JUDICIAL COMMISSION OF INQUIRY INTO CRIMINALITY, POLITICAL INTERFERENCE AND CORRUPTION IN THE CRIMINAL JUSTICE SYSTEM

HELD AT

BRIGITTE MABANDLA JUSTICE COLLEGE

30 SEPTEMBER 2026

DAY 181

PROCEEDINGS HELