executive, with the



implementation led by the Ministers at a micro-level and by the President at a macro level.

- (h) It is an implied course in the accountability regime therefore that, under normal circumstances, Ministers' first line of accountability is with the Head of the National Executive, the coordinator of State Departments and the Executive Authority of the Republic of South Africa, i.e the President.
- (i) Of course it should be expected that issues could arise in relations management but the rule remains under normal circumstances, which was a dispensation generally obtaining for my duration as a Member of Parliament.
- (j) Parliament's role in holding the Executive accountable recognized the power relations as indicated above, calling on Ministers to account for activities of their respective Departments through debates in Parliament, and the President also having to appear at given times to do so within the confines of his Executive Authority.
- (k) As a Member, I generally participated as and when it emerged that I should raise issues.



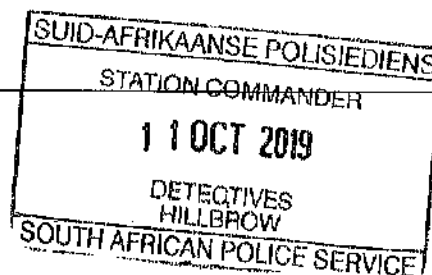
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11 OCT 2019	
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HILLBROW	55
SOUTH AFRICAN POLICE SERVICE	



### 7.3.6 PARLIAMENT COMMITTEES

(a) I served in several Committees of Parliament at different levels, as indicated in the table below, and would from time to time raise issues as part of the collective, calling on Ministers to account as well as leaders of other organs of the democratic government in their line-function focus.

COMMITTEE	LEVEL OF PARTICIPATION
Portfolio Committee on Public Service and Administration	Member, Whip, Chairperson
Portfolio Committee on Minerals and Energy	Member
National Assembly Rules Committee	Member
Joint Rules Committee	Member
Joint Committee on Ethics and Members' Interests	Member

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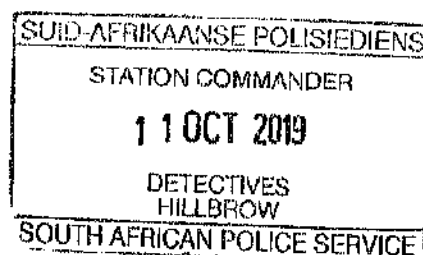


Ad hoc Committee on one Public Protector's Report	Whip
Reference Group on the remunerative packages of Members of Parliament and other organs of State	Participant
The Ad hoc Committee on the African Peer Review Mechanism	Chapter Leader on Governance

(b) As indicated in the table above, the Committee of Parliament in which I served the most was the one on Public Service and Administration, which opportunity gave me further experience in dealing with the practical side of the functions.

(c) I served in this Committee from the beginning of my time as a Member of Parliament.

(d) It was a choice I made as one of the options, noting my studies in this field at University level, as well as having had several exposures in matters that had to do with related activities.

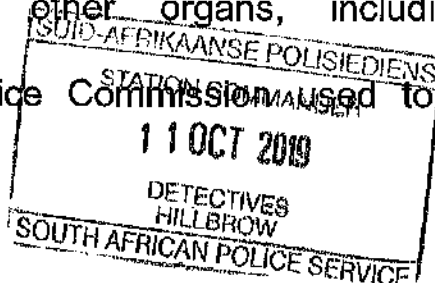




### 7.3.7 FOCUS ON REGULATORY INSTRUMENTS

(a) I managed the process to implement applicable legislation and policies as an enabling mechanism of a Constitutional instruction that the Public Administration of the Republic of South Africa should embrace the values as enshrined in Section 195 of the Constitution, putting people first in that regard and the successful realization of which values and policy directives should be by a Public Service duly established and ready to loyally execute the lawful policies of the government of the day, as prescribed in Section 197, and of course, all under the watchful monitoring by the Constitution's Section 196-created Public Service Commission (PSC).

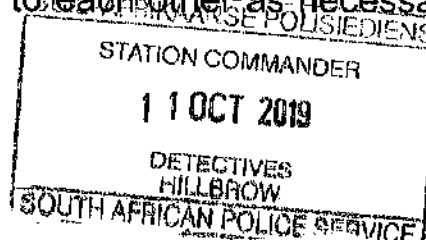
(b) As Chairperson of the Portfolio Committee on Public Service and Administration, my role entailed coordinating the oversight responsibility of the Committee over the activities of the Department of Public Service and Administration and all other organs of State whose primary responsibilities would be the promotion of the values of administration enshrined in the Constitution.

(c) The Department and other organs, including the independent Public Service Commission, used to appear



before the Portfolio Committee and deal with those robust questions that would seek to respond to issues of governance at the behest of Parliament.

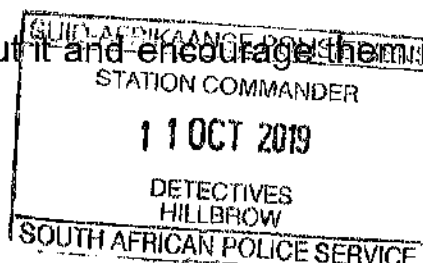
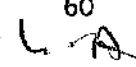
- (d) The relationship was always professional; meaning that different role players had to understand that we could only be complementary to each other if we knew the extent of our respective functions and powers and always deliver according to expectations, lest remedial actions would be caused to bear.
- (e) I remember under my watch representatives of the Department and other organs sent back to the drawing board and directed to reappear before the Committee at a later stage with more profound representations on issues at hand.
- (f) It would happen and no hassle about it, even in situations where there could be face-value deep-rooted differences about respective standpoints.
- (g) We would always rise above such differences and look at a bigger picture around which we would shape a way forward, reminding each other of the inherent functions and powers of the institutions we represented and how we should forge a common understanding, even if to refer to each other as necessary evils in



a State with a profound separation of powers as a cornerstone of our democratic dispensation.

### 7.3.8 TEAMWORK

- (a) There would be situations where the officials of the Department and other organs would have different takes on different issues and often times approach the Chairperson of the Portfolio Committee for intervention, some with uncompromising hardline positions even against standpoints held by their principals.
- (b) I would respect their views and always sought to juxtapose those views against the positions of their opponents and seek for a common point around which to bring them together, for I knew that success was more possible in group effort than stalemates.
- (c) The interesting point I am making here is that in dealing with professional relationships there is bound to be instances where people see things differently.
- (d) The mantle of astuteness in this regard and a s leader is in trying to understand why one differs with the standpoints of others and feel so strongly about it and encourage them to resolve

their differences and let them not pull rank or cry victim without due engagement.

## 7.4 MY EXPERIENCE AT THE NATIONAL EXECUTIVE

### 7.4.1 MINISTER FOR PUBLIC SERVICE AND ADMINISTRATION

(a) I was appointed as a Minister for Public Service and Administration around September 2008, the period after the exit of the second President of the Democratic Republic of South Africa and the resignation of several Ministers and Deputy Ministers.

(b) That was just before the 2009 elections.

(c) After the said elections, I was again appointed to the same Portfolio of Public Service and Administration as a Minister.

(d) At both such appointments I took an Oath and said "I swear that I will be faithful to the Republic of South Africa and will obey, respect and uphold the Constitution and all other law of the Republic and I undertake to hold my



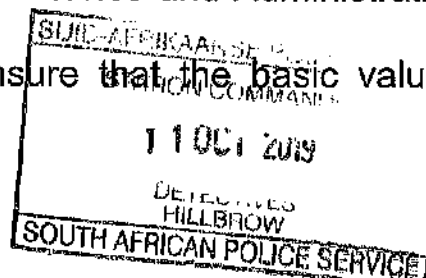
office as Minister with honor and dignity; to be a true and faithful counsellor; not to divulge directly and indirectly any secret matter entrusted to me; and to perform the functions of my office conscientiously and to the best of my ability. So help me God".

#### 7.4.2 EXECUTIVE AUTHORITY OF DPSA

(a) I understood that the appointment as a Minister meant that, although I was still a Member of Parliament, I had assumed a responsibility as a Member of the National Executive, at the invitation by the respective Executive Authorities of the Republic of South Africa at the times, to be part of the collective.

(b) I understood that it meant that I assumed the position with distinct line-functions assigned to me as per the specific Portfolio establishment gazette.

(c) I understood that I had become the Executive Authority of the Department of Public Service and Administration and accordingly meant to ensure that the basic values and



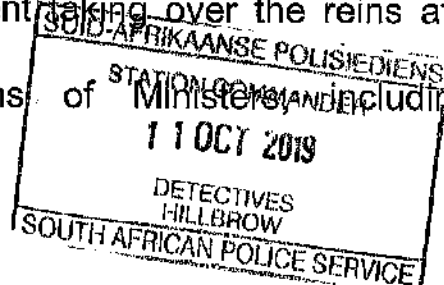


principles of our public administration had to be promoted, that the Public Service Commission must be supported to perform its functions as a watch-dog body for our value-laden administration and that the career incidents of the public service must be well guided through policies, regulations and directives and that sound labour relations should be maintained through collective bargaining.

- (d) The position imposed a responsibility to manage the Department to be in a position to deliver its mandate by ensuring that it is organizationally well-structured and functionally well-coordinated.
- (e) Because I was coming from the Portfolio Committee on Public Service and Administration that had the oversight responsibility over the same Department, I came with a fair understanding of the situation and would then find my fit in the bigger picture of the establishment.

#### 7.4.3 MANAGING IN A TRANSITION

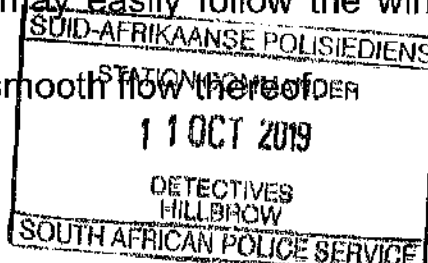
- (a) It was a difficult moment taking over the reins after the advent of resignations of Ministers, including my



predecessor and also coming into the picture few months before the national elections that was to bring about a new dispensation of leadership of the administration.

- (b) It was like managing a transition, but doing so in an environment business-as-usual with full accountability to Parliament as an individual and collectively as the government leadership of the time.
- (c) There was a reaction to the shock of resignations which affected everybody and that could not spare the public servants in the Department.
- (d) In a normal situation when such happens, people react in a manner either embracing or rejecting the developments and they use that to adopt attitudes to in-coming leadership, either to support, undermine or defy them.
- (e) I also understood that in any situation, there would also be officials who believe too much in themselves, are so confident and complacent with dispensations and would be so suspicious about a change of leaders
- (f) I also understood that there would be those officials who are so unpredictable and may easily follow the winds of change or try to block the smooth flow thereof



- (g) All these tendencies are prone of entrenching themselves throughout terms of assignments/employment and have the ability to mutate into different forms, thus characterizing the work environment as perfectly dynamic.
- (h) Even some of those officials that get appointed by leaders on accumulated merits observed through the recruitment process of interviews or as headhunted more often than not follow the same trend and get absorbed in the complex web of work-place relationship 'normalcy'.
- (i) The test of leadership is thus defined around the ability to manage and lead in this complex environment, and that has always been my desire to internalize.

#### 7.4.4 TRANSFORMATION MANAGEMENT

- (a) I was not naïve about the reality of change and general work-place dynamics and would thus not expect anything to the contrary, and I was ready to treat such as a normal situation.



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11 OCT 2019
DETECTIVES HILLBROW
SOUTH AFRICAN POLICE SERVICE

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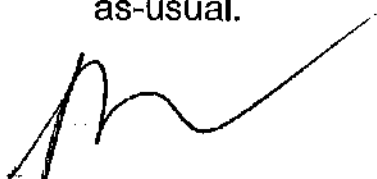
- (b) This was so because of the experience I had in dealing with different manifestations in leading people and in being led by other principals before.
- (c) I understood that some could argue that the type of change that took place in South Africa at the time was unprecedented and developed a somewhat passive resistance among civil servants with long-term effects and had the potential to negatively affect the entire Fourth Administration and possibly leap into the Fifth one and beyond.
- (d) Others would even say that such a move would be recorded in the history of Democratic South Africa as a major turning point that could swallow the very wildly celebrated post-apartheid dispensation.
- (e) My take, however, was that whilst the assertion could be true, such a change was not beyond imaginations.
- (f) Indeed some of those negative tendencies confronted me in my position as a Minister for Public Service and Administration, manifesting in different ways and at all such times I treated those as normal, confronted them and found solutions on a case-by-case that ultimately kept us going without elevating those tendencies into



insurmountable problems warranting a review ten years or more down the line.

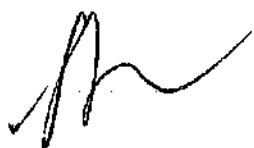
- (g) I recall that at one of the Strategic Planning Sessions a member of the Senior Management Service (SMS) of the Department charged at me and the Director General (DG) of the time, who was chairing the session, making a baseless accusation that we knew nothing about our work and in a manner that left the said DG and other members of the SMS worried about such utterances.
- (h) Noting the changing mood that was threatening to undermine the business of the Strategic Planning Session because of that manner of participation, I intervened and thanked that official who was accusing us for so sharply raising such observations about our perceived level of understanding and I encouraged participants to respect such a view and to take that on a positive note as a suggestion that we were duty-bound to all rise to a point of using the work-place as a platform to correct each other and learn from one another without stressing on differences.
- (i) The situation calmed down and we continued business-

as-usual.



SUID-AFRIKAANSE POLISIEDIENS
STATION COMMANDER
11 OCT 2019
DETECTIVES HILLBROW
SOUTH AFRICAN POLICE SERVICE

- (j) For me it was a normal situation and work came first.
- (k) I recall a situation where one of the associated organs of government attached to the Department, the State Information Technology Agency (SITA) was almost dysfunctional because of infighting and divisions that had been going on for sometimes before I became the Minister in charge.
- (l) The divisions existed even by the time I was the Chairperson of the Portfolio Committee on Public Service and Administration and feuding officials used to approach me and the Portfolio Committee for a solution.
- (m) As a Minister I introduced a Turn-around Strategy for the entity, working with the various groupings and encouraging them to pool their wisdom and agility around finding a lasting solution.
- (n) The Board of SITA was also a player in the game and we worked together through the whole SITA transformation programme.
- (o) It was not a small matter but I soldiered on, guided by my resolve to look at a bigger picture and deal with issues in a solution-oriented manner than dig our heels on personal issues and differences.




- (p) One of the highlights in this case was that at the point that I was to become the Minister, there was a recommendation from the SITA Board that a certain candidate be appointed as the Chief Executive Officer, and there was a view that such a move would introduce a new dispensation and be a solution to the ongoing challenges that were there.
- (q) After I became a Minister, and well informed from different angles in the broader Public Service picture, I decided against making such an appointment as I thought I did not have time to apply my mind fully on the recommendations as to whether it was not going to further fuel tensions in the Agency, and I preferred that the selection of the new CEO be done as part of the Turn-Around Strategy implementation.
- (r) I recall having identified a need to strengthen the functioning of the Department through swapping two Deputy Directors General of the Department in an internal managed horizontal cross-transfer.
- (s) The driving point was that I had identified their respective strengths and pondered how each would contribute in



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STATION COMMANDER
11 OCT 2019
DETECTIVES HILLBROW
SOUTH AFRICAN POLICE SERVICE



their new assignments, all with the intention to bolster our operations.

- (t) As the Public Service Act dictated, I approached the two officials, but one refused.
- (u) I engaged the said official, canvassing my views as to how I thought such would be in the best interest of the public.
- (v) I do not remember whether such a cross-transfer was finally effected and, if so, whether such was done with all officials' consent or it was based on the transfer being at the best interest of the public and thus a necessity, either of which would have been a valid sanction.
- (w) I must state that it was not a simple matter, and a lot had to be done to manage the situation.

#### 7.4.5 MY LEADERSHIP STYLE CONTESTED

- (a) I recall situations where issues would be raised for my hands-on attitude towards work and for developing intimate taste to quality of work that any serious principal



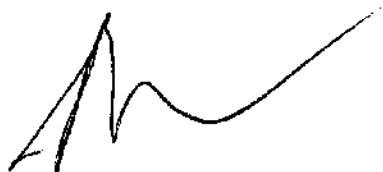
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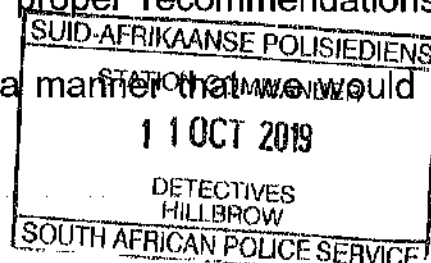
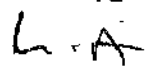
would like to do, particularly with political advisers, researchers, speech writers, members of the Senior Management Service and officials whose functional scope would place a responsibility to generate submissions that would require my final attention, to approve or not approve.

- (b) Experience about the latter situation is where an official would generate a submission, arguing for a particular decision to be taken on the matter that he/she would provide the detailed background and send that through established processing channels, with recommendations and selected portion where the Minister would sign.
- (c) The common expectation would be that when such a submission reaches the desk of the Minister, having gone through a number of officials in the processing chain, the said Minister would simply sign in the spaces provided, having only glanced the submission through selected reading only.
- (d) I would instead peruse the whole submission, sentence to sentence, and quite often I would pick up some issues with some of those submissions that did not connect well



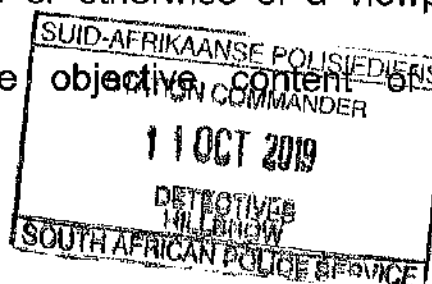

with the recommendations and the type of action I should sanction with my signature.

- (e) I would draw the attention of such an official or the last one who would have signed the submission before me.
- (f) That caused embarrassment to some officials, as they would view that as a negative reflection on their alertness or grasp of the flow in written communication or generate a feeling that they were deliberately setting me up to sanction wrong things through my hand.
- (g) I would be accused of causing unnecessary delays on semantics, on first reaction, but that changed as I indicated the impact of the misalignment caused either by the omissions or incorrect insertions in several submissions.
- (h) I made that an issue for discussion at management meetings, drawing their attention to the significance of giving due attention to written submissions and together we found a solution that the submissions should be written as short as possible, straight to the point and simple language used with no jargon, so that we help each other to support proper recommendations through our signatures and in a manner that we would be proud

reading the texts later or when our attention would be drawn to such.

- (i) I would at times also be accused of second-guessing officials, a perception that I would predict an official's intentions from a position of relative ignorance and yet pull rank to enforce my stance, risking possible negative impact of the moves I was authorizing.
- (j) That mostly happened in situations where some officials would be daring on their resolve to disagree with the position or a line of thinking I would introduce different to theirs, some arguing on what they considered as their command of superior knowledge or the fact that they were in the Public Service long before me.
- (k) I was not impatient with such officials although I would come strongly on my points at times, having always thoroughly considered same before introducing them and at times having been exposed to the limitations of their line of thinking.
- (l) I would walk an extra mile, however, give such officials space to engage me, premising our engagements on the notion that the correctness or otherwise of a viewpoint should be based on the objective content of the



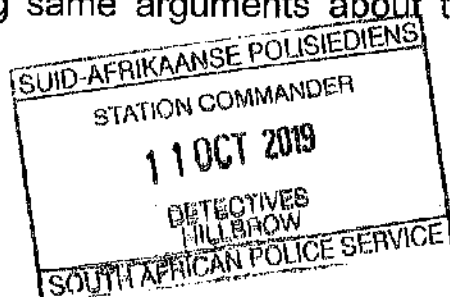
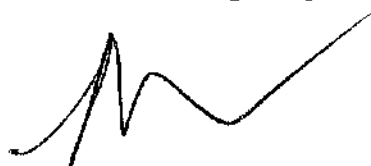
standpoints themselves and not narrowly on time-driven subjective experience or rank.

- (m) Where those engagements would point to limitations on my side, I would admit, change my thinking and adopt theirs, and would always request them to do the same in situations where my thinking would be found sustainable.
- (n) There would be those who would respond positively to such engagements and we got along as a team and tackled the issues before us at the time.
- (o) There would be those who would dig their heels and be uncompromising on their stance.
- (p) I would engage them to a point of sufficient consensus where we would agree to disagree on the fundamentals of our standpoints and find no issue to be detrimental in the implementation of my thinking, or theirs if they enjoy a benefit of doubt.
- (q) There were issues raised from time to time by some officials in the field of advisory, research, speechwriting and representations to Parliament's Portfolio Committee on Public Service and Administration.
- (r) Contrary to somewhat archaic conventional wisdom around advisory services suggesting that the advisors are



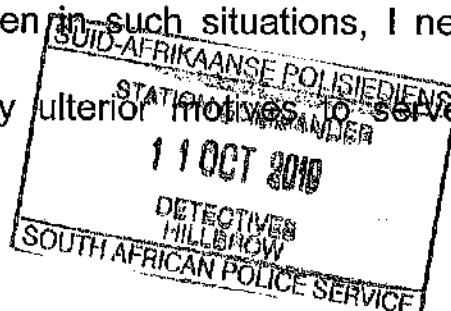

there as spoon-feeders of facts and positions, and that they always give correct versions about things and that they will always cater for the advised completely, requiring the advised to make no effort at all and for the advised to accept the advised facts and positions at face value; my experience was that of receiving advise as support intervention on the things that I was consciously and thoroughly engaged on.

- (s) The advisors would thus be there to enrich my thinking and the objective position of the Department as a representative organ of the Public Service of the Administration of the Government of the day.
- (t) In reality there would be those who would raise issues on my angle of doing things, arguing that I was not taking their views and thus generating a sense that they were not gainfully employed.
- (u) There would be those who viewed my stance as mutually beneficial, nonetheless.
- (v) Similar positions would be held by some speechwriters in response to me correcting their speeches almost to a point of re-writing, making same arguments about them not being fully utilized.





- (w) On engagements, we developed an approach where we would sit and discuss what would be in the speech, including quotations to be made, after which I would use those facts to develop the speech myself.
- (x) I admit that this might not be encouraging to go about doing things and my experience is that there was one speechwriter who seriously threatened me with resignation for failure to change my approach, but the truth is that I believed more in my style of writing a speech and would flow nicely delivering such a speech than just read another person's writing, and at the end we found each other.
- (y) It may appear in light of the expositions in this section that I managed to deal with all issues of differences with officials and that there were no instances where we would differ so irreconcilably that someone's voice had to prevail nevertheless.
- (z) This is not the issue because such situations would arise and we had to act in a particular way, with final instructions having to be taken.
- (aa) The reality is that even in such situations, I never took decisions informed by ulterior motives to serve private



interests and/or to undermine the interests of the State or cause same to be undermined.

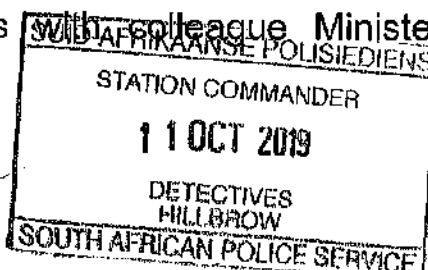
(bb) Whenever my word prevailed, it was for best serving public interests and not at the expense of the State.

(cc) It was just that any team has a leader whose voice should prevail after all else is done, and the voice happened to be mine at the time in question.

#### 7.4.6 MANAGING WAGE NEGOTIATIONS

(a) It was also in the functions' package of the position of Minister for Public Service and Administration to be the Chairperson of the Mandating Committee, a structure of Ministers dealing with issues related to the determinations and adjustments of the salaries of public servants and with the responsibility to provide a mandate for the Government's angle of negotiations in the collective bargaining processes.

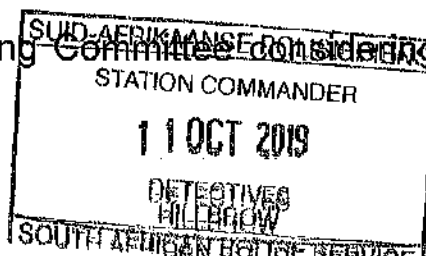
(b) This was also one area where there would be sharp and robust engagements with colleague Ministers, as my



responsibility would always be to lead negotiations for dealing with a difficult matter of drawing a balance between what the Government would afford and what organized labour would demand through the bargaining processes.

- (c) Organized labour would always demand higher increases and colleagues in the Mandating Committee always being mindful about budget constraints.
- (d) What made it more difficult was the misalignment of the budget process with the collective bargaining cycle, in that the increment quantum would be determined as part of the budgeting process and before the negotiations begin, thus imposing a reality that a Government negotiator would always get into the negotiation chambers already armed with a predetermined dispensation.
- (e) On the other hand, labour negotiators would always start where the workers had determined a balloted position with demands put forward, already rejecting the budgeted figures as per the determined budget.
- (f) The whole process would thus start on a negative footing.
- (g) There would always be difficult sessions more especially with the Mandating Committee considering proposals for

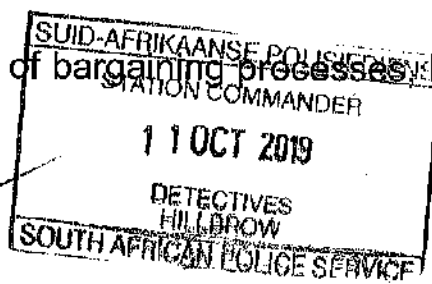


moves upward to meet the demands from labour, the arguments always being constraints due to the financial situation, whereas labour would always stress about the burdensome cost-of-living as a factor determining their demands and they always sharpened their weapon of influence, i.e strike action.

(h) Government as an employer also had weapons to use in case of intransigence by the unions.

(i) The obligatory responsibility of the Minister for Public Service and Administration in situations like those was to try and manage the gap so that the different stances between labour and Government do not reach catastrophic levels.

(j) Considering that it was decisions taken at meetings of the Mandating Committee and Union Federation houses that would tell as to whether the country would be facing confrontations between the Government as the employer and organized labour or not, with sometimes far-reaching implications including the collapse of essential services like health and education, a lot of work had to be done to ensure that less-risky decisions are taken in the management of bargaining processes, both on the side of



members of the Mandating Committee and the top leadership of the Trade Union federations.

- (k) I introduced a practice where key officials of two central Departments in the bargaining process, i.e the DPSA and the Department of Finance were organized into a team supporting the Minister for Public Service and Administration with the crunching of numbers to inform decision-making by the Mandating Committee.
- (l) On the DPSA side the lead official would be the Deputy Director General assigned with such responsibilities, assisted by the Government Chief Negotiator.
- (m) They would then give the necessary advice on the basis of which I would make representations to the Mandating Committee, alongside my assessment of the socio-political landscape.
- (n) This needed so concentrated a process that, at all times, my close hands-on attention was a necessity.
- (o) On the other hand, I negotiated with the leadership of the union federations to establish a structure we referred to as the Political Committee, where we would discuss issues related to questions that would arise at the negotiating

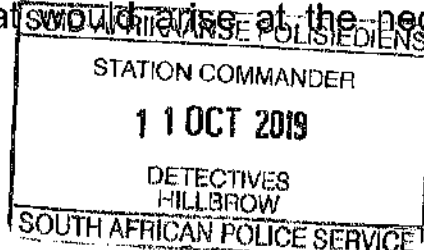
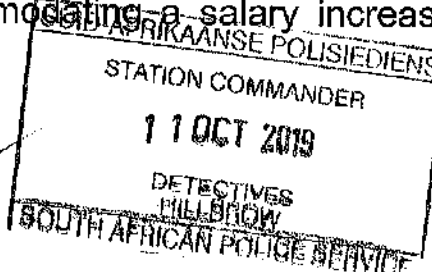



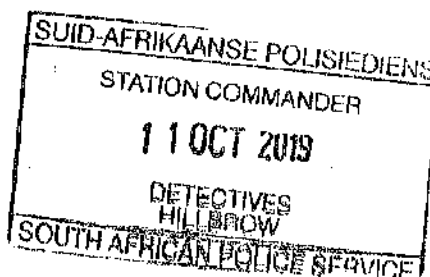
table and try to establish principles of engagements when the negotiators finally engage on those issues.

- (p) Given that these federations were ideologically and/or politically affiliated, they had to be consulted separately and such consultations had to be done confidentially, lest the collective bargaining processes get compromised.
- (q) This assisted a lot to narrow the gap before actual negotiations would take place so that such would be less antagonistic, and also during the actual negotiations and at appropriate timing.
- (r) It was at this forum where we took a decision to implement the long-time-introduced multi-term negotiations and a mechanism to align the negotiation cycle with the Government budget programme.
- (s) This structure operated more like a Caucus platform and also dealt with issues whenever there was a breakdown in actual negotiations and, quite often, we managed to bring the process back on track.
- (t) I remember during one negotiation season, I think the first one of my turn as a Minister, where we discussed issues around accommodating a salary increase based on the



principle of catch-up for a reportedly lost bargaining period before, because of circumstances beyond control.

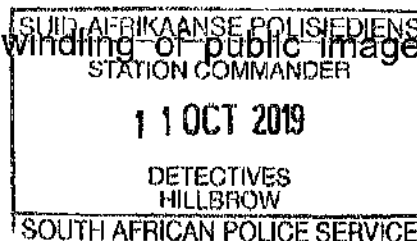
- (u) The issue was thoroughly addressed at the Political Committee level and taken forward at the negotiations platform.
- (v) Before the Government Negotiator took the matter forward to the negotiating chambers, the principle position was canvassed with the Mandating Committee and the special team of DPSA and Finance officials I referred to earlier was taken on board to add its voice on the matter.
- (w) A final negotiating dispensation was thus crafted and the Chief Negotiator took the matter forward, resulting in the amicable conclusion of the negotiations, thus we had stability and no strike action that year.
- (x) However, there were issues raised with the carry-through effect of the increment quantum on the outer years of the negotiating calendar, in that a school of thought emerged to argue that whereas the negotiated dispensation was fine for the first year, it carried with it a burdensome picture on the years going forward, a point that did not arise during the in-house business efforts of the DPSA





and Finance officials, and it came to light after the final negotiated agreement was signed.

- (y) We were left with a position having to decide either to claw back and renegotiate or find a cushion with the outer year negotiations, and we opted for the latter, canvassing for the introduction of the multi-term negotiated position.
- (z) It was not a simple decision to take, but it was the best comparing with what would have happened if the claw back option was the decided case.
- (aa) It suffices to reflect on the merits of the negotiated position as well, and truth be told, labour would have pushed for the negotiated dispensation anyway, given the reasoning considered and which led to the conclusion arrived at.
- (bb) The country would have been plunged into a serious predicament with a stand-off between organized labour and Government as an employer.
- (cc) It happened that such deadlocks took place from time to time; with serious consequences including loss of human lives and untold amount of destruction of properties, injuries and the dwindling of public image but it would

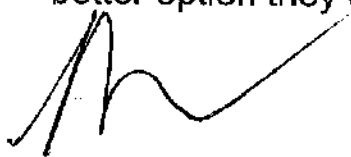
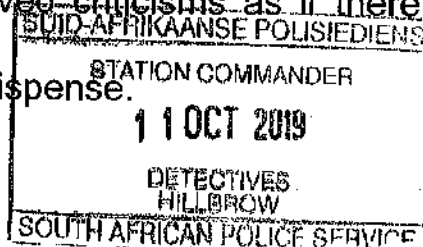



have been more haunting if such happened under conditions that could have been avoided.

(dd) It was always heartbreaking to see the public defenseless and exposed to more often violent labour action by employees of the Government that also has a responsibility to protect such people, and it is for that reason that some of us believed in making an effort to conclude negotiations fully exhausting all avenues than creating excuses for actions to erupt.

(ee) It was always my determination that when we say a position is a final offer for negotiation from the Government, it ought to be indeed a final offer, and not to take that position when we know that we still have a window of opportunity to resolve the deadlock, as if we use that as a bait testing unions' ability to mobilize for a strike action, only to move after they acted and caused all manner of suffering to innocent citizens.

(ff) As sometimes people contest positions for egoistic considerations or for any reason as long as what is done was not done by them, whether justified or not, the negotiated position received criticisms as if there was a better option they could dispense.

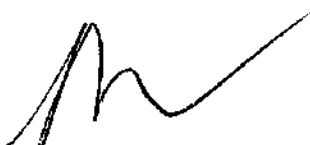
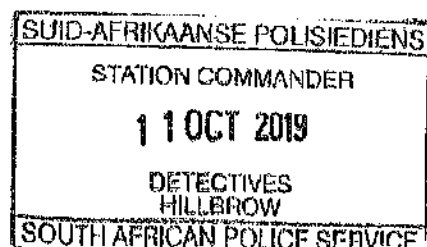


#### 7.4.7 IMPROVING CONDITIONS OF SERVICE

(a) The position of Minister for Public Service and Administration carries with it the responsibility to make efforts for performance enhancement of the Public Service through betterment of conditions of service and alignment of career incidents.

(b) It is therefore the responsibility of such a Minister to identify possible bottlenecks, if any, and make recommendations that such be removed, as well as to initiate new improvements.

(c) I made one observation after in my position as a Minister that whereas the Public Service Act prescribes that the Directors General in the Public Service should be appointed for a period of not less than five years, renewable for not less than five years at a time, there was a Cabinet decision that they be appointed for a period of three years, renewable.

(d) I noted that, although this was not illegal and that it was obviously the case after certain observations, possibly the high turn-over rate of such officials, I thought we could do better with the dispensation as expressly contained in the Act.

(e) I thought three years was not enough for a Head of Department to release his/her best in leading a Department.

(f) I motivated to Cabinet that the practice be changed and it was accepted that we handle appointments for five years, renewable for five years at a time.

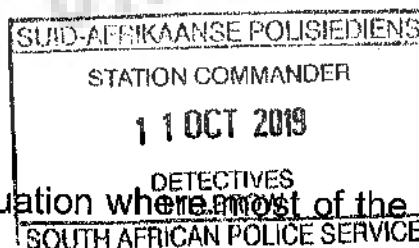
(g) For me it just did not make sense that we can allow a situation where such officials could be given a shorter term in Office when there is so much expected from them.



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#### 7.4.8 DEALING WITH A HIGH RATE OF DGs' EXIT FROM THE PUBLIC SERVICE

- (a) I was more concerned about what I considered as lack of stability in the Public Service due to the short term of Office of the most senior Administrative officials of State Departments and I wanted to manage that situation or contribute in doing so in a manner that such should be minimized.
- (b) I thought DGs needed enough time to learn the ropes, build a relationship with the entire Department, associated stakeholders and broader civil society.
- (c) In fact I thought that the short-term employment scenario of the time would in no time compromise the Public Service's ability to attract the best from the pool of would-be-competent candidates, as people would rather look for more stable opportunities elsewhere and we thus had to contend with what remains in the market.
- (d) I could imagine a frustrating situation where most of the time of a DG's first year in Office would be devoted to him/her customizing to the new work environment, well established in



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the second year but beginning to look for an alternative employment during the early months of the third year, for in case the contract would not be renewed.

(e) I remember taking the issue up with one Minister who was there since the dawn of the new dispensation and he said that during the time of three years' term there were fewer cases of redetermination of contracts compared to the time that the term was revised to five years, meaning that there was a common trend for DGs exiting the Public Service and that was a reason for the shortening of the term.

(f) In search of what contributed to high exit rate of DGs, either as a reason why Cabinet could have decided to shorten the period and manage it based on the three years renewable period or a growing number of contract redetermination in the five year dispensation, renewable, I could only draw understanding from certain assumptions, as follows:

(1) The first assumption I had was that it was the effect of the negotiated sunset clauses at the Convention for a Democratic South Africa, the impact of which being that there were probably old-order carry-through senior officials that got absorbed into DG positions but who would have difficulties implementing the policies



of the Government of the day, thus causing friction between them and their political principals.

- (2) The second assumption I had was that the recruitment nets for DGs were cast widely among former political activists, the impact of which being a stalemate on "who's who" with their political principals, as some would invest their time more on struggle-time political credentials and seniority, political connections and/or claim on the command of superior knowledge, resulting in friction with their political principals and early exit.
- (3) The third assumption I had was that of resentment built around circumstances that led to the manner of exit of the Second President of a Democratic South Africa, possibly fuelling tensions between some DDs and Executive Authorities.
- (4) The fourth assumption was that politics-administration dichotomy in the context of the Executive Authority versus the Accounting Authority dispensation was a complex environment to manage, such that tendencies were prone to show.




(g) These assumptions helped me understand possibilities in the whole scheme of things, strengthening my position to continue working for stability in the Public Service.

(h) My first call to handle a case of separation between a Minister and a DG was on the first day it was announced that I was to be appointed as a Minister.

(i) The announcement was done in Parliament during a Session, and immediately thereafter, one Minister approached me to assist in handling the matter.

(j) I was not sworn in yet and I 'hit the ground running' soon after those rituals.

(k) The said Minister indicated to me that the relationship with the DG had broken down irretrievably that they had to part ways.

(l) I knew that in a situation like that the immediate route was the exit and decided to continue in my resolve to work for stability and manage the situation differently.

(m) In fact I started disliking a practice where DGs would be sent packing at a slightest opportunity that a Minister finds a reason






for such when I was a Member and Chairperson of the Portfolio Committee on Public Service and Administration. So, this was my time to make a difference.

(n) I negotiated with the Minister to support a move that I try find an alternative space for the said DG so that the official remain in the Public Service, did the same with the DG and the third participant was another Minister who agreed to have the DG transferred to that Department.

(o) I scored my first victory in the battle for stability through retaining the DG in the service.

(p) After this case I handled a number of transfers in a similar manner under similar circumstances and also in situations of transfers on mutual consent and arising out of interests.

(q) I have to indicate that my role in situations like these have always been that of support through negotiating for opportunities and influencing decision-making.

(r) The responsibility for recruitment, appointment and transfer remained the competency and prerogative of respective Executive Authorities.



(s) It would be helpful to understand power relations between the Minister for Public Service and Administration with any other Minister, in that there is no inference that the assigned functions to the former would suggest any form of seniority to the latter.

(t) Any intervention in the form of support, negotiation and exerting influence had to be approached in that light, thus the success or failure to realize the intended outcome of the intervention and the accountability thereof remained the business of the advised Minister.

(u) In dealing with appointments, for instance, the Minister for Public Service and Administration would support the recommending Executive Authority to ensure compliance with the following:

- (1) Security requirements in that the candidate should have a valid security clearance;
- (2) Qualifications requirements in that the candidate should meet the minimum qualifications requirements;
- (3) Selection procedure requirements in that the candidate should have been subjected to an interview with a properly constituted Panel;




C.A. 92

(4) Salary dispensation requirements in the sense that the candidate should have given consent to be paid within the prescribed salary scale or that there is a strong motivation for deviation which Cabinet should consider simultaneously.

(v) When full compliance is realized with the above requirements, the Minister for Public Service and Administration would then submit a Cabinet Memorandum recommending the appointment of such a candidate DG and, if approved, the Executive Authority of the National Executive (the President) and the Executive Authority of the Department (the Minister of Cabinet concerned) would then sign an appointment minute.

(w) It is expected that at the point that the recommending Minister approaches the Minister for Public Service and Administration with the profile of the candidate, such a Minister would have consulted the President on same.

#### 7.4.9 SPECIAL CASES IN APPOINTMENTS AND EXIT

(a) There were situations that demanded a different approach in handling matters of appointments and




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transfers due to the distinctiveness of the circumstances.

(b) There were DGs for instance that would be appointed on a higher salary scale than the one for everybody and that happened in situations where such officials were recruited from outside the Public Service and on consideration of unique skills needed for turn-around interventions in Departments, particularly where such people were earning more at the places we recruited them from, compared with what we were offering.

(c) In this case the Minister for Public Service and Administration would come with a determination in terms of applicable instruments of authority to recommend to Cabinet for sanctioning, in consultation with the Minister recommending the appointment, which should be handled simultaneously with the consideration of the recommendations for the appointment of the said candidate by Cabinet.

(d) There would also be situations where my negotiations and influence would not yield the retention of a DG within the broader Public Service upon his/her exit from his/her

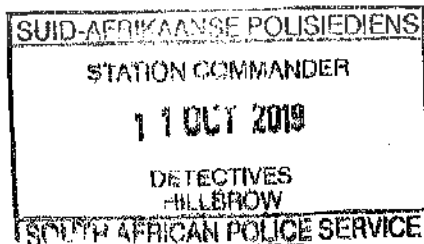


Department and where we had to manage exit through redetermination of contracts or resignations.

(e) The case of redetermining a contract would be considered in a situation where the DG's exit is initiated by the Executive Authority where there is material irretrievable breakdown of trust and relationship between the two and that they may not continue to work together and in such a situation where there is no breach of a code of conduct and no material evidence of any action or inaction of unbecoming conduct.

(f) It was rare that a DG-initiated exit could be handled in terms of the redetermination proceedings and more often than not such would either be at the turn of the term or treated a resignation.

(g) Throughout my career as Minister for Public Service and Administration I maintained my conviction to the Oath of Office I took and handled issues to the extent of my ability.



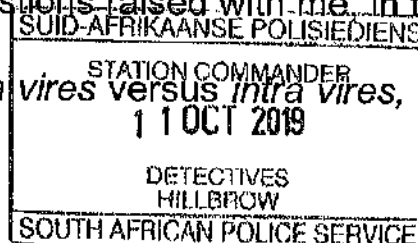
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## 8. CONCLUSION

**8.1** In Conclusion, I bring a note addressing a general but related scenario analysis about the call for me to appear before the Commission and answer questions in a private-person capacity, on my own, but deal with issues I got exposed to representing the Government of the Republic of South Africa, in the discharge of my duties and within my valid authority and scope as the Minister and Executive Authority of the Department of Public Service and Administration of the time, as follows:

**8.1.1 Whereas** the questions raised with me are only relevant insofar as I have to provide all the information I have and everything I know about facts I got exposed to in an environment where I was acting in my official capacity as an assigned official of a Government Department in the Fourth and Fifth Administration of the still-existing African National Congress'-led Government of the Republic of South Africa, acting truly and within the scope of my mandate at the time;

**9.1.1 Whereas** it is my understanding that the said Government-employer ought to have an interest in the answers to the questions raised with me, in the spirit of the doctrine of *ultra vires* versus *intra vires*, and where





I as an official of the said Government at the time has to account for my actions taken in the course of the discharge of my valid duties;

**8.1.2 Whereas** I am called upon to provide in details all information I have and everything I know on things some of which happened about ten years ago and long after I moved on out of the said establishment and no longer have access to records and technical support to do justice responding to the questions raised;

**8.1.3 Whereas** those who originated the idea of the subject matter and those who expect me to provide all information I have and everything I know on those things and under the circumstances canvassed in this section do so fully aware, or ought to be so aware, of the participative nature of the public service and the inherent interdependence of officials in executing their tasks such that it normally requires more than one individual to answer some of those questions fully and satisfactorily;

**8.1.4 Whereas** any instruction for officials to operate outside the established protocol as stated in 2.4 above, either for reasons of defending themselves or advancing their self-identified interests may set them against each other and bear consequences too costly to manage for their employer;



**8.1.5 Whereas** I am called upon to respond and nonetheless provide all information I have and everything I know relying on recollection, to the extent that I can remember, when such information is readily available in Government records and through which an informed solid case could be formulated, thus warranting proper sanctions;

**8.1.6 Whereas** the chosen platform to handle this matter is the one that conducts its affairs in public;

**8.1.7 Whereas** this Statement may be a precursor to a hearing reminiscent of a trial in a case of being alleged to be guilty of willful neglect of duty as a state official at the time, to the detriment of State interest, committing or promoting Corruption and Fraud or that I am a potential witness that somebody indeed exposed the State to capture and/or committed or promoted corruption and fraud;

**8.1.8 Whereas** submitting this Statement and/or appearance before a hearing is largely an actuality of appearance before a Court of Public Opinion, with the same accusations or as a witness in a case with the same elements, and where there are myriad judges formulating opinions and making conclusive standpoints with possible reputational consequences too ghastly to contemplate, as I have to submit to the process as if there are face value facts suggesting that indeed there is something wrong I did or there is



somebody I know who have done so, through availing myself, without recourse and assistance, to feed into the more-often-vindictive caprice of the Court of Public Opinion, as they may apparently feast on my reputation as if I am a criminal or unreliable witness;

**8.1.9 Whereas** possible impugning of my character, even as a factor of perceptions formed from my participating in this process, may in not a small measure affect my private image, thus jeopardize my future prospects, as its conceivable negative effects may well go beyond my personality as a state official;

**8.1.10 Whereas** there is an inherent perception that the people who are called upon to give information to the Commission are those who are suspected of some wrong-doing in the context of the subject matter of the Commission or those people who have allegations to make against other people and there is a reality that perceptions weigh more heavily in defining the public image on an individual;

**8.1.11 Whereas** I give answers to the questions raised in this Statement mindful of the fact that this is a call for me to account in as far as how I interpreted and applied the contents of the oaths of office I subscribed to when holding those positions, the due injunction of the assigned individual responsibilities ascribed to the



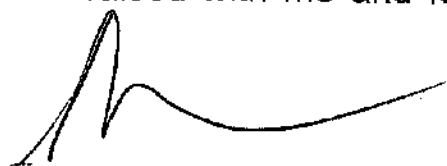

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scope of my work as a public official, the requisite collective effort for the shared outcomes and joint accountability mechanism in the know that I was just part of the complete whole picture duly expected to act in unison and conscious to do so within the expectations of the values of our public administration as enshrined in Section 197 of the Constitution of the Republic of South Africa;

**8.1.12 Whereas** submitting this Statement and possible appearance before the Commission hearing may put me on the public's radar screen for people making it their unlimited call to find issues to raise, based on the subject matter of the Commission in the manner that even if such could be rebutted later, the negative effect on reputation could be expensive to reverse;

**8.1.13 Whereas** the content of my Statement or testimony at the Commission hearing may put me at the thick of things and trigger follow up reactions and possible reprisal either by those who will like to just contest my views and/or those in authority who may dislike my angle;

**8.1.14 Whereas**, to the extent that I can remember what happened and provide all information I have and everything I know about the issues raised with me and for which answers I am stating under




oath as correct in that context, I am strongly convinced that perusing documents at the disposal of Government – my employer at the time of my exposure to the situation around which the questions are raised – as well as making a little effort to examine existing appropriate Government instruments or mere conferencing with other established organs such as the Public Service Commission could shed more light to a conclusive position on my angle of argument in this submission.

**8.1.15** Whereas I reserve a right of making a supplementary statement to my affidavit, at a later stage, wherein I give more clarity on certain areas and make additions not tempering with the content of this Statement.

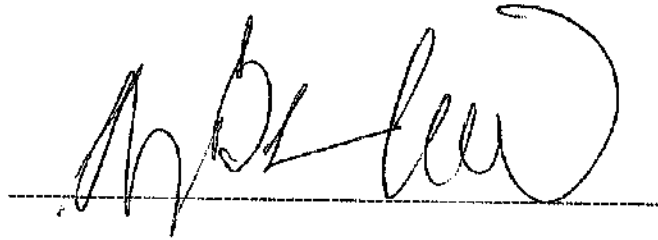
**8.1.16** Now therefore, my Statement without recourse but under Oath is submitted in response to the questions the Commission instructed me to do, as indicated above.

**8.2** I also want to state that, contrary to some officials of the Commission alleging that I responded to correspondence the Commission addressed to me with contempt by either ignoring or refusing to attend to them, I only got the documents around August 2019, and officials of the Commission later acknowledged that their correspondence did not reach me in time.



SUID-AFRIKAANSE POLISIEDIENS	
STATION COMMANDER	
11 OCT 2019	
DETECTIVES HILLBROW	101
SOUTH AFRICAN POLICE SERVICE	

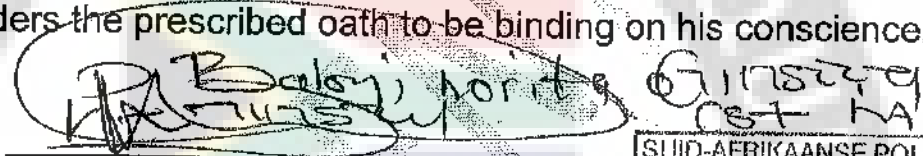




SIGNATURE OF DEPONENT

Sworn to before me at Hillbrow SAPS on this the 11-day of  
October 2019, the deponent having acknowledged that:

1. He knows and understands the contents of this affidavit.
2. He has no objection to taking the prescribed oath.
3. He considers the prescribed oath to be binding on his conscience.



COMMISSIONER OF OATHS

SUID-AFRIKAANSE POLISIEDIENS
STATION COMMANDER
11 OCT 2019
DETECTIVES HILLBROW
SOUTH AFRICAN POLICE SERVICE





# **EXHIBIT GG (f).3**

**YASMIN DUARTE**

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**AFFIDAVIT**

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I, the undersigned,

**YASMIN DUARTE**

do hereby make oath and say:-

1. I am an adult female of full legal capacity and the facts contained herein are within my personal knowledge and belief, both true and correct. I am also known as Jessie Duarte.
2. I am the Deputy Secretary General of the African National Congress (ANC), a voluntary political organisation, having been elected to that position for a period of 5 (five) years at the 54<sup>th</sup> National Conference of the ANC in December 2017.
3. In March 2017 I was the Deputy General Secretary of the ANC, pursuant to a national elective conference in December 2012.
4. In my capacity as Deputy Secretary General, I am designated as one of the Officials in terms of the ANC Constitution.
5. Together with the President, Deputy President, National Chairperson, Secretary General and Treasurer General, we are collectively known as the National Officials and colloquially referred to as the "Top 6".
6. In addition to the specific constitutional responsibilities allocated to the Officials, a practice has evolved over the years in terms of which the Officials meet as a collective on a regular basis to discuss issues of importance to the country and the organisation.
7. At its 52<sup>nd</sup> National Conference in 2007, the ANC resolved that with regard to deployment of cadres at national level, the prerogative of the President to appoint and release members of Cabinet, should be exercised after consultation with the leadership of the organisation.
8. In a letter addressed to Jessie Duarte dated 13 September 2019, I have been directed by the Chairperson of the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State to furnish the Commission on or before 3 October 2019 with an affidavit or affirmed declaration and to share my knowledge of a discussion between former President Mr JG Zuma and Mr Pravin Gordhan on 27 March 2017 regarding the removal or

possible removal of Mr Gordhan as finance minister.

9. At one of the meetings of the Officials in the last quarter of 2016, former President Zuma told us that his relationship with minister Gordhan was progressively deteriorating. He related a number of incidents when minister Gordhan showed disrespect towards him and undermined his authority in Cabinet meetings. He also made reference to a letter that minister Gordhan had written to him which, he said, was not collegiate. He did not show us the letter.
10. At a meeting of the Officials on 27 March 2017, former President Zuma informed the Officials of an intelligence report which made reference to a meeting that minister Gordhan had attended in London. He did not produce the report but said that contents gave him great discomfort. He told the Officials that his relationship with Mr Gordhan had irretrievably broken down and he could no longer work with him.
11. Former President Zuma also told the Officials that he and Mr Gordhan had a long standing political relationship which went back to the 1970s. For that reason he would prefer if Mr Gordhan resigned on his own accord instead of him having to fire Mr Gordhan as a minister.
12. At the meeting, former President Zuma proposed Mr Brian Molefe as Mr Gordhan's replacement. All the Officials objected and requested the former President to review his decision which he undertook to do.
13. Prior to his public announcement on 31 March 2017, when he reshuffled his Cabinet, former President Zuma informed the Officials telephonically that evening of the changes he was making. In the case of the finance portfolio, former President Zuma appointed Mr Malusi Gigaba as finance minister.

  
DEPONENT

**THUS DONE AND SWORN TO** before me at JOHANNESBURG on this 14th day of October 2019, the Deponent having acknowledged that she knows and understands the contents of this affidavit, has no objection to taking the prescribed oath and considers the said oath to be binding on her conscience, the regulations contained in Government Notice No. 1648 dated 19 August 1977 (as amended) having been complied with.

**AJAY CHAGAN**  
12<sup>th</sup> Floor, Metal Box Building  
25 Owl Street, Midrand Park  
Tel: 011 834 2233  
Practising Attorney - RSA  
Commissioner of Oaths

  
COMMISSIONER OF OATHS

---

**AFFIDAVIT**

---

I, the undersigned,

**YASMIN DUARTE**

do hereby make oath and say:-

1. I am an adult female of full legal capacity and the facts contained herein are within my personal knowledge and belief, both true and correct. I am also known as Jessie Duarte.
2. I am the Deputy Secretary General of the African National Congress (ANC), a voluntary political organisation, having been elected to that position for a period of 5 (five) years at the 54<sup>th</sup> National Conference of the ANC in December 2017.
3. In December 2015 I was the Deputy Secretary General of the ANC, pursuant to a national elective conference in December 2012.
4. In my capacity as Deputy Secretary General, I am designated as one of the Officials in terms of the ANC Constitution.
5. Together with the President, Deputy President, National Chairperson, Secretary General and Treasurer General, we are collectively known as the National Officials and colloquially referred to as the "Top 6".
6. In addition to the specific constitutional responsibilities allocated to the Officials, a practice has evolved over the years in terms of which the Officials meet as a collective on a regular basis to discuss issues of importance to the country and the organisation.
7. At its 52<sup>nd</sup> National Conference in 2007, the ANC resolved that with regard to deployment of cadres at national level, the prerogative of the President to appoint and release members of Cabinet, should be exercised after consultation with the leadership of the organisation.
8. In a letter addressed to Jessie Duarte dated 9 September 2019, I have been directed by the Chairperson of the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State to furnish the Commission with an affidavit or affirmed declaration and to share my knowledge of a discussion between former President Mr JG Zuma and Mr Nhlanhla Nene, former finance minister, on 9 December 2015 regarding Mr Nene's



removal from Cabinet and his deployment to a senior, high ranking position in the African Regional Centre of the BRICS New Development Bank.

9. More specifically, I have been directed to comment on Mr Nene's evidence that the Top Six met and agreed that Mr Nene should be removed from Cabinet and so deployed.
10. On the assumption that such decisions were taken at a meeting of the Top Six, I have been directed to state who was in attendance; what decision or agreement was reached, if any; if Mr Nene was to be moved out of the Ministry of Finance and where was Mr Nene going to be deployed if there was any plan to deploy him.
11. I have been requested to give as full an account as I can so that the Commission can understand the reasons for and circumstances surrounding Mr Nene's removal.
12. The Officials have always held the view that as a relatively young democracy and one of the founding members of the BRICS Bank, it would be in South Africa's interest to have South Africans in positions of influence in the structures of the Bank.
13. During a meeting of the Top Six in August 2015, former President Zuma informed the Officials that he had canvassed with Mr Xi Jinping, President of the Peoples Republic of China, the possibility of placing a South African in a senior position in the African Regional Centre of the BRICS new Development Bank and that President Jinping was amenable to supporting such a proposal. The Officials supported former President Zuma's suggestion because it was in line with its view and long held position. No potential deployees were discussed.
14. Nothing further was discussed by the Officials about the secondment to the BRICS Bank.
15. On Wednesday 9 December 2015 former President Zuma informed me telephonically that he was about to announce the appointment of Mr van Rooyen as finance minister.
16. I watched the announcement on television. The actual text of the statement from the Presidency on behalf of former President Zuma read as follows:-

*"I would like to announce changes to the finance portfolio in Cabinet. I have decided to remove Mr Nhlanhla Nene as Minister of Finance, ahead of his deployment to another strategic position. Mr Nene has done well since his appointment as Minister of Finance during a difficult economic climate. Mr Nene enjoys a lot of respect in the sector, locally and abroad, having also served as a deputy minister of finance*



previously.

*I have decided to appoint a Member of Parliament, Mr David van Rooyen, as the new Minister of Finance. Mr van Rooyen serves as a whip of the Standing Committee on Finance and as whip of the Economic Transformation Cluster. He is a former Executive Mayor of Merafong Municipality and a former North West provincial chairperson of the South African Local Government Association.*

*I wish Mr van Rooyen all the best in this new appointment. The new deployment of Mr Nene will be announced in due course."*

17. I am aware that the former President also communicated to the other Officials because I had a telephonic discussion with Deputy President, Cyril Ramaphosa, who confirmed that former President Zuma was in communication with him.
18. This was the first time I became aware that Mr Nhlanhla Nene was the person the former President had in mind when he spoke to the Officials a few months earlier in August.
19. In a communique to the media on Friday 11 December 2015, former President Zuma explained his decision in the following terms:-  
  
*"the urgency of the changes in the leadership of the National Treasury was because nominations needed to be sent to Shanghai in terms of the Head of the African Regional Centre of the New Development/BRICS Bank which will be based in Johannesburg."*
20. I supported former President Zuma's decision to appoint Mr van Rooyen as finance minister on the grounds that he was exercising his presidential prerogative.
21. However, I had received many phone calls from ANC members and other financial stakeholders who were concerned about the appointment of Mr van Rooyen and the negative impact on the rand/dollar exchange rate. The general view was that Mr van Rooyen was a relatively unknown backbencher and his appointment was received very negatively by the financial markets and the key final decisionmakers in the country.
22. Dr Zweli Mkhize also called me from China to express his concerns about the appointment of Mr van Rooyen.
23. On Saturday 12 December 2015, Deputy President Ramaphosa and I went to see former President Zuma at his home in Pretoria to express our apprehension.
24. On Sunday 13 December 2015 former President Zuma publicly announced that he had decided to move Mr van Rooyen to the





ministry of co-operative governance and install Mr Pravin Gordhan, who was the minister of co-operative governance at the time, as the minister of finance.

25. The removal of Mr Nene as minister of finance and his prospective deployment to the African Regional Centre of the BRICS Bank was not discussed by the Officials in any meeting.

*Quarte*

**DEPONENT**

**THUS DONE AND SWORN TO** before me at

*JOHANNESBURG*

on this 7<sup>th</sup> day of October 2019, the Deponent having acknowledged that she knows and understands the contents of this affidavit, has no objection to taking the prescribed oath and considers the said oath to be binding on her conscience, the regulations contained in Government Notice No. 1648 dated 19 August 1977 (as amended) having been complied with.

*[Signature]*

**COMMISSIONER OF OATHS**

**AJAY CHAGAN**

12<sup>th</sup> Floor, Metal Box Building  
25 Owl Street, Auckland Park  
Tel: 011 834 2233  
Practising Attorney - RSA  
Commissioner of Oaths



## **EXHIBIT GG (f).4**

**SAMSON GWEDE  
MANTASHE**

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**AFFIDAVIT**

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I, the undersigned,

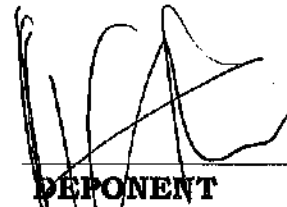
**SAMSON GWEDE MANTASHE**

do hereby make oath and say:-

1. I am an adult male and the facts contained herein are within my personal knowledge and belief, both true and correct.
2. I am the National Chairperson of the African National Congress (ANC), a voluntary political organisation, having been elected to that position for a period of 5 (five) years at the 54<sup>th</sup> National Conference of the ANC in December 2017.
3. In March 2017 I was the Secretary General of the ANC.
4. In my capacity and National Chairperson and previously as Secretary General, I am designated as one of the Officials in terms of the ANC Constitution.
5. Together with the President, Deputy President, Secretary General, Deputy Secretary General and Treasurer General, we are collectively known as the National Officials and colloquially referred to as the "Top 6".
6. In addition to the specific constitutional responsibilities allocated to the Officials, a practice has evolved over the years in terms of which the Officials meet as a collective on a regular basis to discuss issues of importance to the country and the organisation.
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8. I have been directed by the Chairperson of the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State to furnish the Commission with an affidavit or affirmed declaration and share my knowledge of a discussion between former President Mr JG Zuma and Mr Pravin Gordhan on 27 March 2017 regarding the removal or possible removal of Mr Gordhan as finance minister.

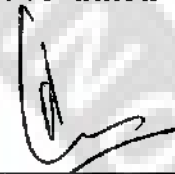
9. At one of the meetings of the Officials in the last quarter of 2016, former President Zuma told us that his relationship with minister Gordhan was progressively deteriorating. He related a number of incidents when minister Gordhan showed disrespect towards him and undermined his authority in Cabinet meetings. He also made reference to a letter that minister Gordhan had written to him which, he said, was not collegiate. He did not show us the letter.
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12. At the meeting, former President Zuma proposed Mr Brian Molefe as Mr Gordhan's replacement. All the Officials objected and requested the former President to review his decision which he undertook to do.
13. Prior to his public announcement on 31 March 2017, when he reshuffled his Cabinet, former President Zuma informed the Officials telephonically that evening of the changes he was making. In the case of the finance portfolio, former President Zuma appointed Mr Malusi Gigaba as finance minister.
14. On 28 March 2017, Mr Gordhan, accompanied by deputy minister Mcebisi Jonas and Director General of finance, Fuzile Fezeka, came to see me at my office in Luthuli House in Johannesburg. The essence of our discussion was the following:-
  - 14.1 I reiterated to him that what I have stated above was discussed.
  - 14.2 I told him that the former President indicated that the relationship had irretrievably broken down. For that reason alone, I said the relationship going forward would not work.
  - 14.3 I did not comment on the verbal intelligence reports given by the former President. In fact the view I expressed is that if the relationship had broken down, any discussion about reliance on intelligence reports would be immaterial.



  
**DEPONENT**

**THUS DONE AND SWORN TO** before me at JOHANNESBURG on this 7th

day of October 2019, the Deponent having acknowledged that he knows and understands the contents of this affidavit, has no objection to taking the prescribed oath and considers the said oath to be binding on his conscience, the regulations contained in Government Notice No. 1648 dated 19 August 1977 (as amended) having been complied with.

  
**COMMISSIONER OF OATHS**  
**AJAY CHAGAN**  
 12<sup>th</sup> Floor, Metal Box Building  
 25 Owl Street, Auckland Park  
 Tel: 011 834 2233  
 Practising Attorney - RSA  
 Commissioner of Oaths

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**AFFIDAVIT**

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I, the undersigned,

**SAMSON GWEDE MANTASHE**

do hereby make oath and say:-

1. I am an adult male and the facts contained herein are within my personal knowledge and belief, both true and correct.
2. I am the National Chairperson of the African National Congress (ANC), a voluntary political organisation, having been elected to that position for a period of 5 (five) years at the 54<sup>th</sup> National Conference of the ANC in December 2017.
3. In December 2015 I was the Secretary General of the ANC.
4. I am designated as one of the Officials in terms of the ANC Constitution.
5. Together with the President, Deputy President, Secretary General, Deputy Secretary General and Treasurer General, we are collectively known as the National Officials and colloquially referred to as the "Top 6".
6. In addition to the specific constitutional responsibilities allocated to the Officials, a practice has evolved over the years in terms of which the Officials meet as a collective on a regular basis to discuss issues of importance to the country and the organisation.
7. At its 52<sup>nd</sup> National Conference in 2007, the ANC resolved that with regard to deployment of cadres at national level, the prerogative of the President to appoint and release members of Cabinet, should be exercised after consultation with the leadership of the organisation.
8. I have been directed by the Chairperson of the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State to furnish the Commission with an affidavit or affirmed declaration and to share my knowledge of a discussion between former President Mr JG Zuma and Mr Nhlanhla Nene, former finance minister, on 9 December 2015 regarding Mr Nene's removal from Cabinet and his deployment to a senior, high ranking position in the African Regional Centre of the BRICS New Development Bank.



9. More specifically, I have been directed to comment on Mr Nene's evidence that the Top Six met and agreed that Mr Nene should be removed from Cabinet and so deployed.
10. On the assumption that such decisions were taken at a meeting of the Top Six, I have been directed to state who was in attendance; what decision or agreement was reached, if any; if Mr Nene was to be moved out of the Ministry of Finance and where was Mr Nene going to be deployed if there was any plan to deploy him.
11. I have been requested to give as full an account as I can so that the Commission can understand the reasons for and circumstances surrounding Mr Nene's removal.
12. The Officials have always held the view that as a relatively young democracy and one of the founding members of the BRICS Bank, it would be in South Africa's interest to have South Africans in positions of influence in the structures of the Bank.
13. During a meeting of the Top Six in August 2015, former President Zuma informed the Officials that he had canvassed with Mr Xi Jinping, President of the Peoples Republic of China, the possibility of placing a South African in a senior position in the African Regional Centre of the BRICS new Development Bank and that President Jinping was amenable to supporting such a proposal. The Officials supported former President Zuma's suggestion because it was in line with its view and long held position. No potential deployees were discussed.
14. Nothing further was discussed by the Officials about the secondment to the BRICS Bank until Wednesday 9 December 2015 when former President Zuma publicly announced that he had decided to remove Mr Nhlanhla Nene as minister of finance, ahead of his deployment to another position. In the same announcement former President Zuma stated that he had decided to appoint Mr Des van Rooyen, a member of the National Assembly, as minister of finance.
15. The statement by the Presidency on behalf of former President Zuma read as follows:-

*"I would like to announce changes to the finance portfolio in Cabinet. I have decided to remove Mr Nhlanhla Nene as Minister of Finance, ahead of his deployment to another strategic position. Mr Nene has done well since his appointment as Minister of Finance during a difficult economic climate. Mr Nene enjoys a lot of respect in the sector, locally and abroad, having also served as a deputy minister of finance previously.*

*I have decided to appoint a Member of Parliament, Mr David van Rooyen, as the new Minister of Finance. Mr van Rooyen serves as a*



*whip of the Standing Committee on Finance and as whip of the Economic Transformation Cluster. He is a former Executive Mayor of Merafong Municipality and a former North West provincial chairperson of the South African Local Government Association.*

*I wish Mr van Rooyen all the best in this new appointment. The new deployment of Mr Nene will be announced in due course."*

16. A few hours before the public announcement, the former President informed me telephonically of his decision to appoint Mr van Rooyen as the Minister of Finance and to recommend Mr Nene, the incumbent Minister of Finance, to take up a position in the African Regional Centre of the BRICS Bank.
17. I am aware that the former President also communicated his decision to the other Officials because we spoke to each other thereafter.
18. This was the first time I became aware that Mr Nhlanhla Nene was the person the former President had in mind when he spoke to the Officials a few months earlier in August.
19. In a communique to the media on Friday 11 December 2015, former President Zuma explained his decision in the following terms:-  
  
*"the urgency of the changes in the leadership of the National Treasury was because nominations needed to be sent to Shanghai in terms of the Head of the African Regional Centre of the New Development/ BRICS Bank which will be based in Johannesburg."*
20. I did not support Mr van Rooyen's appointment because he was a relatively unknown backbencher and I did not believe that the financial markets would respond positively to his appointment.
21. Pursuant to the communication among the Officials, the former President undertook to take counsel.
22. On Sunday 13 December 2015, former President Zuma publicly announced that he had decided to move Mr van Rooyen to the ministry of co-operative governance and install Mr Pravin Gordhan, who was the minister of co-operative governance at the time, as the minister of finance.
23. The removal of Mr Nene as minister of finance and his prospective deployment to the African Regional Centre of the BRICS Bank was not discussed by the Officials in any meeting.

**DEPONENT**

**THUS DONE AND SWORN TO** before me at JOHANNESBURG on this 9th

day of October 2019, the Deponent having acknowledged that he knows and understands the contents of this affidavit, has no objection to taking the prescribed oath and considers the said oath to be binding on his conscience, the regulations contained in Government Notice No. 1648 dated 19 August 1977 (as amended) having been complied with.

**COMMISSIONER OF OATHS**

**AJAY CHAGAN**

12<sup>th</sup> Floor, Metal Box Building  
25 Owl Street, Auckland Park  
Tel: 011 834 2233  
Practising Attorney - RSA  
Commissioner of Oaths



# **EXHIBIT GG (f).5**

**ZWELINI LAWRENCE  
MKHIZE**

---

**AFFIDAVIT TO THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS  
OF STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE**

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I, the undersigned,

**ZWELINI LAWRENCE MKHIZE**

do hereby make oath and say:-

1. I am an adult male politician and the facts contained herein are within my personal knowledge and belief, both true and correct.
2. In December 2015 I was the Treasurer General of the African National Congress (ANC), having been elected to that position in December 2012, for a period of 5 (five) years.
3. I have been requested by the commission to provide an affidavit stating my knowledge with regards to the removal of Mr Nhlanhla Nene as Minister of Finance on 9 December 2015 and/or the Top Six's plans for his deployment after such removal.
4. On the 9th December 2015, while I was in China, I was advised that former President Zuma had made a public announcement that he had decided to remove Mr Nhlanhla Nene as Minister of Finance and replace him with Mr Des van Rooyen.
5. I had not been aware of these changes prior to this announcement being made and it was not discussed at any of our National Officials meetings.
6. It was upon becoming aware of this announcement that I engaged with the then Secretary General, Mr Gwede Mantashe and the Deputy Secretary General Jessie Duarte who both indicated their concerns as well as the general negative mood developing in the country because of this reshuffle.
7. I also telephonically contacted President Zuma to share with him the negative feedback I had received from various stakeholders, both in the public and private sector. I further proposed to him that there should be a strategy to respond to this event which had resulted in a negative impact on the country's





economy, as it was clear that it would not self-correct. I am also aware that other Top Six Officials were engaging him.


8. President Zuma subsequently announced that he had decided to move Mr van Rooyen to the Ministry of Co-operative Governance and appoint Mr Pravin Gordhan, who was the Minister of Co-operative Governance at the time, as the Minister of Finance. This was widely welcomed by the financial markets and the public in general.

  
DEPONENT

THUS DONE AND SWORN TO before me at KEMPTON PARK on this 8 day of October 2019, the Deponent having acknowledged that he knows and understands the contents of this affidavit, has no objection to taking the prescribed oath and considers the said oath to be binding on his conscience, the regulations contained in Government Notice No. 1648 dated 19 August 1977 (as amended) having been complied with.

  
8/10/2019

COMMISSIONER OF OATHS

  
THIRISHA GOVENDER  
COMMISSIONER OF OATHS  
EX-OFFICIO NON-PRACTISING ATTORNEY  
2526 MOTLATSE DRIVE, WATERFALL ESTATE, MIDRAND

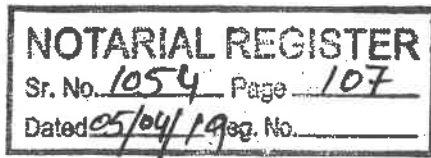




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## **EXHIBIT GG (f).6**

**RAJESH  
SUNDARAM**



VALID OUT SIDE INDIA

Affidavit

1.

I Rajesh Sundaram, son of K C Sundaram and resident of B2/301, Satyam Apartments, Vasundara Enclave, New Delhi- 100096, India solemnly affirm and stated as under :

2.

I arrived in South Africa on the 3rd of June 2013 and stayed here till September 2, 2013. During this time I worked with the Gupta family owned Infinity media and worked as 'Editor' to set up 24/7 television news station called ANN7.

3.

An account of my interactions with the Gupta brothers, former South African president Zuma and my experience setting up the television station have been given in the book 'Indentured, Behind the Scenes at Gupta TV.

4.

I hereby affirm that the contents of this book and events described in it are true to the best of my knowledge.

After I arrived in South Africa I got to know that the then president Jacob Zuma's son Duduzane was a 30 percent shareholder in Infinity media.

5.

However, it was president Zuma who was more involved in the project and its setting up than his son.

I was part of a delegation from Infinity media that had three meetings with president Zuma at his official residence in Pretoria to review progress of the television news channel ANN7.

6.

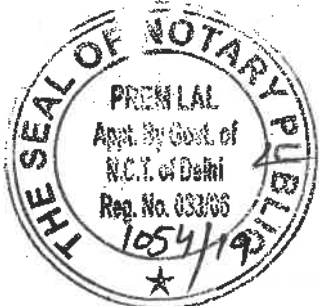
The delegation comprised Ajay Gupta, Atul Gupta, Nazeem Howa, Moegsien Williams, Ashu Chawla and me.

These meetings comprised of two parts. The first hour and a half was spent telling president Zuma about the progress in the television project. Here he was brief about the progress in the construction of the studios, hiring and technical purchases. He would also give feedback on various aspects of branding. For instance he would give feedback on the logo designs.

7.

He also had a keen interest in the investments being made for the projects. Major expense heads were narrated to him.

He would also discuss at length about the editorial policy he would want the station to follow. This included instructions to ensure that the station does not end up being an 'out and out propaganda station for the ANC'. He wanted the editorial team to cover news items related to his rivals within and outside the ANC, but wanted to subtly show them in a negative light.



*Rajesh*

8.

Duduzane Zuma was never part of these meetings.

The second part of these meetings were about businesses other than the proposed television project. I was asked to move out of the room during this time.

9.

But from my conversations with Atul Gupta, Nazeem Howa and Ajay Gupta it was clear this time was utilized to seek Zuma's help to overcome challenges in their other businesses.

10.

After one such meeting I was told by Ajay Gupta that they had complained to president Zuma about how the Independent Election Commission, IEC was not giving the Gupta owned newspaper 'The New Age' any advertising from its multi million Rand advertising budget. He said rival newspapers were being paid. He told me that at the end of the meeting the president assured them that he would look into the matter.

11.

The second half of the meetings were also used to inform president Zuma about his cabinet colleagues who were reluctant to attend the 'New Age Breakfast Briefings' organised by the Gupta owned newspaper and aired on SABC.

12.

I was told by Nazeem Howa that these 'Breakfast briefings' were 'insanely profitable' for them as the entire cost of broadcast was borne by the SABC. The New Age had to invest in just the flimsy permanent props and the cost of the venue and hospitality. They earned by selling table at these events. He told me that often times the cost of the venue and hospitality was also picked up by the department or ministry that the dignitary came from.

13.

He also told me that tables too were sometimes booked by the departments and ministries from the budget.

14.

I was told president Zuma helped not only in convincing the ministers and officials to attend these events and would also persuade them to use tax payers money to pay for the venue and hospitality and ask stakeholders to buy tables at these events.

15.

As Duduzane Zuma was a shareholder in the Gupta's media venture at that time, he would be a direct beneficiary of these 'insane profits'.

16.

These meetings happened after what is now known as the 'Waterkloof scandal'. The scandal and its fallout in the media had made little impact on the relationship between the Gupta brothers and president Zuma.

17.

Zuma met the brothers warmly and extended all courtesies and hospitality to the brothers and took to them as close confidants.

### The SABC archive deal

18.

During my stay in South Africa I got to know about a deal to buy 100 hours of archive video footage from the state broadcaster SABC. I was told by their Indian joint venture partner Mr. Laxmi Goel that the company had an agreement with SABC



A handwritten signature in black ink, appearing to read 'Prem Lal', with a horizontal line underneath.

to buy a 100 hours of archival video footage from the SABC for what he called 'peanuts'

19.

The actual market value of this footage shot over decades and including priceless footage of Nelson Mandela would be worth millions of dollars. However, I was told that the SABC officials were persuaded to sell this footage for far less than the market value. I was told by Mr. Nazeem Howa that given the close relations between the Guptas and president Zuma no one at SABC would dare to question this deal.

20.

As per the agreement a (Indian national) librarian from ANN7 would go to the SABC office and transfer footage from taped using a mini DV recorder. He would then digitize and meta tag the footage at the ANN7 office at Midrand. Close to a 100 hours of footage was transferred.

21.

SABC had no way to monitor the use of the footage on ANN7. I was told that ANN7 had agreed to also pay SABC every time the footage was played.

#### Visa / Labor law violations

22.

I found during our recruitment process that there were more than enough sufficiently qualified South African candidates available for hiring across all departments and functions at the news station.

23.

However Atul Gupta and his Indian joint venture partner Laxmi Goel were keen to get a large number of staff from India. This was because of two reasons.

1. The staff from India could be compelled to long hours without the fear of them complaining to the authorities.
2. The amount of salary and perks they paid Indian staff was much lesser than what they had to pay by law to the South African staff for the same work.
3. Atul Gupta has told me that he would arrange to get as many work visas for Indian employees as required as he has been assured by the president that the 'Home Department' would issue any number of visas without fussing about the tough norms for issuing such visas.
4. Atul Gupta also told me that a large number of these employees would be brought in on 'Tourist Visas' and made to work for a few months. If they are not found suitable they could be dismissed and sent back. Work permits would be issued later to those who proved their worth.
5. When I questioned Atul Gupta about the legality of making people work on tourist visas he said 'I have the government in my pocket, you don't worry about what is legal and what is illegal.'
6. Even laborers (skilled and unskilled), used for constructing the studio were brought from India and made to live on the premises at Midrand in sub-human conditions and work around the clock. They were paid in Indian Rupees in India. Ajay Gupta told me that South African laborers were lazy, unionized, expensive and lacked skills. He said he could bring any number of workers from India on tourist visas to work at the sites without fearing anyone. Ashu Chawla at his office coordinated with the president's office and the home department to ensure that these visas were issued very quickly.





7. Many of these people over stayed their tourist visas. They were told to pay a small fine at passport control on their way out. This money was reimbursed to them.

8. Many of the people who overstayed their visas were issued work permits within weeks,

24.

I had made a formal complaint about this to the Home Department immediately on my return via email, marking copies to prominent South African journalists. It has been over 5 years and I have not been approached by any official for an inquest.

25.

Journalist Barry Bateman investigated my complaints and found them to be true. A copy of his report from that time is attached,

26.

I have attached a copy of my communication with the home department with this affidavit.

I would also like to report that I saw physical and verbal abuse of staff at ANN7 by Atul Gupta. He used racial slurs and abuses during conversations about South African staff.

27.

Many expenses for the setting up the station were paid in cash, in Indian rupees by Laxmi Goel. This include the payments made to the studio designed, the consultant who worked on the Graphical elements and 'look and feel' of the channel and also many independent engineers and consultants who worked on the project. Tax for these payments were not paid in South Africa or in India.

28.

I know that apart from Laxmi Goel, Atul Gupta and Ajay Gupta knew about these payments. I believe this is a violation of Indian and South African law.

The above are true to the best of my knowledge.

*[Signature]*

RAJESH SUNDARAM

5 APRIL 2019.

Solemnly affirmed before me

*[Signature]*  
Notary Public

05 APR 2019



Enclosed

- 1) DELHI UNIVERSITY MARKSHEET
- 2) INFINITY MEDIA JOB CONTRACT
- 3) COMPLAINTS ON EMAIL TO DIRECTOR GENERAL, DEPARTMENT OF HOME AFFAIRS
- 4) PASSPORT COPY
- 5) COPY OF SOUTH AFRICAN INTRA-COMPANY TRANSFER PERMIT
- 6) LEGAL NOTICE FROM GUPTA'S LAWYER VAN DER MERWE & ASSOCIATES

PREM LAL  
Notary Public  
Chamber No. 137, Lawyer's Block,  
Distt. Court Saket, New Delhi-110017  
Ph. : 9818017970



# UNIVERSITY OF DELHI

## STATEMENT OF MARKS

Certificate No 29491

Roll No. 1015

Year 1995

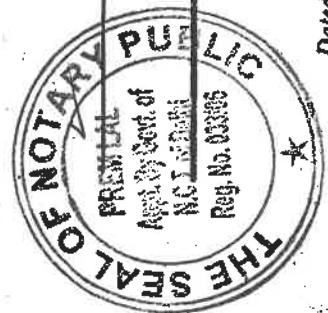
Name of the Candidate Deepshikha Sundaram

Examination : Bachelor of Jurisprudence VI Semester

Subject.....

Paper Max. Marks	I 100	II 100	III 100	IV 100	V 100	VI 100	VII 100	VIII 100	IX 100	X 100	XI 100	XII 100	XIII 100	XIV 100	XV 100	XVI 100	REMARKS
	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	Test 95/150
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																	152/250
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																	120/1200
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VALID OUT SIDE INDIA



CERTIFIED TRUE COPY  
ATTESTED

NOTARY PUBLIC

Prepared by

Checked by :

PREMAL  
Notary Public  
Chamber No. 137, Lawyers Block,  
Distt. Court Saket, New Delhi-110017  
Ph. : 9816017970

Dated... 28/7/19 75 05 APR 2019



**"B1"****CONTRACT OF EMPLOYMENT  
(BCEA)****BETWEEN:****NAME OF EMPLOYER:** INFINITY MEDIA NETWORKS (PTY) LTD**ADDRESS:** 52 LECHWE AVENUE,  
CORPORATE PARK SOUTH,  
MIDRAND

(Here after referred to as "THE EMPLOYER")

and

**NAME OF EMPLOYEE:** RAJESH SUNDARAM**EMPLOYEE CODE:****ADDRESS:** B-2/ 301, SATYAM APARTMENTS  
VASUNDHARA ENCLAVE, DELHI, INDIA - 110096**ID NO:****OCCUPATION:**

(Here after referred to as "THE EMPLOYEE")

**VALID OUT SIDE INDIA**

A handwritten signature in black ink, appearing to read "Rajesh Sundaram".

**"B2"**

The parties hereby agree that the Employee will be employed subject to the following conditions:

**1. COMMENCEMENT DATE**

**1.1 Fixed term contract**

This contract will commence on 01.05.2013 and will be terminated on 30.04.2015 (period of 24 months), alternatively will be terminated on completion of the following project:

The employer reserves the right to prematurely terminate this contract in accordance with the notice periods set out in clause 15 and the statutory procedures in the case of conduct, incapacity, or the employer's operational requirements.

It is expressly agreed that this is not a permanent position and you should not have any perception or expectation of ongoing or permanent employment.

The termination of this contract shall also not be construed as termination or dismissal on grounds of operational requirements.

Signing of this agreement after commencement of service doesn't negate any service period or benefits obtained prior to entering into this agreement. The employee's date of appointment is 01.05.2013.

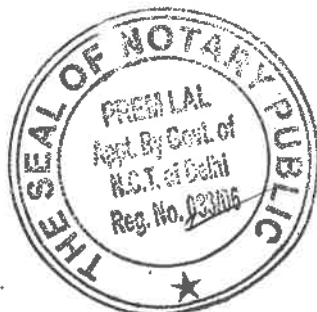
**2. VALIDITY OF CONTRACT**

- 2.1. This contract is subject to the Basic Conditions of Employment Act, 1997 ("The Act").
- 2.2. Should any term of this contract be in conflict with any existing or future Law, Sectoral Determination or Collective Agreement, such Law, Determination or Agreement, shall be binding in respect of the said provision only and all other terms of this contract shall remain valid and binding upon the parties.
- 2.3. No indulgence or condonation by the employer of any breach of any term of this contract by the employee shall constitute a waiver of any of the employer's rights in terms of this agreement and no amendment of this contract shall be valid unless reduced to writing and signed by both parties.
- 2.4. Jurisdiction of any dispute will be at Johannesburg, South Africa.

**3. FOREIGN EMPLOYEES EMPLOYED BY THE COMPANY**

- 3.1 In the event that employment is offered to a person who is not a citizen or permanent resident of South Africa, the employer will provide the following assistance:

- 3.1.1 Air Tickets (one way) for the employee and all members of his/her direct family by eligible class as determined and approved in writing by the Company.



A handwritten signature in black ink, appearing to read 'Ajay K. S.', with a horizontal line underneath.

**"B3"****4. APPOINTMENT AND JOB DESCRIPTION**

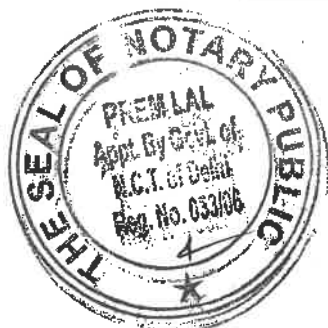
- 4.1. The employee is appointed as: **Editor** to render services generally associated with this position.
- 4.2. The employee expressly agrees that he/ she may be transferred to any other company in the group with same the terms and conditions as set out in this Contract. Upon such transfer this Contract shall stand transferred to the new company.
- 4.3. The employee will be responsible for the tasks as set out in their KRA's and any other tasks as may be provided by management from time to time.
- 4.4. The Employer shall have periodic feedback discussions with the Employee for the ongoing evaluation of the Employee's performance.
- 4.5. The Employer expects from the Employee and it is the Employee's responsibility to acquire and maintain the required levels of knowledge and skills to enable him to consistently comply with the operational requirements of the job description and key performance areas (KPAs) as determined from time to time.
- 4.6. The company shall make available to all employees that may be responsible for content and broadcast, the services of attorneys that will guide the employee on the legal/ compliance issues relating to such content and/or broadcast material. It is the employee's responsibility to ensure that all legal matters are cleared prior to the use and/or disseminating of any content and/or broadcast material.
- 4.7. Employee will report to the **Management** under whose line of authority this position falls. In terms of this specific appointment your current working hours will be subject to the operational requirements of the division that the employee will be working in.

**5. PLACE OF WORK**

- 5.1. Although the nature of the position may require you to work outside of the offices, your official place of work will be at Midrand. You may, from time to time be directed to conduct business at locations and/ or to travel to locations other than your usual place of work depending on the operational requirements of the company. The employee may also be transferred during the course of his/her employment to one of the other companies in the group, based on operational requirements.
- 5.2. The employee is responsible for arriving at the place of work and/or assignment on time.

**6. HOURS OF WORK AND OVERTIME**

- 6.1 The employee agrees to work overtime, if so required by the employer.
- 6.2 The employee acknowledges and appreciates that the nature of the industry in which the company operates and functions in, runs around the clock on a 24/7 hour basis. The employee agrees and undertakes to be available telephonically and personally at all times of the day and night on any given day of the week if so required by the employer, based on the operational requirements of the business. The employee agrees to work such overtime if the nature of the business requires such overtime.



A handwritten signature in black ink, appearing to be "Ajay Kumar", written over a horizontal line.

**"B4"**

6.3 The normal working hours will be 45 hours per week excluding the lunch break as per the work schedule determined by the employer from time to time. Due to operational requirements you may be required to change your working hours and working days. The employee agrees and undertakes to work in excess of the agreed working hours and/or days, if so required by the employer. Hours in excess of 45 hours per week will be deemed as overtime only if the employee was required by the employer to work such overtime. The company agrees to comply with the relevant legislation and agreements governing time off given for any overtime that may arise, which overtime is pre-approved in writing by head of Human Resources/ person authorised by him/her in advance. The paid time off shall be granted within two months of the employee becoming entitled to it, after which period it will expire if not claimed. The employee will not be entitled to remuneration for overtime if his/ her gross remuneration package exceeds the earnings threshold as set out in The Basic Conditions of Employment Act 1997, as amended from time to time.

7. **SUNDAY WORK**

The employee undertakes to work on Sundays, if so required by the employer.

8. **PUBLIC HOLIDAYS**

The employee undertakes to work on Public Holidays, if so required by the employer. The company agrees to comply with the relevant legislation and agreements governing time off given for working on public holidays. The time off shall be granted within two months of the employee becoming entitled to it, after which period it will expire if not claimed.

9. **REMUNERATION**

- 9.1. The employer shall pay the employee R 104200/- (Rand One Lakh Four Thousand Two Hundred only) per month CTC.
- 9.2. The employee hereby authorises the employer to deduct from the wages, all statutory deductions as well as amounts due for goods bought, money borrowed, clothing, medical benefits and saving schemes, as may be applicable.
- 9.3. Payment will be made in arrears and will be deposited directly into your personal bank/building society account on the 26th of each month or paid via a cheque. Should the employee be demoted as a result of disciplinary steps, the employee's wages will be adjusted accordingly. The company's payroll cycle runs from the 26<sup>th</sup> of each month to the 25<sup>th</sup> of the following month, therefore should the employee commence his service outside of the payroll cycle, the employee's salary will be calculated on a pro rata basis.
- 9.4. New employees and employees with 6 months' service or less will not be considered in the current financial year for an increase.
- 9.5. The employee shall not be remunerated for any period of unauthorised absence, including industrial action or during a valid lockout. The principle of no work no pay, shall apply.

**Statutory contributions**

If applicable, these will be made by the company, strictly in accordance with current legislation. Any part of such payment that is or becomes your responsibility will be deducted from your earnings and remitted to the relevant authority.





**"B5"**

Allowances are taxed in accordance with annual SARS directives which may be amended from year to year.

#### 10. OUTSIDE APPOINTMENTS

All employees of the Company are prohibited from accepting appointments of directorships or appointments to outside commercial enterprises without the written consent of the Company. If the Company does agree to such appointments they will be on the basis that no fees or other compensation is received in respect of such appointment.

The only exception to this policy relates to individuals who are requested by the Company/Group to serve on subsidiary or associate Company Boards, or on industry bodies. In such cases, any fees due are, as a matter of policy, required to be paid over to the Employer.

In addition, when on annual, deferred or overseas leave, no employee may undertake regular or part-time work for any other employer, whatever his business, or for any other office in the Group.

It is also a condition of employment that employees may not work on their days off or in their spare time for any other employer.

#### 11. ANNUAL LEAVE

- 11.1 You will be entitled to annual leave days per annual leave cycle. The cycle currently runs for the calendar year and is accrued at a rate of 1.5 days per month (18 working days per annum) for a six (6) day work week and 1.25 days per month (15 working days per annum) for a five (5) day work week. Leave will not roll over from one year to the next, and leave days not used will expire at the end of the financial year, on a use it or lose it basis.
- 11.2 Alternatively, at the discretion of the employer, the annual leave can be calculated at the rate of one day of paid leave for every seventeen days the employee had worked, or was entitled to be paid.
- 11.3 Any request for annual leave will be submitted to the employer in writing, a minimum of 14 days in advance and in turn be agreed upon or refused in writing by both Line Manager and Head of HR. The leave shall be granted and be taken at a time to be fixed by the employer, with consideration of the operational requirements of the business.
- 11.4 Upon termination of employment, the employee will be entitled to be paid out in respect of any accrued leave not yet taken prior to the termination of employment. An employer may not require or permit an employee to take annual leave during any period of notice of termination of employment.
- 11.5 The employee is obliged to take leave during any period of closure of business.

#### 12. SICK LEAVE

- 12.1 During each sick leave cycle of 36 (thirty-six) months' employment with the employer, the employee shall be entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks. This sick leave is calculated as follows: 30 (thirty) days in the case of a 5 (five) day workweek and 36 (thirty-six) days in case of a longer workweek.



A handwritten signature in black ink, appearing to read 'Prem Lal'.

**"B6"**

- 12.2 During the first 6 (six) months of employment, the employee shall be entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.
- 12.3 The company requires that the employee produces a medical certificate, signed by a registered medical practitioner for the time off work, due to illness. The employer will not accept back-dated doctor's certificates as proof of illness which will result in such an 'off period' to be regarded as unauthorised absence. The employee must personally inform their immediate Line Manager and Human Resources Manager before 08h00 on the day he/she was supposed to have reported for duty of such absence and expected date of returning to work. The employee must also ensure that their personal and contact details are updated on their employee file, in case of any changes to such details, should the company need to contact the employee.

### 13 MATERNITY LEAVE (If applicable)

- 13.1 Female employees shall be entitled to four consecutive months maternity leave, commencing 4 (four) weeks before the expected date of birth or such other date as a medical practitioner or midwife may deem necessary.
- 13.2 The employee shall notify the employer in writing of the date of commencement of maternity leave and the date of return to work after maternity leave at least four weeks in advance.
- 13.3 Should the employee, fail to return to work on the return date specified by her or agreed with the employer, without a valid reason, her absence will be treated as unauthorised and may result in the termination of her service.
- 13.4 The employee will not be entitled to remuneration during her maternity leave period, but may claim maternity benefits as laid down in the provisions of the Unemployment Insurance Act, 30 of 1966.

### 14 FAMILY RESPONSIBILITY LEAVE

- 14.1 The employee will only be entitled to family responsibility leave after 4 (four) months of service with the employer.
- 14.2 The employee shall be entitled to 3 (three) days paid leave during each cycle of 12 (twelve) months of employment with the employer in terms of the provisions of section 27 of the *basic Conditions of Employment Act*. This could be taken with the birth or illness of a child or in the event of the death of the employee's spouse, life partner, parent, adoptive parents, grandparents, child, adopted child, grandchild or sibling.
- 14.3 The employee shall notify the employer of the event, which necessitates the employee's absence, as soon as possible.
- 14.4 The employee shall not be entitled to payment for the absence unless the employee furnishes the employer with proof of the circumstances necessitating the absence.
- 14.5 Unused family responsibility leave will lapse at the end of each cycle of 12 (twelve) months' service.

### 15 TERMINATION OF CONTRACT

If the employer or the employee intends to terminate this contract, the relevant party shall give the other party notice in writing and the following notice periods will apply:





"B7"

- 15.1 During the first 6 (six) months of employment, not less than 1 (one) week.
- 15.2 Longer than 6 (six) months but not yet one year: 2 (two) weeks.
- 15.3 After 1 (one) year of employment: 1 (one) calendar month notice.
- 15.4 The periods of notice set out above, shall not be applicable:
- 15.4.1 In the case of summary dismissal in the event of disciplinary procedure.
- 15.4.2 In the case of desertion or unauthorised absence for more than 5 (five) working days.
- 15.4.3 In case of Expats from India.
- 15.5 The employer shall have the right to pay the employee in lieu of notice.
- 15.6 An employee will be obliged to retire upon reaching the age of 60 (sixty), upon which this contract will automatically expire.

#### 16. TRADE UNIONS

Should the employee join a trade union, he/she will notify the employer within 7 (seven) days of such membership. The employer will only recognise this union once it reaches the majority 50 (fifty) plus 1 (one) of the full time employees.

#### 17. DISCIPLINARY PROCEDURE

##### Undertaking:

Both parties agree that strict adherence to this procedure will ensure that discipline be maintained and that the employee is treated fairly.

##### Offences and penalties:

The schedule of offences and possible sanctions is set out in Annexure "A" hereto.

##### Procedure:

Should the employee commit serious misconduct as outlined in annexure "A", the employee shall be given a Notice to appear before a disciplinary hearing. A person appointed by the employer will act as chairperson. The Chairperson shall determine the date, time and place of the disciplinary hearing. The employee shall have the right to be represented by a Shop Steward (Union representative) or co-employee and to present evidence.

Should the employee refuse or fail to appear before the disciplinary hearing, the hearing may proceed in the employee's absence.

##### Written Warning:

If the employee commits non-serious misconduct as outlined in Annexure "A" that merits a written warning, the employer or his authorised representative shall complete such written warning and be handed to the employee for signing thereof. The employee is entitled to respond, which response, if any, will be taken into consideration before the issuing of a



**"B8"**

warning. Each written warning shall be valid for a period of 6 (six) months, after which it will expire.

**Final Written Warning:**

Should the employee commit misconduct, which merits a final written warning, the same procedure as for a written warning, as set out above, must be followed. The employee shall also be informed that a further contravention may result in dismissal. A final written warning will be valid for 12 months.

**Suspension as Sanction:**

If an employee is convicted of serious misconduct, he/she may be suspended without pay for a maximum period of 1 (one) week. The employee consents not to be remunerated for the period of suspension.

**Suspension in Anticipation of a Hearing:**

Should the employee commit a dismissible offence, the employer may suspend the employee's employment on full pay with immediate effect and the employee shall appear before a disciplinary committee as soon as possible.

**Demotion:**

Should the Chairperson upon completion of a disciplinary hearing decide that the employee should be demoted, the employee's salary/wages shall be adjusted accordingly with immediate effect.

If a disciplinary enquiry is held in the absence of the employee due to the employee's unavailability or refusal/failure to appear, the employer shall hand a copy of the disciplinary report to the employee or send a copy per registered post to his/her last known address.

The employee agrees to undergo any medical examination or examination by means of apparatus especially designed for this purpose of testing under the influence of liquor or a narcotic substance in the event of any suspicion by the employer or supervisor of such employee being influenced or effected.

The employee accepts the admissibility of such testing and result of such testing, and the submission of such report or result of testing will be sufficient proof of the state of influencing of such an employee on time of testing.

**18. DISMISSAL FOR INCAPACITY**

Should the employee be or become incapable of performing his/her duties as expected due to ill health or injury or because of poor work performance, the employer shall follow the guidelines set out in Schedule 8 of the Labour Relations Act, 1995.

**19. RETRENCHMENT**

The employer shall have the right to terminate this contract for reasons based on operational requirements, economic, technological, structural or other similar needs.



A handwritten signature in black ink, appearing to read "Jay Krishna".

"B9"

Should the employer contemplate the termination of this contract for these reasons, the employer shall follow the guidelines contained in Section 189 of the Labour Relations Act, 1995.

Should the employee's services be terminated as a result of these reasons, the employee shall be paid severance pay equal to one week's remuneration for each completed year of service with the employer or according to the minimum benefits as stipulated in Section 189 of the Labour Relations Act, 1995.

## 20. DESERTION

An employee shall be regarded as having deserted from his employer's service after a continuous absence of five working days without notification to his employer of his whereabouts, provided that:

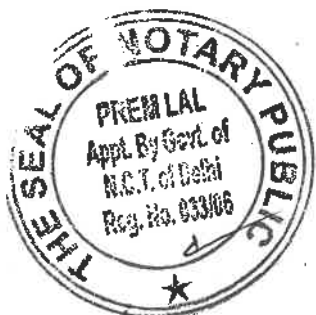
- 20.1. The employer attempts to contact the employee in writing at the last-known address supplied by the employee, informing the employee of his absence and of a disciplinary hearing to be held at the work place;
- 20.2. The employee be given a fair opportunity to state a case in response upon her arrival;
- 20.3. After the aforementioned five days has lapsed, a notice of desertion and for a disciplinary hearing will be send to the employee by registered mail to his/her last-known postal address or such notice will be handed to the employee or to a person over the age of 16 years at the employee's last known address. In the event of the employee failing to submit acceptable reasons for his/her absence and/or fails to attend the hearing, the employee will be deemed to have deserted and his services be terminated. The employer will serve a notice on the employee as prescribed above.

## 21. GRIEVANCE PROCEDURE

The employee shall lodge any grievance with the employee's immediate supervisor and Human Resources Manager. Should the supervisor not be able to solve the problem to the satisfaction of the employee, it will be referred to the employer whose decision on the matter will be final. The employee will only resort to an external dispute resolution mechanism if the employer has failed to resolve the grievance.

## 22. EQUIPMENT AND TOOLS

- 22.1. Should the employer issue the employee with any equipment, electronic equipment or tools for the purpose of the employee's work, such items shall at all time remain the property of the employer. The employee shall be responsible for the safe custody, maintenance and cleaning thereof and shall return such items in good condition, given fair wear and tear, on the employers' request. If the employee fails or refuses to return it, he/she authorises the employer to with hold such reasonable amount representing the value thereof from any monies due to the employee.
- 22.2. Should the employee damage or lose any property of the employer due to negligence or willfulness, the employer may deduct such damage or loss from the employee's wage/ salary, providing that such deduction may not exceed 25% (twenty five) of the employee's wage / salary at a time, and only after a inquiry into the circumstances of the incident was held.



*[Handwritten Signature]*

**"B10"****23. LOSS CONTROL**

- 23.1 The employee hereby consents to his/her person, property and vehicle being searched while on the premises of the employer and during work hours, by the employer or his/her nominated representative, provided that female employees shall be searched by female persons and male employees by male persons.
- 23.2 The employee acknowledges and associates him/herself with the fact that close circuit television and other camera surveillance equipment will be used in the workplace to monitor and control theft and other losses. The employee also agrees that visual material obtained in this fashion could be used as exhibits.

**24. CONFIDENTIALITY AND CONFLICT OF INTEREST**

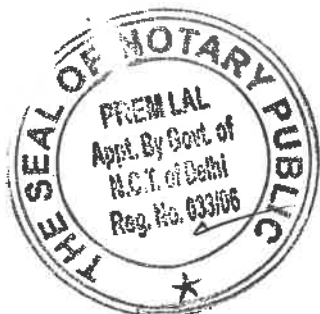
By virtue of this position and function within the Group the employee will be exposed to confidential information regarding the organisation and its staff.

The employee may not during his employment or at any time thereafter disclose to any person, firm or organisation, (save as may be required by reasonable exercise of your duties) any knowledge, information or documentation which the employee may be exposed to concerning the company or any of its staff, its financial affairs, business dealings, correspondence, connections or otherwise.

All books papers, correspondence, documents, records or other possessions of the company which may come into the employees possession during the currency of his employment shall be and remain the company's property and shall be returned to the Group after termination of the employment contract. The employee will refrain from any conflict of interests with the employer and will not engage him/herself in a similar business than that of the employer whilst employed by the employer and which causes a conflict of interest, unless the employer consents in writing.

**25. RESTRAINT OF TRADE**

- 25.1 The employee undertakes not to be engaged in any other business, in competition with the employer's business, be it direct or indirect, or as a shareholder, partner, member of a Close Corporation, director of a company or in any other capacity, within one year after termination of this agreement, unless agreed to by employer.
- 25.2 The employee acknowledges and agrees that the aforesaid restraint is fair, reasonable and necessary for the protection of his employer, his employer's trade name and the goodwill attached thereto.
- 25.3 Without prejudice to any other rights which the employer may have in law, the employee acknowledges that the agreed damages due to his/her employer will be an amount of R5 000-00 maximum in respect of each calendar month during which any breach of the aforesaid restraint continues, and that the employer shall be entitled to recover such amount, and any associated recovery costs, from the employee in respect of such breach.



A handwritten signature in black ink, appearing to read "Prem Lal", written over a horizontal line.



**"B11"****26. SAFETY MEASURES**

The employee will strictly adhere to all safety measures announced from time to time by the employer. Non-compliance will be considered to be serious misconduct, and the employer is hereby indemnified by the employee towards any liability resulting from an injury or illness as a result of non-compliance with safety measures.

**27. BUSINESS VEHICLES**

- 27.1 Should the employee as driver of a business vehicle be responsible for any traffic offences, the employee will be responsible for all fines as a result of such traffic offences. Except if the fine relates to the maintenance of or defects on the vehicle, on condition that the driver inspected the said vehicle and reported the defect, prior to utilising the vehicle.
- 27.2 Should the employee as driver of the business vehicle be involved in an accident caused by the negligent, wilful or unlawful conduct of the employee, he/she will be responsible for all damage caused.
- 27.3 Business vehicles may under no circumstances be used for private purposes, and under no circumstances may any private persons be transported in or on such vehicle. The employer is indemnified against any action due to an employee's failure to comply with this provision.
- 27.4 If the vehicle is fitted with a gear lock or alarm it must at all times be activated whenever the vehicle is not in use.

**28. EMPLOYEE COMMUNICATION**

The employee is not entitled to use business equipment, inter alia, telephones, cell phones, Fax machines and computers, for private purposes without the employer's prior permission, unless an emergency or a policy, to the contrary exists.

The employer reserves the right to access, monitor, record, read, filter, block, delete, use and act on any incoming or outgoing telephone calls / email messages sent or received by the employee, attachments to such emails, hyperlinks in such email messages or attachments, websites visited by the employee and files or records saved automatically, or by the employee, on the employer's equipment

**29. TRAINING**

The employer will accept responsibility for the costs of applicable training which the employee is unable to provide itself, provided that costs that have been incurred with regards to the said training will be recovered from the employee in the event of him leaving the employer's service within the period of two years after having completed the said training from any amount due to the employee.

**30. Smoking**

The company complies with the Anti-Tobacco Legislation and as such employees are expected to make use of the designated smoking areas that are provided.

**31. ANNEXURES AND COMPANY POLICIES**

The schedule annexures, company policies and procedures are available any time in HumanResourcesDepartment for employee's reference.



A handwritten signature in black ink, appearing to read 'Rajiv', is written over the page number.

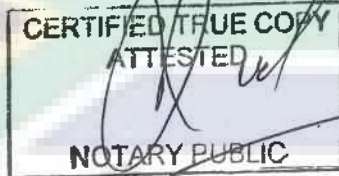
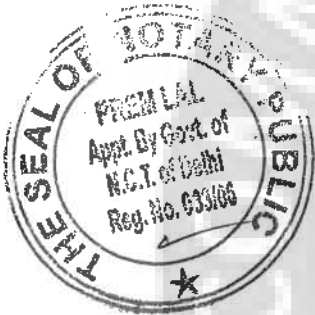
**"B12"****32. GENERAL**

It is a condition of employment that the employee is subject to and bound by the Company's Disciplinary Code, policies and procedures, rules and regulations, safety and house regulations, standing orders and circulars, as amended or amplified from time to time, which shall be available to the employee on request. All rules and policies announced from time to time by the employer will form an integral part of this agreement.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

**WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**EMPLOYEE****EMPLOYER****05 APR 2019**

**PREM LAL**  
Notary Public  
Chamber No. 137, Lawyer's Block,  
Distt. Court Saket, New Delhi-110017  
Ph. : 9818017970



SOUTH AFRICA (<https://www.dailymaverick.co.za/section/south-africa/>)

## Guptagate 27.0: Immigration laws? What immigration laws?

(<https://www.dailymaverick.co.za/author/barrybateman/>)  
utm\_source=DM\_1

By Barry Bateman • 16 September 2013



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**An Eyewitness News investigation has uncovered blatant disregard for immigration laws by the Gupta-owned Infinity Media, parent company of the newly launched Africa News Network 7. Seven Indian employees have been confirmed as being in South Africa on visitor permits, but it's alleged that all the imported labour are working at the station illegally. By BARRY BATEMAN.**

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ANN7 has been dogged by controversy from day one, mostly for its embarrassing live bloopers. But two weeks ago former consulting editor, Rajesh Sundaram, left the station making dramatic claims about editorial interference from Atul Gupta, meetings with President Jacob Zuma and pledges by the group to be sympathetic to the African National Congress in the run-up to next year's elections.

Infinity Media management branded Sundaram as a lying, disgruntled employee who had tried to extort money from management. Sundaram maintains that the company owes him money for overtime.

Sundaram made numerous allegations at the time, including that there were widespread immigration irregularities related to the visas used to get the large Indian contingent of employees into South Africa.

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Questioned about these allegations, Infinity Media chief executive, Nazeem Howa, said, "We are fully compliant with all labour legislation. Given the ultra-modern equipment we have installed at the channel, we have some colleagues from our Indian shareholder helping with the launch and setting up the channel."

While Howa referred to Sundaram's claims as "wild allegations", Eyewitness News has independently verified immigration records which show that Anand Prakash Lal, Deepak Kaushik, Sanjay Pandey and Vishnu Shankar all entered SA stating that the purpose of their visit was for a holiday.

Prakash Lal was the production control room head, Kaushik was employed as a vision mixer, Pandey was involved in production and Shankar was employed as an output editor.

Eight names, including these four, were submitted to Home Affairs to confirm their visa status.

Home Affairs director general, Mkhusele Apleni, said of the list of eight names Eyewitness News supplied to the department, seven had entered the country on visitor permits, and one on an inter-company transfer visa.

Apleni said this permit would allow the person multiple entries to the country over a set period of time, but employment is prohibited.

Immigration attorney Julian Pockroy said an Indian national on a visitor permit as envisaged by Section 11 of the Immigration Act 13 would only be allowed into the country on either a holiday, business appointments or to attend a short course or lecture.

"This means that they may not take up employment nor may they conduct work-related activities and may only conduct holiday activities," said Pockroy.

He added that this type of visitor permit does not allow a change of status to that of a work or other permit under current Department of Home Affairs policy.

Penalties for contravening the legislation include deportation for the employee as well as being blacklisted, while fines of up to R30,000 may be issued to the employer for each non-compliant employee.

Two weeks ago Jackie McKay, Deputy Director General Immigration Services, told Eyewitness News that the department would only investigate Sundaram's allegations if a formal complaint were lodged.

A day after the comment, Sundaram lodged the complaint, sending it to McKay, Apleni and several other senior officials. Apleni claims to have no knowledge of the complaint, despite being one of the recipients.

**"C5"**

"We will act on any complaint which is submitted to the department. As you know this department is promoting zero-tolerance to corruption, fraud or anything which goes against our laws," he said.

Sundaram further alleges that all visas issued to Indian nationals were routed through the office of Sahara Computers chief executive, Ashu Chawla.

This is the same Chawla identified in the Waterkloof Air Force Base investigation as playing a key role in arranging for the unauthorised landing of an aircraft carrying more than 200 Gupta wedding guests in April.

The investigation found that Chawla, assisted by an unnamed official at the Indian High Commission, had misled government officials into thinking that the Gupta plane was carrying four Indian government ministers.

"The collusion between Chawla and an individual in the Indian High Commission to abuse diplomatic channels to request flight clearance is of concern and improper," the report stated.

Said Sundaram, "I believe he used his influence in the South African president's office to get these visas issued in a matter of days without the proper process being followed."

"I know that political pressure from the highest level was exerted on officials at the South African High Commission in Delhi to expedite these visas," Sundaram added.

All attempts at contacting Howa yesterday were fruitless. DM

**Want to watch Richard Poplak's  
audition for SA's Got Talent?**



Who doesn't? Alas, it was removed by the host site for prolific swearing\*... Now that we've got your attention, we thought we'd take the opportunity to talk to you about the small matter of book burning and freedom of speech.



M Gmail

Rajesh Sundaram &lt;rajeshsundaram05@gmail.com&gt;

"D1"

**Urgent action : Formal complaint # 3 against destruction of evidence by M/S Gupta and Goel**

Rajesh Sundaram &lt;rajeshsundaram05@gmail.com&gt;

9 October 2013 at 11:31

To: mkuseli.apleni@dha.gov.za, jackie.mckay@dha.gov.za, castro.khwela@dha.gov.za, rudzani.rasikhinya@dha.gov.za, avril.williamson@dha.gov.za, ronnie.mamoepa@dha.gov.za

Bcc: Sarah Evans &lt;sarahE@mg.co.za&gt;, Naledi Mailula &lt;mailulanaledi@gmail.com&gt;, Glynnis Underhill &lt;GlynnisU@mg.co.za&gt;, Charl Blignaut &lt;Charl.Blignaut@citypress.co.za&gt;, Barry Bateman &lt;barryb@ewn.co.za&gt;

Dear Mr Apleni,

This has to do with the two formal complaints filed through email to your office dated the 4th and 6th of September related to the mass visa rule violations and attempts to destroy evidence at the Gupta Family managed television station ANN7.

I read with dismay a written reply by the Hon. Naledi Pandor, minister of home affairs in Parliament yesterday. Incorrect facts are part of the reply and this will dilute the charges against the accused and help them avoid harsh punishment.. These are

1. That only 8 employees violated visa laws. The number is much higher and only a full transparent probe involving whistle blowers like me will unearth the full extent
2. All 4 employees who have been asked to leave SA were employees and not trainers as erroneously mentioned in the reply. They were working at various editorial and technical positions at ANN7. The same can easily be verified if ANN7 employees are assured anonymity and asked to describe the job profile of these individuals
3. I was the editor at ANN7 and can affirm that there the staff at ANN7 were never put through a structured training involving expert trainers. Any member of the ANN7 newsroom will vouch for this.
4. These employees were paid a salary advance in cash in India in Indian rupees and were given accommodation and food in SA. I was informed that payment was made to them at the office of Mr Laxmi Goel at New Delhi by his personal assistant Laly Thomas in cash. Laxmi Goel is a director at Infinity Media.
5. All the visa violators have been assured that they will be given 'Intra Company transfer' visas on their return to India despite their status as willful violators of visa conditions at the first instance.
6. Some of these people have already applied for visas again at the South African High Commission in New Delhi.
7. They have been asked to pay a fine of Rand 1000, before they apply again for a visa. Drafts for this amount are being given by the office of Mr Laxmi Goel, Director, Infinity Media.
8. After I filed my first formal complaint with your office, Atul Gupta and the management at ANN7 arranged for many of their employees working without the required visas to leave SA at the earliest. This amounts to manipulation and criminal destruction of evidence and should be investigated as such. I had written a formal complaint in this regard on the 6th of September.
9. These personnel are being hired for positions which need skills abundantly available in South Africa. They are taking up jobs that belong to young South Africans.

I am ready to give evidence on an affidavit whenever required by you and am willing to assist with a fresh probe, if you wish to reopen some of the issues.

You have not acknowledged any of the 2 mails I have sent you, can you please acknowledge this mail.





FP-JGZ-2048

Warm regards

Rajesh Sundaram  
+919873713008  
+911142401763

**"D2"**

On 6 September 2013 08:33, Rajesh Sundaram <rajeshsundaram05@gmail.com> wrote:

Dear Mr Apleni,  
Director General  
Department of Home Affairs  
Government of South Africa

Dear Sir,

I am pained to note that despite my formal complaint to you a few days ago, I have not got an acknowledgement from you.

I would also like to report that Infinity Media shareholders Atul Gupta and Laxmi Goel have started a large scale cover up operation to hide the tracks of the visa fraud they were perpetrating.

While a bulk of the dozens of Indian laborers have quickly left South Africa, many Indian nationals who had come on business visas are being asked to stop reporting to work after I made my complaint to you public.

I fear they will be sent back to India as a means to destroy evidence.

You can still probe the issue by discreetly seeking details from the editorial staff about the work done by the Indian nationals who came in on business visas.

These include Sanjay Pandey, Vishnu Shankar, Anand Prakash Lal, Shamin among others.

The delay in probing the matter has already given time to Mr. Gupta and Mr Goel to destroy evidence and cover their tracks.

I hope you will acknowledge my mail and start a probe at the earliest.

Rajesh Sundaram

On 4 September 2013 16:30, Rajesh Sundaram <rajeshsundaram05@gmail.com> wrote:

Dear Mr Apleni  
Director General  
Department of Home Affairs,  
Government of South Africa

Sir,

This is to bring to your notice that I was serving as Consulting Editor at ANN7, part of Infinity Media.

During this time Infinity Media issued various visas to Indian nationals. These could be broadly classified as follows

1. Intra Company transfer related "Temporary Residence Permits"
2. Business Visas

I would like to bring to your notice that there has been large scale abuse of 'business visas' issued for Infinity Media.

Many Indian nationals who have been issued business visas have actually been employed at various editorial and technical positions at ANN7 television news station.

Some have even had their business visas renewed many times over in SA without going back to India.



This was done willfully and deliberately by Mr Atul Gupta chairman and Laxmi Goel director of the company.

Also Indian nationals with skills abundantly available in SA have been issued permits and visas without proper scrutiny.

Skills like 'cameraman', 'video editor' " Playout technician " ' panel producers' and various other positions in the production control room and positions like 'rundown producer' ' copy desk producers' etc. on the output desk are easily available in SA.

I was part of the hiring process and can say on record that these skilled personnel are available in SA. However, they are more expensive in SA and tend to work lesser hours in a week. This is the reason why positions mentioned above were filled with Indian nationals. Some of these Indian nationals are working at ANN7 right now.

Also dozens of Indian masons, carpenters, laborers and workers were involved in the construction of the studio and newsroom. These were working around the clock to ensure timely completion of the project. I have found out now that these too did not have the required permit to work in SA.

The working conditions for these masons, carpenters, laborers and workers was poor and violated minimum conditions and pay scales stipulated for construction workers as per South African law.

All visas issued to Indian nationals were routed through the office of Mr Ashu Chawla, CEO of Sahara Computers. I believe he used his influence in the South African president's office to get these visas issued in a matter of days without the proper process being followed. I know that political pressure from the highest level was exerted on officials at the South African High Commission in Delhi to expedite these visas.

I request you to kindly investigate the issue of these visas which have been done without following the due process, I would also request you to investigate violation of visa conditions and restrictions.

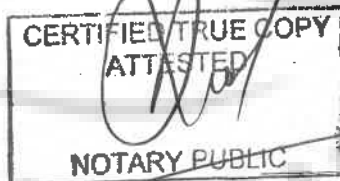
I fear Mr Atul Gupta and Mr Laxmi Goel have already started the process of destroying evidence and covering their tracks. Timely action by your office is most urgently required.

I have been an employee of Infinity media and can help you identify and probe these violations. I am willing to travel to SA to assist with the probe if required subject to my safety being guaranteed.

As you are aware I have been subject to intimidation and coercive tactics by Mr Gupta and Mr Goel since I resigned.

I hope you will acknowledge my email and start the probe soon.

Rajesh Sundaram  
New Delhi  
4/9/2013



05 APR 2019

PREM LAL  
Notary Public  
Chamber No. 137, Lawyer's Block,  
Distt. Court Saket, New Delhi-110017  
Ph. : 9818017970





"E1"

## चेत्तीकरण

विदेशों में रहने वाले भारतीय नागरिकों को बताया है कि वे निकटतम भारतीय मिशन/केंद्र में अपना पंजीकरण करवाएं।

## चेतावनी

यह पासपोर्ट भारत सरकार की सम्पत्ति है। इस पासपोर्ट के बारे में किसी पासपोर्ट अधिकारी से इसके धारक को यदि कोई सूचना मिलती है जिसमें पासपोर्ट लौटाने की मांग भी शामिल है तो उसका तुरंत अनुपालन किया जाए।

यह पासपोर्ट डाक द्वारा किसी भी देश से बाहर न भेजा जाए। यह पासपोर्ट धारक या उसके द्वारा प्राधिकृत व्यक्ति के कब्जे में ही होना चाहिए। इसमें किसी भी प्रकार का फेरबदल या विकृति नहीं की जानी चाहिए।

पासपोर्ट गुप्त हो जाने, चोरी हो जाने अथवा नष्ट हो जाने पर उसकी सूचना भारत में सबसे निकटतम पासपोर्ट अधिकारी को अथवा यदि पासपोर्ट धारक विदेश में है तो निकटतम भारतीय मिशन/केंद्र और स्थानीय पुलिस को तत्काल ही जानी चाहिए। विलुप्त पृष्ठों के बाद ही दुप्लिकेट पासपोर्ट जारी किया जाएगा।

## REGISTRATION

INDIAN CITIZENS RESIDENT ABROAD ARE ADVISED TO REGISTER THEMSELVES AT THE NEAREST INDIAN MISSION/POST.

## CAUTION

THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF INDIA. ANY COMMUNICATION RECEIVED BY THE HOLDER FROM A PASSPORT AUTHORITY REGARDING THIS PASSPORT INCLUDING DEMAND FOR ITS SURRENDER SHOULD BE COMPLIED WITH IMMEDIATELY.

THIS PASSPORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POST. THIS SHOULD BE IN THE CUSTODY EITHER OF THE HOLDER OR OF A PERSON AUTHORIZED BY THE HOLDER. IT MUST NOT BE ALTERED OR MUTILATED IN ANY WAY.

LOSS, THEFT OR DESTRUCTION OF THIS PASSPORT SHOULD BE IMMEDIATELY REPORTED TO THE NEAREST PASSPORT AUTHORITY IN INDIA OR IF THE HOLDER IS ABROAD, TO THE NEAREST INDIAN MISSION/POST AND TO THE LOCAL POLICE. ONLY AFTER EXHAUSTIVE ENQUIRIES SHALL A DUPLICATE PASSPORT BE ISSUED.

38

रिश्ता / कायदाई अधिपतिधर का नाम / Name of Father / Legal Guardian

KONDIYARA CHATU SUNDARAM

माता का नाम / Name of Mother

GEETA SUNDARAM

पति या पत्नी का नाम / Name of Spouse

RASHMI SANYAL

पता / Address

B-2/ 301, SATYAM APARTMENTS

VASUNDARA ENCLAVE, DELHI

PIN: 110096, DELHI, INDIA

यहां जारी होने की तारीख और जगह का पता / Date and Place of Issue / Old Passport No. with Date and Place of Issue

E7710144

06/02/2004

पासपोर्ट / File No.

DL1870775013013

DELHI

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05 APR 2019

PREMLAL

Notary Public

Chamber No. 137, Lawyer's Block,  
Distt. Court Saket, New Delhi-110017  
Ph: 9818017970









"E3"

<p>OR TANGBO INTERNATIONAL AIRPORT REPUBLIC OF SOUTH AFRICA ENTRANCE (458)</p> <p>2013-09-03</p> <p>VALID UNTIL 2015/05/20</p> <p>CONDITIONS WORK</p>	<p>092 011 7013</p> <p>REPUBLIC OF SOUTH AFRICA</p> <p>2013-09-02</p> <p>458</p>	<p>Control No. A04701810 DHA-1635 REPUBLIC OF SOUTH AFRICA</p> <p>INTER COMPANY TRANSFER PERMIT</p> <p>Mr. SUNDARAK P</p> <p>Passport No. F9491213</p>	<p>Temporary Residence Permit Issued at NEW DELHI ON 01/07/2013</p> <p>Mr. S. Sundar P No. of Entries: Multiple Period of Validity: 2013-05-20</p> <p>SECONDMENT TO THE NEW DELHI EDITOR FOR 24 MONTHS FROM EXTEND AT NOT CHARGE CONDITIONS TO ENSURE LOCAL SKILLS TRANSFER WITHIN PERIOD</p> <p>1401147</p>
<p>16</p> <p>विज़ा / VISA</p>	<p>17</p> <p>विज़ा / VISA</p>	<p>18</p> <p>विज़ा / VISA</p>	<p>19</p> <p>विज़ा / VISA</p>

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CERTIFIED TRUE COPY  
ATTACHED  
NOTARY PUBLIC

05 APR 2019



Chamber No. 107, Lawyer's Block,  
Distt Court Bldg, New Delhi-110017  
Ph: 9613017970



**"F1"****van der Merwe****&**  
Associates Incorporated

Attorneys • Notaries • Conveyancers • Prokureurs • Notarisse • Aktevervaardigers

Our ref : MR. P. VAN DER MERWE/yg/INF0003

Your ref: MR RAJESH SUNDARAM

04.10.2013

**MR. RAJESH SUNDARAM**BY E-MAIL: [rajeshsundaram05@gmail.com](mailto:rajeshsundaram05@gmail.com)

Dear Sirs,

**IN RE: YOURSELF / INFINITY MEDIA NETWORKS (PTY) LTD**

We confirm that we act on behalf of our client, Infinity Media Networks (Pty) Ltd ("our client").

It is our instructions to place the following on record:

1. You entered into a written contract of employment with our client on or about 1 May 2013. In terms of this agreement you were employed as a consulting editor. You were responsible for, amongst others, the acquisition and maintaining of the required levels of knowledge and skills to be enabled to consistently comply with the operational requirements of the job description and key performance areas as may be determined from time to time.
2. On or about 27 August 2013 you tendered your immediate resignation in writing. In this letter you stated the following:
  - 2.1 The three months you've been working with our client has been "by far the best phase" in your career;



Directors / Direkteure: Gert van der Merwe (BLC LLB), Pieter van der Merwe (LLB)  
 Assisted by / Bygestaan deur: Ilze van der Merwe (LLB), Marike Pienaar (B.Com, LLB)  
 \*Ilanie Loots (LLB), \*Johann Schalkwyk (LLB) (\*Midrand)

Reg no: 2006/015908/21

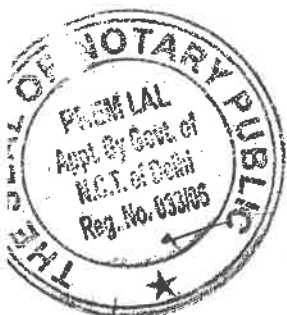
Street &amp; Postal address / Straat- &amp; Posadres:

Ivystraat 41 Ivy Street, Clydesdale, Pretoria, 0002  
 Tel: (012) 343 5432 • Fax/Faks: (012) 343 5435**VALID OUT SIDE INDIA**



**"F2"**

- 2.2 Working for our client was an honor and privilege;
  - 2.3 You have gained a lot from the wonderful management team, both as a journalist as well as a manager;
  - 2.4 The passion and determination you have experienced will remain with you throughout your life;
  - 2.5 You wish to resign as a result of the fact that you want to spend time with your ailing mother;
  - 2.6 You have the highest love, regard and respect for our client's representatives.
3. After you resigned, our client was astonished by various media articles in which different unfounded and defamatory statements were made by yourself. You unfortunately went as far as to divulge confidential information which is strictly prohibited in terms of clause 24 of your employment contract.
  4. You entered into a valid written employment agreement and are bound by the aforementioned confidentiality clause.
  5. It is common cause that you did not develop your skills to fulfill your duties as consulting editor and that you could not cope with the pressure required by this portfolio.
  6. Your lack of competency is confirmed by your actions after your resignation. Your attempts to discredit our client is nothing more than an attempt to sidestep civil action which will be instituted against you as a result of your failure to comply with your contractual obligations.
  7. The initial hick-ups after the launch of ANN7 were directly a result of your failure to fulfill your duties. You knew that you were responsible for these hick-ups as consulting editor. As a result of your failure to fulfill your duties, ANN7 suffered damages which will be claimed from you.



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Assisted by / Bygestaan deur: Ilze van der Merwe (LLB), Marike Pienaar (B.Com, LLB)  
\*Itanie Loots (LLB), \*Johann Schalkwyk (LLB) (\*Midrand)

Reg no: 2006/015908/21

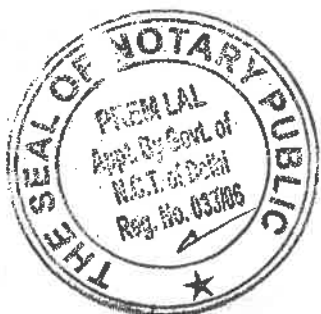
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A handwritten signature in black ink, appearing to read 'J. L. K. S.' with a stylized flourish at the end.

**"F3"**

8. Our client did not publicly publish your absolute incompetence as they believed that, it would not only be embarrassing for you and your family, but also unethical in the light of the confidential relationship which existed between yourself and our client.
9. Our client remains committed in honoring the confidential nature of the relationship. It is however unfortunate that you have resorted to devious and ruthless tactics which clearly displays your lack of integrity as a senior journalist.
10. We urge you to refrain from publishing any further comments in regards to your employment with our client.
11. It seems that you might be of the opinion that, if you flee from your responsibilities in a country, that you do not have to adhere to your contractual obligations. This stance will not be tolerated by our client. We will take legal action against you in South Africa as well as in India.
12. Your smear campaign against our client contains not only dishonest and untrue allegations but also divulge information which you were exposed to during your time of employment. If you continue to divulge this information we will proceed to apply for an interdict. We assume that it will be unnecessary to inform you that you will be held liable for these costs.
13. Despite the damages suffered as a result of your incompetence (whilst still in the employment of our client), our client also suffered damages as a result of your defamatory allegations.
14. We have instructions to issue summons against you and therefore requires the details of the address where papers can be served. We assume that you will accept the invitation to openly and publically, in a court of law, substantiate your allegations and that you will therefore provide us with your address for accepting court papers.
15. It will be disappointing if you refrain from providing us with your details and if you continue with your vindictive smearing campaign in the media (where it is not necessary to prove the allegations as true).



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Assisted by / Bygestaan deur: Ilze van der Merwe (LLB), Marike Pienaar (B.Com, LLB)  
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Tel: (012) 343 5432 • Fax/Faks: (012) 343 5435

A handwritten signature in black ink, appearing to read 'Pieter van der Merwe'.

**"F4"**

It is clear from the wording of your resignation letter and the statements made in the media that you blow both hot and cold, depending on your circumstances. We reiterate that our client is not going to entertain your spurious actions and that our client will maintain the confidential nature of the relationship.

Kindly provide us with your reply within 4 days after date hereof. If we do not receive your reply we will proceed to serve documents at your last known address you provided in your employment contract.

Yours faithfully,

**VAN DER MERWE & ASSOCIATES**

Per : PIETER VAN DER MERWE

[pieter@vdmass.co.za](mailto:pieter@vdmass.co.za)



**05 APR 2019**

**PREM LAL**  
Notary Public  
Chamber No. 137, Lawyer's Block,  
Distt. Court Saket, New Delhi-110017  
Ph. : 9818017970

Directors / Direkteure: Gert van der Merwe (BLC LLB), Pieter van der Merwe (LLB)  
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**EXHIBIT CC 1(b)**

**SUPPLEMENTARY  
AFFIDAVIT**

**OF**

**RAJESH SUNDARAM**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

2<sup>nd</sup> floor, Hillside House  
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Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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**INDEX: EXHIBIT CC 1(b)**

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Description	Pages
Supplementary affidavit of Rajesh Sundaram	01 to 33



**IN THE COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING  
ORGANS OF STATE ("THE COMMISSION")**

**AN INVESTIGATION INTO THE SOUTH AFRICAN BROADCASTING  
CORPORATION: SALE OF ARCHIVES TO INFINITY MEDIA/ANN7**

**SWORN SUPPLEMENTARY AFFIDAVIT**

I, the undersigned, **VALID OUT SIDE INDIA**

**RAJESH SUNDARAM**

hereby declare under oath as follows:

1. I am the son of K C Sundaram and resident of B2/301, Satyam Apartments, Vasundara Enclave, New Delhi- 100096; India solemnly affirm and stated as under.
2. I have been approached by investigators associated to the Commission of Inquiry into State Capture ("the Commission") and have been requested to provide an affidavit as to my knowledge as to the events which relate to meetings that took place between President Zuma and the Gupta's, during the establishment of a TV channel named ANN7.



The content of this affidavit is true and correct and falls within my own

personal knowledge, unless the contrary clearly appears from the context or is otherwise stated.

### MY ARRIVAL IN SOUTH AFRICA

4. I arrived in South Africa on the 3rd of June 2013 and stayed here until September 2, 2013. During this time I worked with the Gupta family owned Infinity media and worked as 'Editor' to set up 24/7 television news station called ANN7.
5. During this period. I was part of four meetings between former South African President Jacob Zuma and the top management team at ANN7 / The New Age. Mr Jacob Zuma was the president of South Africa during this time.
6. Three of these meetings took place at Mr Jacob Zuma's official residence at Pretoria. The fourth meeting took place at the Midrand office of ANN7.
7. Following is an account of those meetings:

#### FIRST MEETING

The first meeting took place at then President Jacob Zuma's official residence at Pretoria on the 22nd of June, 2013. Just a few days after my arrival in South Africa. The team had an appointment for 9 : 30.am. Mr Atul Gupta called me on phone late the previous evening to inform me about



A handwritten signature in black ink, appearing to read 'Saumaj Singh', followed by a horizontal line.

this meeting and that I had to attend.

9. I had earlier been told by Mr Atul Gupta to prepare a detailed presentation about all aspects of the TV project for the president. Three copies of this report were printed and bound by Mr Aslam Kamal an employee of 'The New Age' and close confidant of the Gupta brothers.
10. The presentation was a status report on the TV project. It contained details of the channel logo (designed by a designer in Delhi), A summary of how the content and presentation on the channel would be different from other channels, A detailed summary of the studio design, broadcast equipment and an update on the progress of all aspects of the station.
11. This presentation gave out a lot of confidential details. Details that most stations would reveal only to stakeholders at such an early stage in the project.
12. After I arrived in South Africa I got to know that the then President Jacob Zuma's son Mr Duduzane Zuma was a 30 percent shareholder in Infinity Media.

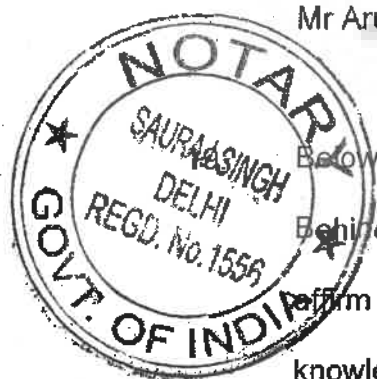


13. However, it was President Zuma who was more involved in the project and its setting up than his son.

14. I was told there would be a meeting with President Zuma a few days before the first meeting took place. The meeting could not happen earlier

as Mr Jacob Zuma had been traveling and was out of Pretoria.

15. I was asked by Mr Atul Gupta to keep the meeting confidential and that while discussing with the senior management team in office, I should refer to President Zuma as 'Number 9' and not by his name.
16. The meeting was coordinated by Mr Ashu Chawla, a close and trusted Gupta family employee who I was told worked with Sahara Computers.
17. I was told by Mr Atul Gupta that Mr Chawla was the point person for the family at the president's office, and that he coordinated and tied up all meetings with the President, senior ministers and ANC leaders. He was also the person who ensured that anyone the Gupta brothers wanted were issued visas for travel to South Africa.
18. The first meeting with Mr Jacob Zuma was attended by Mr Ajay Gupta. Mr Atul Gupta, Mr Nazeem Howa, Mr Moegsien Williams, Mr Ashu Chawla, Mr Arun Aggarwal and me.



Below is an excerpt from pages 94 to 104— of my book 'Indentured, Behind the Scenes at Gupta TV' about the first meeting. I hereby solemnly affirm that the account given here is true and factual to the best of my knowledge. 'Laxmi' mentioned in the excerpt is Mr Laxmi Goel, owner of Essel Media the joint venture partner with the Guptas in Infinity Media. 'Uday' is Mr Uday Kumar an employee of the Human Resources department at Infinity media. Mr Uday was hired in India and sent to South

A handwritten signature in black ink, appearing to be "Saurav Singh", written over a horizontal line.

Africa. 'Arun' is Mr Arun Aggarwal, the Business Head at ANN7. Mr Aggarwal too was hired in India and sent to South Africa.

19.1 *'Two days had gone by since we had been told about the meeting with Number 9, and there was still no talk of when we would meet with the president. Then, on one Saturday, 21 June at about 11 pm, when we had just returned home from office, I got a call from Atul informing me that President Zuma would return the following morning, and we had an appointment with him at 9:30 am.'*

19.2 *'I had moved out of the guest house by then and into an apartment that I shared with Arun. I woke up early and made tea. Arun came out of his room in a smart green suit. 'So we are meeting the big man today,' he said, almost taunting me to come up with a humorous retort. 'Yes, we are meeting the big man for two hours today,' I said. 'Let's finish our tea and get to the office quickly. I don't want us to be responsible for delaying the meeting.' I took the apartment keys out of my pocket and pointed them towards the door. 'The driver is waiting downstairs.'*

19.3 *'We reached the Midrand headquarters of The New Age in about 15 minutes. We worked for a couple of hours before Aslam called to tell us that a car from the Gupta fleet had arrived to take Arun and me to Pretoria. 'Please leave immediately and take the three copies of the presentation with you, Rajesh ji. Ajay ji, Atul ji, Nazeem ji and Mr Williams will leave in a convoy shortly. I have sent your vehicle number and details to Ashu Chawla, he will be waiting for you at the president's residence.'*



A handwritten signature in black ink, appearing to read 'Sauraj Singh'.



- 19.4 Ashu was the CEO of the Gupta-owned Sahara Computers. He had lived in South Africa for many years and was the Guptas' point man for any coordination with the president and the South African government. He was particularly close to President Zuma's son Duduzane.
- 19.5 I had heard his name mentioned for the first time when I was asked to apply for my temporary residence permit under the intracompany transfer process before I left India for South Africa. 'It can take months to get a South African work permit. It is a cumbersome process. We have to advertise the position in South African newspapers and then wait for six months, after which we provide evidence that we have not found a suitable local candidate.
- 19.6 Only then can we start the process of getting a work permit. Even so, if there is an official who does not agree, the request for a work permit can still be rejected,' Laxmi had told me right after I signed the contract to work for Infinity Media. 'But Ashu ji is a genius, and he has found a way around it. We will show the visas of people going to work in South Africa as intra-company transfer.
- 19.7 Just fill in the visa form, get police and medical clearance and get back to my office. My office will issue papers certifying that you are an employee of Essel Media being transferred to South Africa,' Laxmi added. 'But all the people I have recruited to be the core team to launch ANN7 have got contracts from Infinity Media and not Essel Media. They have never



worked for Essel Media.

19.8 *I hope this is not illegal?' I asked. 'Absolutely legal, Rajesh. What rubbish are you thinking? Trust me, Ashu Chawla will tell Shakeel at the South African High Commission to accept your application forms. Shakeel and his bosses at the visa section have a message from the South African president's office to expedite the visas. Do you think the president would do something illegal?' Uday Kumar from HR went to the High Commission directly without informing Ashu a day later. The High Commission refused him entry, the reception connected him to the visa section, and the guy who picked up the phone told him, 'There is no Shakeel at the visa section.'*

19.9 *Laxmi was very upset when he found out. He sat Uday down and read out the rules for applying for a visa in the future. 'Look Uday, I am upset that you would make such a stupid mistake. You should inform Ashu ji, and only when he tells you the appointed date and time should you go or send anyone to the High Commission. 'It is not simple. They have to speak with the most senior people in government, and only after that is a message sent to the High Commission to accept the documents and process them without creating a fuss,' Laxmi said in a tone that was not his usual polite*



*So it was clear to me very early on, even before I ever met him, that Ashu could pull strings in the government. He was close to the president and had a reputation for getting the toughest jobs done expeditiously for the*

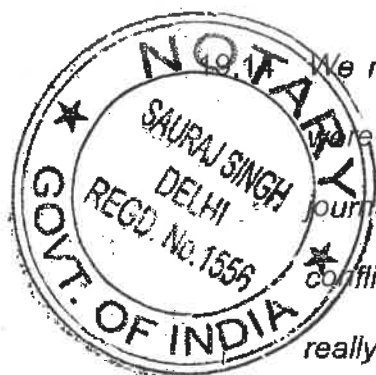
A handwritten signature in black ink, appearing to read "Sauraj Singh".

Guptas. When Arun and I went to the car, we heard 'Ram Ram', a greeting popular in North India's small towns and villages, curiously from one of the Guptas' white drivers.

19.11 An overwhelming majority of the personal employees that the Guptas had were white. This always baffled me a bit. For all the talk Atul gave us about his 'objective' to empower the 'poor and suffering black population' that was still 'being crushed under economic apartheid', I did not see a single black employee during my various visits to their residence.

19.12 The chefs were Indian nationals, the bodyguards were mostly white, and so were the people who served food to the guests. The driver politely changed the radio station to Lotus FM, which played music in various Indian languages.

19.13 There was a Gujarati Hindu prayer on. I am not religiously inclined and asked him to change to any radio station he preferred. It was an easy journey from Midrand to Pretoria that Sunday morning, as the road was free of weekday traffic. Ashu kept calling every few minutes to find out where we were, and the driver would give him our exact coordinates.



We reached the main gate of the president's residential compound and were stopped at the security checkpoint. Compared to my experience as a journalist in the United States, UK, India, Afghanistan and even post-conflict Sri Lanka, the security at President Zuma's official residence was really very lax.

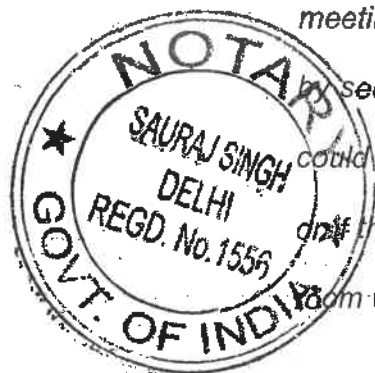
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19.15 Ashu had conveyed the car's registration number, and the driver was waved in without any fuss. The security personnel did peer into the car as we passed by, but they did not ask us for any identification, although Arun and I were carrying our Indian passports just in case. The car drove to the front stoep of the main building and dropped us at the entrance. The driver then parked right in front of the stoep among about a dozen other cars. 'The president must be having a busy Sunday,' Arun whispered to me.

19.16 We were ushered into a well-appointed room to the extreme right of the entrance. There was no frisking, we were not asked to pass through metal detectors and were not required to give our names and details to any of the security personnel. We just walked in.

19.17 I was carrying my cellphone and my laptop as well as the three copies of the spiral-bound presentation that Atul had wanted to be printed and bound: one for President Zuma, one for Ajay and one for me to keep in my hand while I made the presentation.

19.18 Electronic devices are generally not allowed to be carried for such meetings and even when they are allowed they are thoroughly screened by security personnel. I could not see any X-ray machines at the venue. I could not figure out if this was special treatment for the Gupta delegation, or if the security was generally of a low standard. Ashu was waiting in the room when we entered. This was Arun and my first meeting with him.



A handwritten signature in black ink, appearing to read "Sauraj Singh".

19.19 Ashu was a reticent man in his mid-forties. He was not very outgoing and seemed very preoccupied. He gave us a limp handshake and went back to the corner of the room opposite the door at the far end. His phone was charging, and he was constantly sending and receiving messages. 'When are the others joining us?' I asked him by way of making polite conversation. He gave me a bit of a smile and continued to fiddle with his phone.

19.20 The room had a shelf with a neat collection of leather-bound books; there was a television set mounted on the wall at the far end; a coffee table in the middle with couches around it and ornate chairs in each corner. Ashu seemed worried. While the place seemed like a waiting room, there was no one else there, only the delegation from the Guptas. I had seen many cars parked outside; surely there were more visitors?

19.21 It soon became clear to me that we were not packed into a general 'visitors' room' and that this was a space specially reserved for us. There was a knock on the door. Ashu jumped up. It was a member of staff from the president's office who came in to ask if we would like 'water, tea or coffee'. 'No, thank you very much,' Ashu decided for all of us. Arun and I nodded politely in agreement. I was wondering why the others were not here if we had an appointment at 9:30. It was already 10.



Ashu's body language made it clear that something was amiss. After another half hour passed, the door opened, and the remaining members of the delegation entered. Atul entered first, dressed in a dark suit, followed

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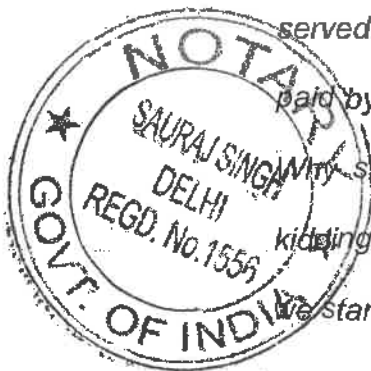


by Ajay in casual trousers and jacket. Nazeem and Moegsien appeared in their usual smart suits and ties.

19.23 Ashu sprang to his feet and rushed towards the door, bowing to touch Ajay's feet. He then moved quickly and touched Atul's feet. Ajay acknowledged this gesture of respect like any North Indian feudal lord would; he made a half-hearted attempt to stop him. 'There are a lot of visitors today, sir, but we have been told he will come and meet us soon. Please sit, sir,' Ashu told Ajay.

19.24 The two chairs closest to the entrance were reserved, I was told by Nazeem, for the president and the head of our delegation, Moegsien. Nazeem sat on the couch near the entrance, facing the chair reserved for the president, and Ajay sat beside him. Arun and I sat on the couch opposite them, with me next to Moegsien. Atul sat on the chair near the television. Ashu sat in the corner opposite Atul, fiddling with his phone, which was still charging.

19.25 The staff member from the president's office came in again and asked if we needed any drinks. We asked for various beverages, which were soon served. 'You journalists have no issues taking advantage of hospitality paid by the taxpayer?' joked Atul. 'Why? I pay taxes here in South Africa. Why should we not?' I asked him, only half-joking myself. 'I was only kidding. You know we have paid taxes for all our companies from the day we started our business.'



A handwritten signature in black ink, appearing to read 'Sauraj Singh'.

19.26 *Ajay ji has a philosophy about taxes. When God has given us so much wealth, why should we do something as petty as not pay taxes and always be scared of being caught?' he replied. He looked at Arun and said, 'You are a chartered accountant. You know how it is in India. All the respectable companies maintain two books. One for internal use, and one for the tax department. We have never done that.' It was now about 20 minutes since Ajay had come in, and he was getting visibly impatient.*

19.27 *He turned to Ashu and made a gesture. Immediately Ashu left his phone and went out. He came back a few minutes later. 'Ajay ji, there will be a further delay. I am told he is in some long meetings with ministers. We have been asked to wait,' Ashu said. 'You know I hate to wait, Ashu ji. Please tell them we will have to leave if he does not have time for us today,' he said. I could tell Ajay was not his calm self now.*

19.28 *Ashu again left the room and did not come back for quite a while. While he was out of the room, Ajay started explaining the origin of the channel name. 'President Zuma suggested we name the news channel "Africa News Network" in the last meeting we had with him on the issue. The name was already taken, so we decided to call it "Africa News Network 7".*

19.29 *We must make the president feel important, and tell him that we are taking suggestions given by him seriously. He will like it if we seek suggestions from him on how to run the news channel. He would like to see us as his own channel. We do not have to implement all his suggestions, but he would like it if we ask him for advice.' Atul then took out the TV remote and*



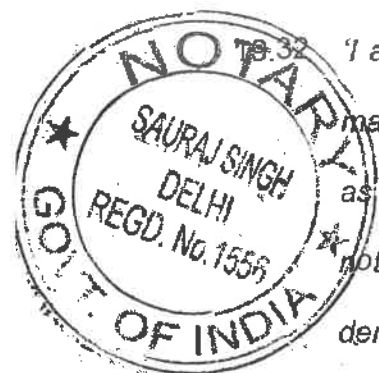
A handwritten signature in black ink, appearing to read "Atul", with a horizontal line extending to the right.

switched to the Indian news channel New Delhi Television, NDTV. 'We want all the graphics on our channel like NDTV.'

19.30 We should have the graphics at the top and the bottom of the screen. There should be many layers. The people of South Africa want a screen that keeps moving and updating. They do not get that with eNCA.' I tried explaining to him how it was considered less sophisticated to have too many graphic bands and elements on the screen, how it would be better to have a cleaner screen with a graphic band only in the lower third of the screen. This was not what he wanted to hear. 'I want the screen to be cluttered; we must dazzle our viewers with as many elements as we can.' It was past noon now, and Atul was getting very impatient.

19.31 Ashu, who had come back, was sent out again to inform the president's people that we would be leaving. 'We will come back another day for the presentation,' Atul said. Ashu left the room and returned within a few minutes. 'Ajay ji, President Zuma has sent word that he will come out of the meeting and see us for a while. He wants us to wait,' Ashu told Ajay. Even as he was speaking, President Zuma entered the room.

19.32 'I am very sorry about the delay. I was away from Pretoria and there are many issues my ministers want to discuss with me,' President Zuma said as he came into the room, alone, with a broad smile on his face. He was not as tall as I thought he would be. I could sense from his informal demeanour that he knew the brothers quite well.



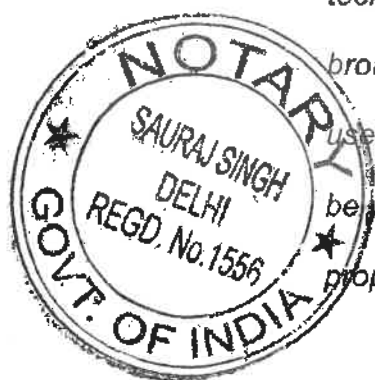
A handwritten signature in black ink, appearing to read 'Atul'.

19.33 Ajay introduced me and Arun. 'This is Rajesh Sundaram. He is the editor of the television project, and this is Arun Aggarwal. Arun ji is the business head. They have both come from India recently and have many years of experience working with large international networks. You know the other gentlemen.' 'I soon have to go back to the meeting I left behind. I know there are a lot of things to discuss, but like they say in Zulu we will just skin the animal today. We must leave the rest for later,' President Zuma said. 'Sir, I will ask Rajesh to give you a quick overview of the project. He will answer any questions you may have, and then we will ask the TV team to leave, and we can discuss issues related to the newspaper,' Ajay said, pointing to me. I handed President Zuma a copy of the presentation.

19.34 'See the logo on the presentation, sir, it is ANN7. Like you said we are calling the channel Africa News Network. We are following all the things you told us, sir,' Ajay told President Zuma, and pointed to the logo. The president seemed impressed.

19.35 He smiled at Ajay in acknowledgement. 'This will be the most technologically advanced television news station in South Africa. The broadcast, newsroom automation and production systems we have are used by the top news networks of the world. Our newsgathering reach will be the widest among our peers, with bureaus, studios and live sources proposed in every province.'

19.36 We will also have a network of correspondents across major African and world capitals. Our newsgathering team will be predominantly female and

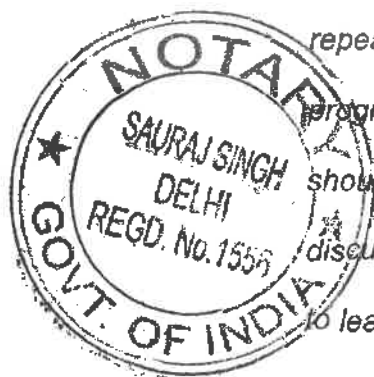


A handwritten signature in black ink, appearing to read 'Rajesh Sundaram', with a horizontal line underneath.

young. We will train our journalists and technical staff to the best international standards,' I said as President Zuma flipped through the bound pages of the presentation, stopping occasionally to read. I explained the programming mix and the emphasis on provincial news through two provincial news bulletins a day, the daily Africa bulletin and half-hour bulletins on sports, entertainment and lifestyle. He listened intently and did not seem impatient to get back to the meeting he had left midway.

19.37 I explained to him how the integration of the newsroom and main studio, and placing the main anchors' desk on a revolving platform, would give every bulletin and time band a different look. I told him about the various visual elements on the news floor, the robotic cameras and the state-of-the-art PCR. 'Please leave a copy of the presentation with me. I will study it in detail and will get back to you with input in a couple of weeks after President Obama's visit when we meet again. It looks good now. I think you should keep the funny shows out. Lampooning politicians for cheap humour is not news.

19.38 I hate the one they have on eNCA,' Zuma told me. 'The news on eNCA is repeated a lot, and that irritates the audience. You seem to have a broad programming mix, so you will not have to repeat so much. No bulletin should be repeated, it should be served fresh,' he added. 'Sir, now we will discuss the newspaper and commercials. I will ask my colleagues from TV to leave,' Ajay said, looking at us.



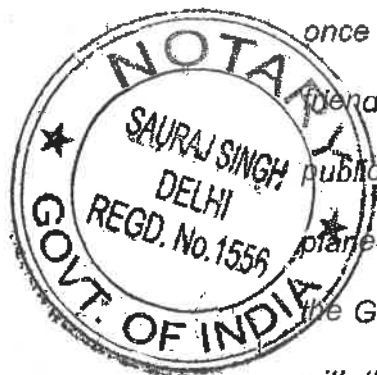
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19.39 As we rose to leave, President Zuma got up too and warmly shook our hands. He then walked us to the door and shook hands again before we left. All three meetings I had with President Zuma ended this way. Nazeem, Moegsien, Ajay and Atul stayed on. I was told later by a member of The New Age's marketing team that these discussions were crucial for the paper to get government advertising and bring hard-to-convince ministers and officials in as guests on The New Age Business Briefing.

19.40 After the Waterkloof scandal, some ministers and officials seemed reluctant to be seen in public with Atul or on a platform hosted by his newspaper. These ministers and officials were convinced after a nudge from the president, Atul told me. The bad press and public outcry following the incident did not seem to have made any difference to the relationship between President Zuma and the Gupta brothers. In the three meetings with President Zuma that I was a part of, the two brothers bonded well with the president and joked occasionally about the scandal. It was like nothing had happened.

19.41 The brothers had fairly free access to the president's residence, and Zuma left his ministers waiting for hours to attend meetings with the Guptas. Atul once showed me newspaper clippings of President Zuma defending his friendship with the Gupta family in parliament. 'Zuma, who was forced to publicly defend his relations with the Guptas for the first time since the plane-landing scandal, dismissed all allegations against him in relation to the Guptas as "rumours",' he said. 'See, I told you the bond that we have with the president is deep.'



A handwritten signature in black ink, appearing to read 'Sauraj Singh'.

19.42 *The media and the DA will try its best to create a rift between us, but he will stand by us like a rock. The president will defend us always,' he said, showing me the newspaper clippings. I found the discussions of commercial issues of The New Age and ANN7 intriguing. There had been a lot of noise about The New Age and the way the government supported it, and it seemed to me that these discussions were probably around a similar kind of support for ANN7. '*

## SECOND MEETING

20. The second meeting happened in the month of July 2013. I do not remember the exact date, but I do remember it was a Sunday. The meeting took place at President Zuma's official residence at Pretoria, in the same room as the first meeting.
21. The meeting was attended by exactly all those who attended the first meeting. This meeting too was coordinated by Mr Ashu Chawla, and unlike the first time, he was deputed to pick Arun and me from the Midrand office and drive us to the president's residence.

This meeting reviewed the progress of various aspects of the project, like the construction of the studio, the arrival of broadcast equipment etc. But the primary focus was on 'Editorial policy'. Mr Jacob Zuma wanted to share his vision of what the editorial content should be like.



A handwritten signature in black ink, appearing to read "Sauraj Singh".

23. President Zuma came to the meeting armed with the presentation we had given him in the last meeting and with some questions about its content.

24. This meeting too was more of a shareholder review of the project.

25. Here is an excerpt from page 117 to 122 of my book 'Indentured, Behind the Scenes at Gupta TV' about this meeting. I solemnly affirm that the account given here is true and factual to the best of my knowledge.

25.1 *'The second meeting with President Zuma happened in July. 'He feels good if we give him the feeling that he is moulding the news station. It is always good to have the head of state on your side. He will give us some suggestions. We do not have to follow all his suggestions, but we will make polite noises and we will follow the suggestions that are acceptable to us,'*

25.2 *Atul told me before the meeting, reiterating a point his brother and he had made many times before. Like the previous one, this meeting took place on a Sunday morning. Ashu Chawla came in his car to pick us up from the Midrand office. He was mostly silent during the ride to President Zuma's residence in Pretoria. He seemed preoccupied and kept checking his phone for messages as he drove. 'Have you lived here for long, Mr Chawla?' Arun asked him. 'Yes, 17 years. I have been with Atul ji right through at Sahara Computers,' he said with a rare smile through his moustache.*



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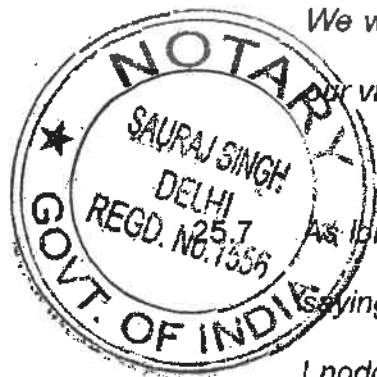
25.3 *'So you are a regular South African then?' Arun asked. 'Yes,' Ashu replied, curtly. He then played a CD with raunchy Hindi Bollywood songs referred to in India as 'item numbers'. 'So you have a taste for "item numbers", Mr Chawla. Now that's a facet of your personality that we never knew about,' Arun teased Ashu.*

25.4 *He smiled sheepishly and continued driving. Arun had run out of topics to strike up a conversation, and Ashu was silent throughout the remainder of the journey.*

25.5 *As we reached the security gate at the president's residence, the security guards recognised him and waved the car in. We went to the same room we had been waiting in the last time and sat in exactly the same places. Ashu went to check on the president's availability. Nazeem, Moegsien, Atul and Ajay arrived about half an hour later. Ashu sprang to his feet and touched the brothers' feet.*

25.6 *The seating arrangement was identical to that of the last meeting. 'Rajesh, today I will ask President Zuma to give us a broad overview on editorial policy and also some suggestions on who we should hire as presenters. We will hear what he has to say, but we will only do what we think suits our vision,' Ajay Gupta told me.*

*As long as it was just a formality and we were not bound by what he was saying, I was happy to play the game they were playing with the president. I nodded. The video logo montage or the 'channel ID' for ANN7 had been*



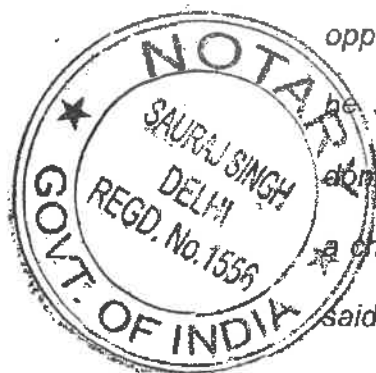
A handwritten signature in black ink, appearing to read 'Ajay Gupta'.

*made by a graphics designer in India and had reached us just a few days before the meeting.*

25.8 *Atul wanted me to load a copy on my laptop so we could show it to the president. 'Rajesh, we will show it to the president today. We can make a million presentations on paper, but he will know the project is progressing fast only when he sees videos. He is a simple man. I am sure he will be very happy to see it,' Atul said. 'Sir, the president has many visitors from his family today. I have sent a message that you have arrived, and he will join us very shortly,' Ashu told Ajay.*

25.9 *The president arrived shortly thereafter. He was shown the channel ID. He asked to see it again and again. 'Sir, if you like this montage, we will give it the final go-ahead,' Atul said. 'It looks good. It is impressive,' President Zuma said, asking to see it one more time. He had the copy of the presentation we had given him in the last meeting with him. 'I have a few suggestions.*

25.10 *We must not convert this into a publicity channel for the ANC and me. If we do that, we will have no credibility. You must present the views of the opposition and my rivals in the ANC as well. The push in our favour should be subtle. You are a seasoned journalist. You know how that can be done... eNCA only presents the government and me negatively. We need a channel that presents the positives that the government is doing,' Zuma said looking at me.*



A handwritten signature in black ink, appearing to read "Rajesh Singh", with a horizontal line drawn underneath.



25.11 *Despite Atul's constant reminders that we'd only do what 'suits our vision', President Zuma's directives on editorial policy puzzled me. 'I will be in Mpumalanga next week, and I will meet people in the local communities and announce measures for their welfare. But I am sure eNCA will not cover that. Their reporter will seek out opposition supporters and do a negative story on how the locals hate me and feel I have done nothing for them,' Zuma said. 'Sir, we will have a reporter and camera operator attached to you at all times.*

25.12 *You will have to ensure that they are accommodated in the plane that you travel on. We will do a live telecast of all your engagements. We have outside broadcast vans,' Ajay said, almost cutting in. 'Yes, that can be easily arranged. But your coverage will be shallow if you come with me. Our teams must move in two days ahead of me and do background reports that tell viewers how our policies are helping the people, so that they get the full picture and not the distorted one they get now. Is that possible?' Zuma asked. 'Sir, we will make it possible.*

25.13 *We have the technology to go live from anywhere in the country, and we have bureaus in every province. We can send reporters with you, and we will also send reporters in advance. The positives of the government will surely be highlighted,' Ajay answered, with folded hands. 'If newspapers and television news channels show that the people are happy and benefitting from what the government is doing for them, the people will believe it. What is happening now is just the opposite. Show the critics saying that the government is not working, but also show many cases of*



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how the government is changing lives. That way we keep the credibility and we also show the government in a positive light,' Zuma said. 'I am sure you will have the best international standards of production. That is very important. The news bulletins should be slick,' he added.

25.14 Nazeem then asked him to recommend journalists and presenters. It was at this meeting that Jimmy Manyi's name first came up. 'He will be most suited for your talk shows. If you want, I will speak with him as well,' Zuma offered. 'I am sure there are many presenters available. Just do let me know if there is any high profile journalist you may have selected,' he added.

25.15 The conversation was now beginning to sound like an internal HR meeting. He had allocated two hours of his time on a Sunday, while his family was waiting, to ANN7. The intensity of his interest in the project was like that of a full shareholder. President Zuma was happy to sit for hours getting briefed and giving input on minute aspects of the venture. The time he spent helping out with the 'commercial' aspects was most intriguing. 'Sir, the DA has a very effective PR machinery, and they churn out press releases very day, twisting facts and turning them against the government.

25.16 Most journalists earn a salary by just reproducing DA press releases and news reports. We have to keep such journalists out.' Nazeem said this to immediate nods from President Zuma and the Gupta brothers. I exited the second meeting the same way I did the first. Ajay asked the TV team to leave, so that the newspaper team could have some alone time with the



A handwritten signature in black ink, appearing to read "Ajay Singh".

president.

25.17 I later asked Nazeem why President Zuma insisted on lecturing us on editorial and personnel matters. 'Don't you know? Hasn't Laxmi ji told you already? He has a big say in this venture. His son Duduzane holds 30 per cent in the company. His involvement is very critical for the first year of our operations. If we are able to get government advertisements, we will be able to break even in the first year,' he told me. If this were true, it would explain a lot, and it felt as though everything was falling into place.

25.18 The news channel I was heading would be a pro-ANC, proZuma channel that was promoted and run by not only people close to President Zuma but by President Zuma himself. If Nazeem had his facts straight and Zuma held the shares through his son, he would be projected positively in the news bulletins. In this scenario I could see how he would use his position as president to ensure government advertising for the station. It also seemed, if this was the truth, that there was a clear conflict of interest as his son had a stake in not just the Gupta-owned newspaper but also the proposed television news channel.

25.19 As a 30 per cent stakeholder, his son would get 30 per cent of the profits earned from the revenues the president was helping them generate.'



THIRD MEETING

26. The third meeting with President Zuma took place in the first week of

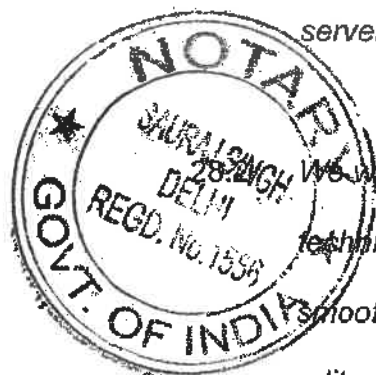
August 2013. I do not remember the exact date. This meeting too was held at the president's residence at Pretoria. However, unlike the first two meetings, this meeting was in the evening. The meeting was attended by the same people, except for Mr. Williams, who was travelling and Mr. Aggarwal. Nazeem Howa had given instructions that Mr Arun Aggarwal would not attend the meeting.

27. The meeting was held in a larger room to the left of the main entrance. This meeting was attended by Mr Duduzane Zuma. The first and last meeting I saw him attend. His interventions in the meeting were not serious.

28. Below are excerpts from page 129 to 133 — of my book 'Indentured, Behind the Scenes at Gupta TV' which has details about this meeting. I solemnly affirm that the account given here is true and factual to the best of my knowledge.

28.1 *'The Third meeting with the president happened a few weeks later, in the first week of August. We had started producing news using a very basic PCR that was not fully integrated with the newsroom systems and the servers.*

*We were days away from our amended launch date of 21 August, and the technical team was nowhere close to handing over the studio or a smoothly functioning PCR or even integrated video editing systems to the editorial team.*



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28.3 I was in the PCR overseeing the rolling of a bulletin when Atul sent word that I must meet him at the cafeteria immediately. 'We have an appointment with President Zuma this evening. He wants a quick review of the project, and I would like you to take the bulletins we have produced over the last few days. We have to make him happy, so make sure we take bulletins where a majority of the stories show him in a good light. I do not want a bulletin filled with Malema,' he said.

28.4 Former Zuma loyalist Julius Malema had just founded a new opposition party to the ruling ANC called the Economic Freedom Fighters. The bulletins we had produced at that time were, unsurprisingly, full of technical glitches and were anchored by a group of models hired by Atul and trained by Gerry Rantseli-Elsdon.

28.5 The young women were very raw, clueless about the news they were reading and very unfamiliar with a studio setting. I was not comfortable showing these bulletins to anyone outside of the newsroom. They were produced as practice or dry runs, nothing more.

28.6 The plan was to take a chip reader to President Zuma's Pretoria house and connect it to a monitor for him to see the bulletins. I went back to the PCR and asked the team to put a few of the bulletins we had produced on a chip. The team put four recent bulletins on the chip and handed it to me. We left in Atul's car at about 7 pm.



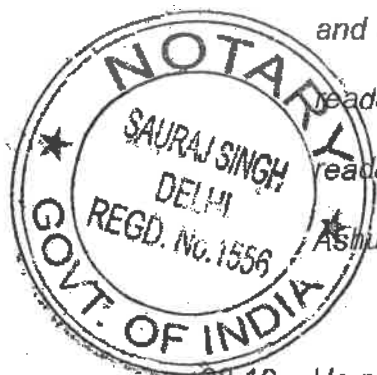


28.7 Ashu and Ajay were going to meet us there. Nazeem travelled with me in Atul's chauffeur-driven car. 'Has someone informed Arun?' I asked Nazeem. 'Don't bother with Arun. He is not going to this meeting,' Nazeem replied. Moegsien was in Cape Town and was unable to join us. 'We must discuss the IEC issue with him today. I am told the IEC is set to run a major advertising campaign in all the big newspapers. It is unfair for them not to advertise in The New Age,' Nazeem told Atul. 'Ajay bhai has already briefed him about this. We will get some action today,' Atul replied.

28.8 Atul had organised a chip reader and a 14-inch broadcast quality monitor to be sent to Ashu earlier in the day. He was to bring these for the meeting. We were ushered into the same waiting room where we had been before. Soon Duduzane Zuma walked in and greeted us before proceeding to hug the Gupta brothers. 'We have a surprise for you today, Dudu. We will show you the bulletins we have been producing,' Ajay Gupta said with an animated movement of his hands. 'Good, so we should move to the next room. It has a large TV.' He started moving out, and all of us followed him.

28.9 This was a much larger living room that had various seating arrangements and a large TV set. We sat around a coffee table. Ashu took out the chip reader and the cables. There was not enough cable to connect the chip reader to the large TV mounted on one of the walls. I gave the chips to Ashu.

28.10 He placed the chip reader and the monitor he brought with him on a coffee



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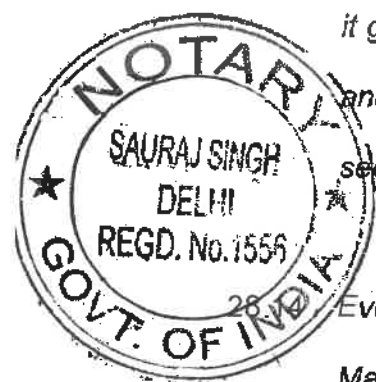
table and connected the cables. President Zuma walked into the room and wanted to know about the equipment. 'We want to show you a few bulletins that we have produced,' Duduzane said.

28.11 This was the first time Duduzane was seeing the bulletins. He had no clue about the process and effort that had gone into producing these. He had never attended a single meeting or even bothered to visit the studio and learn about the problems there, but today in front of his father he had no qualms about taking credit for the bulletins.

28.12 The Gupta brothers smiled indulgently as he spoke. 'Sir, we want feedback on this too. We want you to tell us if we are on the right track. Our equipment is not fully here, and this is not 100 per cent of what we will look like when we launch. This is maybe 50 per cent,' Ajay said with a broad smile on this face. Ashu pressed the play button, and the first bulletin started with the channel ID followed by the headlines. The anchor made a few fumbles, but that did not seem to bother the president.

28.13 He watched the first 15 minutes with rapt attention. 'Sir, we can fast forward the bulletin, so that you can see the others too,' Ajay offered. 'Let it go on, I want to see some more,' President Zuma said. 'Daddy likes the anchor, his eyes light up every time she comes on. Is that why you want to see some more?' Duduzane joked.

Everyone in the room broke into laughter. 'See the visuals we are using for Malema? It is of him getting out of a helicopter. He looks corrupt, does he



A handwritten signature in black ink, appearing to read 'Sauraj Singh', written over a horizontal line.

not? We always use these visuals when we talk about Malema. This is a subtle way of telling the people he is corrupt without saying a word,' Ajay said, pointing to the screen. President Zuma smiled. Ajay knew nothing about the content.

28.15 The editorial team used these visuals because these were the only visuals available in the archives bought from the SABC. He had just made that up to please the president and from the look on his face it seemed he was happy. President Zuma watched all the bulletins. 'You have a good thing on your hands. This is much better than the bulletins on the SABC. Those are horrible. I like the way you have used the graphics. It reminds me of the international channels. If this is what you will look like on launch day you will be a hit,' President Zuma said with a smile.

28.16 The SABC had launched its 24/7 news channel a few days before, on 1 August 2013. This was the endorsement the Gupta brothers were looking for. They had softened President Zuma before their meeting on commercials, and they could hardly hide their glee. 'So you say the final product will be much better than this?' President Zuma asked, looking at me. 'Sir, it will surely be much better, as we will have completed the integration by then and will have much more equipment at our disposal to make the bulletins slicker.



I am not very happy with these bulletins; they are just practice runs,' I replied. 'I am happy with even this. You guys keep this up.' President Zuma was beaming. 'Sir, you must come and press the button to

A handwritten signature in black ink, appearing to be 'Ajay'.

*inaugurate the channel on the 21st. I know you have declined before, but you must inaugurate the channel. We will have our editors do an exclusive interview with you at the venue,' Atul said with a broad smile and his hands folded. 'That will not send the right message. It will not do your credibility any good. I am part of the project, and I am always ready to give an interview after a few weeks,' Zuma replied firmly.*

28.18 *At this point Ajay asked me to go back to the office while Atul, Nazeem and Duduzane met him for discussions about the newspaper and commercial issues. I was told the next day by Nazeem and Atul that they had secured 20 million rand's worth of business the previous evening. By this time, I had decided to resign as editor at ANN7 and go back to India after the launch. It was happening without the extensive training I had suggested. It was happening without test runs with all systems and equipment in place. But what really pushed me to resign was the violation of editorial integrity and the dubious commercial dealings that I had seen with my own eyes. '*

#### FOURTH MEETING

29. The venue of the fourth meeting was the Midrand office of ANN7, on the 19th of August 2013. Just two days before the ANN7 was to go on air. Here is an account of the meeting from page 151 to 153 ...of my book 'Indentured, Behind the Scenes at Gupta TV'. I solemnly affirm that the account given here is true and factual to the best of my knowledge.



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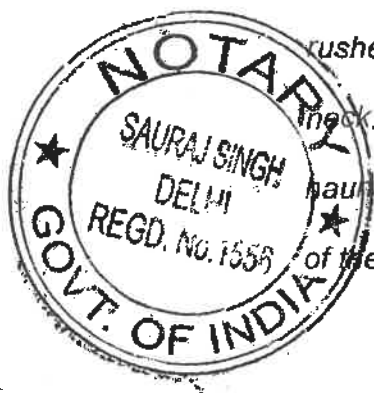
30. Apart from the usual attendees, the meeting was also attended by Mr Laxmi Goel and Mr Duduzane Zuma. President Zuma toured the studios, newsroom and technical areas at the ANN7 office and also met the staff during this visit.

30.1 *'My last meeting with President Zuma happened just 48 hours before ANN7 launched. I was told that the president would make a quick trip to the studio to take a look for himself, and he was expected to stay on to see the rolling of a news bulletin.*

30.2 *I was part of the team that would show him around. This was a critical time as I was virtually camping in the office, sleeping for a few hours in a temporary rest area created for a few members of the core team on the first floor of the New Age office.*

30.3 *I was in the morning editorial meeting when I got a call from Aslam to come and receive the president. 'He is expected anytime now; Laxmi and Atul ji want you here immediately,' Aslam said. Outside, I found Nazoem, Laxmi and Atul were already there. With them was Duduzane Zuma. I greeted them and waited with them for the presidential convoy to arrive.*

30.4 *It was cold that day and I had forgotten to take my jacket with me as I rushed out. Atul took the scarf he was wearing and wrapped it around my neck. I couldn't know at that time that this gesture would come back to haunt me later and subject me to humiliation and belittlement at the hands of the man who made it.*



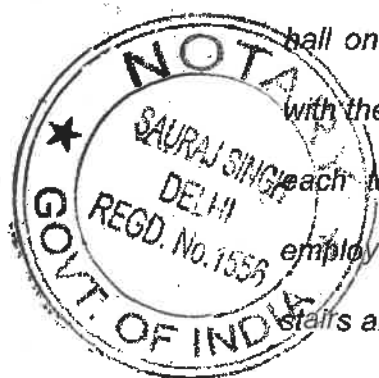
A handwritten signature in black ink, appearing to read "Sauraj Singh", with a horizontal line underneath.



30.5 At that time, Karun Shawney, the head of production, sent a news camera team out to record the president's visit. The cameraman positioned himself to record the president getting out of his car. There were other crews he had set up inside the studio to record the president visiting various departments. 'We do not want any record of the president visiting the studio. Can you please ask the cameramen to go away. Also please tell everyone that there will be no recording of any of President Zuma's movements inside the studio... not even with cellphone cameras,' Atul whispered into my ear.

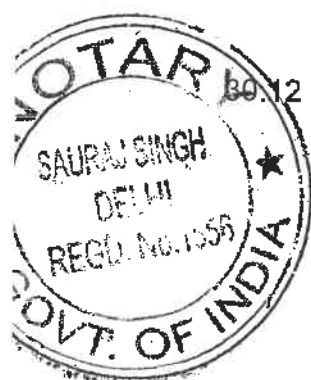
30.6 I called Karun and asked him to move the camera crews away. Atul wanted to keep the visit a secret, he was so suspicious and distrusting of everyone, but with over a 100 journalists in the studio, it was almost impossible. The presidential convoy arrived and was taken to Laxmi's office. 'Sir, would you like to give an interview to our news team?' Atul asked. 'We will air it on launch day.' 'I have already said I will give ANN7 an interview later, after a few weeks.

30.7 Any association with me at this time will be bad for the both of us,' President Zuma answered. I led the team out of Laxmi's office, into the hall on the first floor where Mary Naidu and her programming team sat with the web team. President Zuma played the part of a politician, going to each team member and shaking his or her hand. He waved to the employees who were not within hand-shaking reach. We then took the stairs and moved into the newsroom.




A handwritten signature in black ink, appearing to read "Atul", located at the bottom right of the page.



- 30.8 *His presence created a flutter on the floor. He waved to those working there. A live bulletin was being rolled at that time, and he waited for a while as the young anchor read her piece from the teleprompter. He waved to her and moved into the corridor that housed the technical departments. He first entered the PCR. Things were smooth in the PCR when he arrived. The systems were working fine. We had cut live to a reporter outside the courthouse where the Oscar Pistorius trial was happening.*
- 30.9 *He wanted to know from me what the exact function of each of the people in the PCR was. He also asked me about the audio panel, the vision mixer and outputs coming from various sources on the screens in front of him.*
- 30.10 *He stayed there for about 20 minutes. He then moved to the server room, the graphics room, the master control room and the video editing bay.*
- 30.11 *He was shown a few of the promos produced by the team in the graphics room. He asked to see a few of the promos again. On his way out he quickly slipped back into the PCR. This time there were technical glitches, the on-air graphics system collapsed, and the live sources started failing.*
- 30.12 *He stood at the PCR for another 15 minutes and then moved towards the door. Laxmi, Atul, Nazeem, Duduzane and I saw him off. He said he was happy before he left. Atul assured him that the station would be run 'as per his guidance and wishes'.*



A handwritten signature in black ink, appearing to be "Ajay K S" followed by a flourish.

31. All the information contained in this affidavit are true and factual to the best of my knowledge

  
Rajesh Sundaram

  
**ATTESTED**  
  
**NOTARY PUBLIC  
DELHI (INDIA)**

29 APR 2019

VALID OUT SIDE INDIA

**Commission Expiry  
on 10 Feb. 2020**



Seat No. 26  
Near Treasury Gate  
Tis Hazari Courts, Delhi



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**EXHIBIT CC 1(c)**

**ADDITIONAL  
INFORMATION  
RE:  
SUNDARAM**

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**Infinity Media Networks Proprietary Limited**

**Annual Financial Statements**

for the year ended 28 February 2015

Independently Audited in terms of Section 30 of the  
Companies Act

Prepared by: Vidya Iyer  
Financial Manager



**Infinity Media Networks Proprietary Limited**  
(Reg. No. 2011/003219/07)

**Annual Financial Statements**  
*for the year ended 28 February 2015*

<i>Contents</i>	<i>Page</i>
Directors' responsibility statement	2
Directors' report	3 – 4
Independent auditor's report	5 – 6
Statement of financial position	7
Statement of comprehensive income	8
Statement of changes in equity	9
Statement of cash flows	10
Notes to the financial statements	11 – 31

## **Infinity Media Networks Proprietary Limited**

### **Directors' responsibility statement**

The directors are responsible for the preparation and fair presentation of the annual financial statements of Infinity Media Networks Proprietary Limited, comprising the statement of financial position at 28 February 2015, and the statements of comprehensive income, changes in equity and cash flows for the year then ended, and the notes to the financial statements, which include a summary of significant accounting policies and other explanatory notes, in accordance with International Financial Reporting Standards and the requirements of the Companies Act of South Africa. In addition, the directors are responsible for preparing the directors' report.

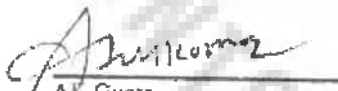
The directors are also responsible for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error, and for maintaining adequate accounting records and an effective system of risk management.


The directors have made an assessment of the company's ability to continue as a going concern and have no reason to believe that the business will not be a going concern in the year ahead.

The auditor is responsible for reporting on whether the financial statements are presented fairly in accordance with the applicable financial reporting framework.

### **Directors' approval of the annual financial statements**

The annual financial statements of Infinity Media Networks Proprietary Limited, as identified in the first paragraph, were approved by the board of directors on 14 August 2015 and are signed by:

  
AK Gupta  
Authorised Director

  
N Hova  
Authorised Director

**Infinity Media Networks Proprietary Limited****Directors' report***for the year ended 28 February 2015*

The directors have pleasure in presenting their report for the year ended 28 February 2015.

**Nature of business**

The company produces and broadcasts an independent news channel.

**Review of activities**

The results of the company and the state of its affairs are set out in the attached financial statements and do not, in our opinion, require any further comment.

**Share capital**

No changes have been made to the authorised or issued share capital during the current or prior year.

**Dividends**

No dividend was declared and paid to shareholders during the current or prior year.

**Directors**

The directors in office during the current and prior year and up to the date of this report were as follows:

- AK Gupta
- V Gupta
- N Howa
- A Goel
- LN Goyal

**Business address**

52 Lechwe Avenue  
Corporate Park  
Midrand

**Postal address**

PO Box 5728  
Halfway House  
1685

**Controlling shareholders**

The company is a 35% held subsidiary of Oakbay Investments Proprietary Limited.

## Infinity Media Networks Proprietary Limited

### Notes to the financial statements

for the year ended 28 February 2015 (continued)

#### 19. Financial instruments (continued)

##### 19.8 Interest rate risk (continued)

###### Sensitivity analyses

A change of 100 basis points in interest rate on the reporting date would have increased/(decreased) profit or loss as follows:

	100 bp increase R	100 bp decrease R
2015 (Decrease)/increase profit after taxation	(712 026)	712 026
2014 (Decrease)/increase profit after taxation	(922 376)	922 376

##### 19.9 Fair value analysis

The carrying value of short term financial assets and liabilities and interest-bearing borrowings approximates their fair values at year end.

###### Estimation of fair values

The company has no assets or liabilities measured at fair value, by valuation method, which requires fair value hierarchy disclosure.

The following summarises the major methods and assumptions used in estimating fair values of financial instruments reflected in the table.

###### Interest-bearing borrowings

Fair value is calculated based on discounting the expected future principal and interest cash flows.

###### Trade and other receivables/payables

For receivables/payables with a remaining life of less than one year, the notional amount is deemed to approximate the fair value. All other receivables/payables are discounted to determine the fair value.

###### Non-derivative financial liabilities

Fair value, which is determined for disclosure purposes, is calculated based on the present value of future principal and interest cash flows, discounted at the market rate of interest at the reporting date.

#### 20. Related party transactions

##### 20.1 Identity of related parties

The company's share capital is held by:

- Oakbay Investments Proprietary Limited
- Essel Media
- Jomvix Proprietary Limited
- Mabengela Investments Proprietary Limited

	Number of shares	% holding
	350	35%
	350	35%
	90	9%
	210	21%
	<u>1 000</u>	<u>100%</u>

## Infinity Media Networks Proprietary Limited

### Notes to the financial statements

for the year ended 28 February 2015 (continued)

#### 20. Related party transactions (continued)

##### 20.2 Directors and prescribed officers

Directors' and prescribed officers' emoluments paid by Infinity Media Networks Proprietary Limited

Directors	Basic salary R	Allowances and other benefits R	Pension and medical aid contributions R	Total R
<b>2015</b>				
AK Gupta	-	-	-	-
A Goel	-	-	-	-
LN Goyal	-	-	-	-
N Howa	-	-	-	-
V Gupta	-	-	-	-
<b>2014</b>				
AK Gupta	-	-	-	-
A Goel	-	-	-	-
LN Goyal	-	-	-	-
N Howa	-	-	-	-
V Gupta	-	-	-	-

Directors' and prescribed officers' emoluments paid by related company

Directors	Basic salary R	Allowances and other benefits R	Pension and medical aid contributions R	Total R
<b>2015</b>				
N Howa*	3 652 251	-	-	3 652 251
AK Gupta**	1 080 000	-	-	1 080 000
V Gupta***	633 000	-	-	633 000
	<u>5 365 251</u>			<u>5 365 251</u>
<b>2014</b>				
N Howa*	3 652 251	-	-	3 652 251
AK Gupta**	840 000	-	-	840 000
V Gupta***	616 000	-	-	616 000
	<u>5 108 251</u>			<u>5 108 251</u>

\* Emoluments paid by TNA Media Proprietary Limited (fellow subsidiary)

\*\* Emoluments paid by Islandsite Investments (50 Proprietary) Limited (ultimate holding company)

\*\*\* Emoluments paid by Shiva Uranium Limited (fellow subsidiary)

A Goel and LN Goyal are not remunerated for services rendered (2014 – no remuneration).

The company has no prescribed officers for the current year (2014 – none).

Loan from the shareholder is disclosed in note 12



**MABENGELA INVESTMENTS**  
(2008/014606/07)  
CIPC Company

Suite G01, Waterview 2, Waterview Close, Century  
City  
Tel: +27 860 340 000  
Website: <https://www.searchworks.co.za>

**SEARCH INFORMATION**

**Summary**

Search Type	CIPC COMPANY
Search Description	MABENGELA INVESTMENTS (2008/014606/07)
Reference	20190212
Date	12/02/2019

**COMPANY INFORMATION**

**Summary**

Name	MABENGELA INVESTMENTS
Registration Number	2008/014606/07
Type	PRIVATE COMPANY (PTY) LTD
Status	IN BUSINESS
Registration Date	17/06/2008
Average Age of Director	41

**SARS VERIFICATION MATCHES**

**Trading Name**

No information available.

**VAT Registration Number**

**Area**

**ACTIVE DIRECTOR(S)**

Director Name	ID Number	Status	Type	Appointed
REMONA GOVENDER	8004240105084	ACTIVE	DIRECTOR	07/04/2016
MDUDUZA JOSEPH MTSHALI	7404135511084	ACTIVE	DIRECTOR	25/08/2016

**RESIGNED DIRECTOR(S)**

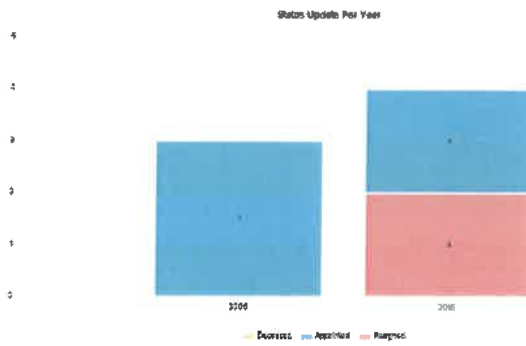
Director Name	ID Number	Status	Appointed	Resigned
ABDUL WAHAB JAFFER	5311275098081	RESIGNED	17/06/2008	-
RAJESH KUMAR GUPTA	7208056345087	RESIGNED	08/07/2008	01/03/2016
DUDUZANI ZUMA	8205205254086	RESIGNED	08/07/2008	07/04/2016

**DECEASED DIRECTOR(S)**

Director Name	ID Number	Status	Appointed
---------------	-----------	--------	-----------

No information available.

## DIRECTOR TIMELINE



## DIRECTOR GENDER

Gender Breakdown (%)



## AUDITOR(S)

Auditor Name	Profession Code	Status	Start Date
CAJEE RAZAK & ASSOCIATES	CA	CURRENT	10/03/2009
S AHMED AND CO	CA	RESIGN	-
S AHMED AND CO	CA	RESIGN	-

## COMPANY INFORMATION

## Summary

Name	MABENGELA INVESTMENTS
Short Name	-
Translated Name	MABENGELA INVESTMENTS (2008/014606/07)
Registration Number	2008/014606/07
Old Registration Number	-
Type	PRIVATE COMPANY (PTY) LTD
Short Type	(PTY) LTD
CIPC Company Act Type	COMPANY (REGISTERED ACCORDING TO OLD CO ACT)
Status	IN BUSINESS
Tax Number	9048659180
Type Date	17/06/2008
Registration Date	17/06/2008
Start Date	17/06/2008
Status Date	-
Principal Description	GENERAL AND PROPERTY INVESTMENT BY PRINCIPAL.
Details Withdrawn From Public	NO
Standard Industrial Classification	REAL ESTATE ACTIVITIES
Financial Year End	FEBRUARY
Financial Effective Date	17/06/2008
Registered Address	JIC HOUSE, 106 16TH STREET, MIDRAND, 1685
Postal Address	P O BOX 1501, HALFWAY HOUSE, 1685
Region	GAUTENG
Country of Origin	-
Country	-
Authorised Capital	1000
Issued Capital	100
Authorised Shares	1000
Issued Shares	100
Form Received Date	-
Date on Form	-
Conversion Number	-

NO IMAGE  
AVAILABLENO IMAGE  
AVAILABLE

## DIRECTOR(S)

## Director 1 of 5

First Name	ABDUL WAHAB
Surname	JAFFER
ID Number	5311275098081
Date of Birth	27/11/1953
Gender	MALE
Age	65
Residential Address	278 SATRI AVENUE, CLAUDIUS, 0037
Postal Address	P O BOX 784, PRETORIA, 0001
Type	DIRECTOR
Status	RESIGNED
Appointment Date	17/06/2008
Resignation Date	-
Member Contribution	0%
Member Size	0%

## Director 2 of 5

First Name	RAJESH KUMAR
Surname	GUPTA
ID Number	7208056345087
Date of Birth	05/08/1972
Gender	MALE
Age	46
Residential Address	5 SAXONWOLD DRIVE, SAXONWOLD, JOHANNESBURG, 2193
Postal Address	P O BOX 1501, HALFWAY HOUSE, 1685
Type	DIRECTOR

**DIRECTOR(S)**

Status	RESIGNED
Appointment Date	08/07/2008
Resignation Date	01/03/2016
Member Contribution	0%
Member Size	0%

**Director 3 of 5**

First Name	DUDUZANI
Surname	ZUMA
ID Number	8205205254086
Date of Birth	20/05/1982
Gender	MALE
Age	36
Residential Address	6-7TH STREET, KILARNEY WILDS, KILARNEY, 2193
Postal Address	P O BOX 1501, HALFWAY HOUSE, 1685
Type	DIRECTOR
Status	RESIGNED
Appointment Date	08/07/2008
Resignation Date	07/04/2016
Member Contribution	0%
Member Size	0%

**Director 4 of 5**

First Name	REMONA
Surname	GOVENDER
ID Number	8004240105084
Date of Birth	24/04/1980
Gender	FEMALE
Age	38
Residential Address	129A BISHOP BIRD STREET, ROOIHUISKRAAL NORTH, CENTURION, GAUTENG, 0157
Postal Address	PRIVATE BAG X180, HALFWAY HOUSE, MIDRAND, 1685
Type	DIRECTOR
Status	ACTIVE
Appointment Date	07/04/2016
Resignation Date	07/04/2016
Member Contribution	0%
Member Size	0%

**Director 5 of 5**

First Name	MDUDUZA JOSEPH
Surname	MTSHALI
ID Number	7404135511084



**DIRECTOR(S)**

Date of Birth	13/04/1974
Gender	MALE
Age	44
Residential Address	10 NAGTEGAAL ROAD, DAGGAFONTEIN, SPRINGS, 1573
Postal Address	PO BOX 25145, EDELWEISS, SPRINGS, 1559
Type	DIRECTOR
Status	ACTIVE
Appointment Date	25/08/2016
Resignation Date	07/04/2016
Member Contribution	0%
Member Size	0%

**AUDITOR(S)****Auditor 1 of 3**

Auditor Name	CAJEE RAZAK & ASSOCIATES
Profession Number	00273453
Profession Code	CA
Business Address	1ST FLOOR SALEY HOUSE, 81 CROWN ROAD, FORDSBURG, 2092
Postal Address	P O BOX 101, CROWN MINES, 2025
Type	AUDITOR
Status	CURRENT
Start Date	10/03/2009
End Date	-
Form Date (CM1 Date)	10/03/2009
Expiry Date	-
Registration Entry Date	10/03/2009
Form Received Date	10/03/2009
Details Withdrawn From Public	-
ACT_IND_MPY_NO_SP	-
Fine Letter	-
Reference Number	-

**Auditor 2 of 3**

Auditor Name	S AHMED AND CO
Profession Number	92971E
Profession Code	CA
Business Address	SUITE 106 LAUDIUM PLAZA, TANGERINE STREET, LAUDIUM, 0037
Postal Address	P O BOX 13200, LAUDIUM, 0037
Type	AUDITOR
Status	RESIGN
Start Date	-
End Date	10/03/2009
Form Date (CM1 Date)	-

**AUDITOR(S)**

Expiry Date -  
 Registration Entry Date -  
 Form Received Date -  
 Details Withdrawn From Public -  
 ACT\_IND\_MPY\_NO\_SP -  
 Fine Letter -  
 Reference Number -

**Auditor 3 of 3**

Auditor Name S AHMED AND CO  
 Profession Number 929719E  
 Profession Code CA  
 Business Address SUITE 106 LAUDIUM PLAZA, TANGERINE STREET, LAUDIUM, 0037  
 Postal Address P O BOX 13200, LAUDIUM, 0037  
 Name AUDITOR  
 Status RESIGN  
 Start Date -  
 End Date 18/06/2008  
 Form Date (CMI Date) -  
 Expiry Date -  
 Registration Entry Date -  
 Form Received Date -  
 Details Withdrawn From Public -  
 ACT\_IND\_MPY\_NO\_SP -  
 Fine Letter -  
 Reference Number -

**CAPITAL INFORMATION**

Type	Capital Amount	Capital Premium	Number of Shares	Parl Value
AUTHORIZED ORDINARY	R 1,00	0	1000	0
ISSUED ORDINARY	R 1,00	0	100	0

**CHANGE HISTORY****History 1 of 27**

Effective Date 29/06/2017  
 Change Type CO/CC ANNUAL RETURN  
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 575900542

**History 2 of 27**

Effective Date 28/07/2016  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo CHANGE RECORDSURNAME = ZUMAFIRST NAMES = DUDUZANISTATUS = RESIGNED

## CHANGE HISTORY

**History 3 of 27**

Effective Date 28/07/2016  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo ADD RECORDSURNAME = MTSHALIFIRST NAMES = MDUDUZA JOSEPHSTATUS = ACTIVE

**History 4 of 27**

Effective Date 28/07/2016  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo ADD RECORDSURNAME = GOVENDERFIRST NAMES = REMONASTATUS = ACTIVE

**History 5 of 27**

Effective Date 20/06/2016  
 Change Type CO/CC ANNUAL RETURN  
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 535457986

**History 6 of 27**

Effective Date 06/05/2016  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo CHANGE RECORDSURNAME = GUPTAFIRST NAMES = RAJESH KUMARSTATUS = RESIGNED

**History 7 of 27**

Effective Date 18/06/2015  
 Change Type CO/CC ANNUAL RETURN  
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 527328242

**History 8 of 27**

Effective Date 11/12/2014  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo CHANGE RECORDSURNAME = GUPTAFIRST NAMES = RAJESH KUMARSTATUS = ACTIVE

**History 9 of 27**

Effective Date 23/07/2014  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo AUTHORISING DIRECTOR DETAILSDIRECTOR FULL FORENAMES=RAJESH KUMARSURNAME=GUPTAID  
 NUMBER=7208056345186CUSTOMER DETAILS DIRECTOR FULL FORENAMES=MARISURNAME=ROUXID  
 NUMBER=7704140014085

**History 10 of 27**

Effective Date 23/07/2014  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo AUTHORISING DIRECTOR DETAILSDIRECTOR FULL FORENAMES=RAJESH KUMARSURNAME=GUPTAID  
 NUMBER=7208056345186

**History 11 of 27**

**CHANGE HISTORY**

Effective Date 19/06/2014  
 Change Type CO/CC ANNUAL RETURN  
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 53092900

**History 12 of 27**

Effective Date 04/06/2014  
 Change Type POSTAL ADDRESS CHANGE  
 Memo P O BOX 1501HALFWAY HOUSE1685

**History 13 of 27**

Effective Date 04/06/2014  
 Change Type REGISTERED ADDRESS CHANGE  
 Memo MONUMENT OFFICE PARKBLOCK 5 SUITE 5-10279 STEENBOK AVENUEMONUMENT PARK0181

**History 14 of 27**

Effective Date 14/01/2014  
 Change Type CO/CC ANNUAL RETURN  
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 51912070

**History 15 of 27**

Effective Date 12/12/2013  
 Change Type LOCATION OF COMPANY RECORDS  
 Memo -

**History 16 of 27**

Effective Date 18/04/2011  
 Change Type REGISTERED ADDRESS CHANGE  
 Memo MONUMENT OFFICE PARKBLOCK 5 SUITE 5-10279 STEENBOK AVENUEMONUMENT PARK0181

**History 17 of 27**

Effective Date 18/04/2011  
 Change Type POSTAL ADDRESS CHANGE  
 Memo P O BOX 1501HALFWAY HOUSE 1685

**History 18 of 27**

Effective Date 10/03/2009  
 Change Type AUDITOR/ACC OFFICER CHANGE  
 Memo P O BOX 101CROWN MINES2025STATUS : ADDRESS CHANGE

**History 19 of 27**

Effective Date 10/03/2009  
 Change Type AUDITOR/ACC OFFICER CHANGE

## CHANGE HISTORY

Memo S AHMED AND CO REPORTED MATERIAL IRREGULARITY ON : 10 MARCH 2009 STATUS : RESIGN

**History 20 of 27**

Effective Date 29/07/2008  
 Change Type REGISTERED ADDRESS CHANGE  
 Memo JIC HOUSE106 16TH STREETMIDRAND1685

**History 21 of 27**

Effective Date 29/07/2008  
 Change Type POSTAL ADDRESS CHANGE  
 Memo P O BOX 1501HALFWAY HOUSE1685

**History 22 of 27**

Effective Date 08/07/2008  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo SURNAME=JAFFERFULL FORENAMES=ABDUL WAHABID NO=5311275098081STATUS :RESIGNEDNATURE OF CHANGE=RESIGNED

**History 23 of 27**

Effective Date 08/07/2008  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo SURNAME=GUPTAFULL FORENAMES=RAJESH KUMARID NO=7208056345186STATUS :ACTIVENATURE OF CHANGE=NEW APPOINTMENT

**History 24 of 27**

Effective Date 08/07/2008  
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE  
 Memo SURNAME=ZUMAFULL FORENAMES=DUDUZANIID NO=8205205254086STATUS :ACTIVENATURE OF CHANGE=NEW APPOINTMENT

**History 25 of 27**

Effective Date 01/07/2008  
 Change Type NAME CHANGE  
 Memo SANDUST TRADING

**History 26 of 27**

Effective Date 01/07/2008  
 Change Type NATURE OF BUSINESS CHANGE  
 Memo 62

**History 27 of 27**

Effective Date 18/06/2008  
 Change Type AUDITOR/ACC OFFICER CHANGE  
 Memo S AHMED AND CO REPORTED MATERIAL IRREGULARITY ON : 18 JUNE 2008 STATUS : RESIGN



## REPORT INFORMATION

Date of Information	12/02/2019 08:31
Print Date	12-02-2019 08:31
Generated By	INVESTIGATOR 1
Reference	20190212
Report Type	CIPC COMPANY



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2011/003219/07  
CSI Company Trace

Suite G01, Waterview 2, Waterview Close, Century City  
Tel: +27 860 340 000  
Website: <https://www.searchworks.co.za>

## SEARCH INFORMATION

## Summary

Search Type CSI COMPANY TRACE  
Search Description 2011/003219/07  
Reference NS  
Date 24/04/2019

## COMPANY INFORMATION

## Company Details

Name INFINITY MEDIA NETWORKS  
Registration Number 2011/003219/07  
Type PRIVATE COMPANY (PTY) LTD  
Status IN BUSINESS  
Registration Date 09/02/2011

## ACTIVE DIRECTOR(S)

Director Name	ID Number	Director Status	Appointment Date
UNATHI MGUYE	7402200879089	ACTIVE	02/07/2018
SIFISO EUREKA MTETWA	8302075806085	ACTIVE	02/07/2018

## RESIGNED DIRECTOR(S)

Director Name	ID Number	Director Status	Appointment Date
ARPIT GOEL	Z2552504	RESIGNED	01/07/2013
CHRISTIAN GOUWS	5908285147087	RESIGNED	09/02/2011
LAXMI NARAIN GOYAL	Z2067688	RESIGNED	01/07/2013
JL KUMAR GUPTA	6806145105080	RESIGNED	01/07/2013
VARUN GUPTA	8607146112184	RESIGNED	01/10/2012
NAZEEM HOWA	6210295101082	RESIGNED	01/10/2012
ZAMASWAZI MANDELA	7903130331083	RESIGNED	02/07/2018
MZWANELE JIMMY MANYI	6401205536083	RESIGNED	01/11/2017
PHUTI SAMUEL MOSOMANE	8401025343080	RESIGNED	14/11/2016
GARY NAIDOO	6609015158084	RESIGNED	07/04/2016
MOEGSIEN WILLIAMS	5206055218083	RESIGNED	07/04/2016

## DECEASED DIRECTOR(S)

Director Name	ID Number	Director Status	Appointment Date
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No information available.

## AUDITOR(S)

Auditor Name	Profession Code	Status	Start Date
LSG INTEGRATED	SAICA	RESIGN	-
MXOLISI WISEMAN MTHIMKHULU	IRBA	RESIGN	-
SIZWENTSALUBAGOBODO INC	IRBA	RESIGN	-

## DETAILED INFORMATION

## Entity Details

Name	INFINITY MEDIA NETWORKS
Short Name	-
Translated Name	-
Registration Number	2011/003219/07
Old Registration No.	-
Type	PRIVATE COMPANY (PTY) LTD
Short Type	(PTY) LTD
CIPC Company Act Type	COMPANY (REGISTERED ACCORDING TO OLD CO ACT)
Business	IN BUSINESS
Tax Number	9987105153
Type Date	09/02/2011
Registration Date	09/02/2011
Start Date	09/02/2011
Status Date	-
Principal Description	TELEVISION BROADCASTING AND TELEVISION MEDIA , PUBLISHING PRODUCTION, DISTRIBUTION, ASSET AND PROJECT MANAGEMENT
Details Withdrawn From Public	NO
Standard Industrial Classification	-
Financial Year End	FEBRUARY
Financial Effective Date	09/02/2011
Physical Address	52 LECHWE STREET, CORPORATE PARK SOUTH, OLD PRETORIA MAIN ROAD MIDRAND, GAUTENG, 1685
Postal Address	PRIVATE BAG X180, HALFWAY HOUSE, MIDRAND, GAUTENG, 1685
Region	GAUTENG
Country of Origin	-
Country	-
Authorised Capital	1000
Issued Capital	100
Authorised Shares	1000
Issued Shares	100
Form Received Date	-
Date on Form	-
Conversion Number	-

## DIRECTOR(S)

## Director 1 of 13

First Name	ARPIT
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**DIRECTOR(S)**

Surname	GOEL
ID Number	Z2552504
Date of Birth	01/06/1984
Age	-
Residential Address	ESSEL HOUSE, MANDI ROAD, SULTANPUR, MEHRAULI, NEW DELHI 110030, INDIA, 0000
Postal Address	ESSEL HOUSE, MANDI ROAD, SULTANPUR, MEHRAULI, SULTANPUR, MEHRAULI, NEW DELHI 110030, 0000
Type	DIRECTOR
Status	RESIGNED
Appointment Date	01/07/2013
Resignation Date	05/04/2016
Member Contribution	0%
Member Size	0%

**Director 2 of 13**

First Name	CHRISTIAN
Surname	GOUWS
ID Number	5908285147087
Date of Birth	28/08/1959
Age	59
Residential Address	329 ANCHELLA STREET, FAERIE GLEN, 0043
Postal Address	P O BOX 35465, MENLO PARK, 0102
Type	DIRECTOR
Status	RESIGNED
Appointment Date	09/02/2011
Resignation Date	09/02/2011
Member Contribution	0%
Member Size	0%

**Director 3 of 13**

First Name	LAXMI NARAIN
Surname	GOYAL
ID Number	Z2067688
Date of Birth	19/02/1953
Age	-
Residential Address	ESSEL HOUSE, MANDI ROAD, SULTANPUR, MEHRAULI, NEW DELHI 110030, INDIA, 0000
Postal Address	ESSEL HOUSE, MANDI ROAD, SULTANPUR, MEHRAULI, SULTANPUR, MEHRAULI, NEW DELHI 110030, 0000
Type	DIRECTOR
Status	RESIGNED
Appointment Date	01/07/2013
Resignation Date	05/04/2016
Member Contribution	0%

## DIRECTOR(S)

Member Size 0%

**Director 4 of 13**

First Name ATUL KUMAR  
 Surname GUPTA  
 ID Number 6806145105080  
 Date of Birth 14/06/1968  
 Age 50  
 Residential Address 5 SAXONWOLD DRIVE, SAXONWOLD, 2196  
 Postal Address PRIVATE BAG X180, HALFWAY HOUSE, HALFWAY HOUSE, MIDRAND, 1685  
 Type DIRECTOR  
 Status RESIGNED  
 Appointment Date 01/07/2013  
 Resignation Date 07/04/2016  
 Member Contribution 0%  
 Member Size 0%

**Director 5 of 13**

First Name VARUN  
 Surname GUPTA  
 ID Number 8607146112184  
 Date of Birth 14/07/1986  
 Age 32  
 Residential Address 5 SAXONWOLD DRIVE, SAXONWOLD, 2001  
 Postal Address PRIVATE BAG X180, HALFWAY HOUSE, HALFWAY HOUSE, 1685  
 Type DIRECTOR  
 Status RESIGNED  
 Appointment Date 01/10/2012  
 Resignation Date 11/03/2016  
 Member Contribution 0%  
 Member Size 0%

**Director 6 of 13**

First Name NAZEEM  
 Surname HOWA  
 ID Number 6210295101082  
 Date of Birth 29/10/1962  
 Age 56  
 Residential Address 27 GREENFIELD ROAD, GREENSIDE, JOHANNESBURG, 2000  
 Postal Address PRIVATE BAG X180, HALFWAY HOUSE, HALFWAY HOUSE, 1685  
 Type DIRECTOR  
 Status RESIGNED

**DIRECTOR(S)**

Appointment Date	01/10/2012
Resignation Date	15/10/2016
Member Contribution	0%
Member Size	0%

**Director 7 of 13**

First Name	ZAMASWAZI
Surname	MANDELA
ID Number	7903130331083
Date of Birth	13/03/1979
Age	40
Residential Address	FIRST FLOOR, 103 HOUT STREET, BUITENGRACHT CAPE TOWN, WESTERN CAPE, 8001
Postal Address	FIRST FLOOR, 103 HOUT STREET, BUITENGRACHT CAPE TOWN, WESTERN CAPE, 8001
Type	DIRECTOR
Status	RESIGNED
Appointment Date	02/07/2018
Resignation Date	08/10/2018
Member Contribution	0%
Member Size	0%

**Director 8 of 13**

First Name	MZWANELE JIMMY
Surname	MANYI
ID Number	6401205536083
Date of Birth	20/01/1964
Age	55
Residential Address	172B FORBES ROAD, ZONE 4 MEADOWLANDS, SOWETO, GAUTENG, 1852
Postal Address	172B FORBES ROAD, ZONE 4 MEADOWLANDS, SOWETO, GAUTENG, 1852
Type	DIRECTOR
Status	RESIGNED
Appointment Date	01/11/2017
Resignation Date	01/12/2018
Member Contribution	0%
Member Size	0%

**Director 9 of 13**

First Name	UNATHI
Surname	MGUYE
ID Number	7402200879089
Date of Birth	20/02/1974
Age	45
Residential Address	2 ARABIAN CRESCENT, LEEUWENHOF ESTATE, SILVERLAKES, GAUTENG, 0002



**DIRECTOR(S)**

Postal Address	2 ARABIAN CRESCENT, LEEUWENHOF ESTATE, SILVERLAKES, GAUTENG, 0002
Type	DIRECTOR
Status	ACTIVE
Appointment Date	02/07/2018
Resignation Date	-
Member Contribution	0%
Member Size	0%

**Director 10 of 13**

First Name	PHUTI SAMUEL
Surname	MOSOMANE
ID Number	8401025343080
Date of Birth	02/01/1984
Age	35
Residential Address	79 MOOR STREET, 4622 KAALFONTEIN, MIDRAND, GAUTENG, 1685
Postal Address	79 MOOR STREET, 4622 KAALFONTEIN, MIDRAND, GAUTENG, 1685
Type	DIRECTOR
Status	RESIGNED
Appointment Date	14/11/2016
Resignation Date	08/10/2018
Member Contribution	0%
Member Size	0%

**Director 11 of 13**

First Name	SIFISO EUREKA
Surname	MTETWA
ID Number	8302075806085
Date of Birth	07/02/1983
Age	36
Residential Address	107 GRETAL STREET, LINMEYER, JOHANNESBURG, GAUTENG, 2190
Postal Address	107 GRETAL STREET, LINMEYER, JOHANNESBURG, GAUTENG, 2190
Type	DIRECTOR
Status	ACTIVE
Appointment Date	02/07/2018
Resignation Date	-
Member Contribution	0%
Member Size	0%

**Director 12 of 13**

First Name	GARY
Surname	NAIDOO
ID Number	6609015158084

**DIRECTOR(S)**

Date of Birth	01/09/1966
Age	52
Residential Address	24 OLYMPUS CRESCENT, MYKONOS ESTATE, LONEHILL, GAUTENG, 2191
Postal Address	24 OLYMPUS CRESCENT, MYKONOS ESTATE, LONEHILL, GAUTENG, 2191
Type	DIRECTOR
Status	RESIGNED
Appointment Date	07/04/2016
Resignation Date	08/10/2018
Member Contribution	0%
Member Size	0%

**Director 13 of 13**

First Name	MOEGSIEN
Surname	WILLIAMS
Number	5206055218083
Date of Birth	05/06/1952
Age	66
Residential Address	107 HEADINGLEY COURT, 1 JACOBIE AVENUE, ILLOVO, GAUTENG, 2195
Postal Address	107 HEADINGLEY COURT, 1 JACOBIE AVENUE, ILLOVO, GAUTENG, 2195
Type	DIRECTOR
Status	RESIGNED
Appointment Date	07/04/2016
Resignation Date	28/01/2018
Member Contribution	0%
Member Size	0%

**AUDITORS(S)**

Auditor Name	Profession Code	Status	Start Date
ECG INTEGRATED	SAICA	RESIGN	-
MXOLISI WISEMAN MTHIMKHULU	IRBA	RESIGN	-
SIZWENTSALUBAGOBODO INC	IRBA	RESIGN	-

**CAPITAL INFORMATION**

Type	Number of Shares	Parri Value	Capital Amount	Capital Premium
AUTHORIZED ORDINARY	1000	0	R 1,00	0
ISSUED ORDINARY	1000	0	R 1,00	0

## REPORT INFORMATION

Date of Information	24/04/2019 10:18
Print Date	24-04-2019 10:19
Generated By	CONSULTANT 2
Reference	NS
Report Type	CSI COMPANY DETAILS



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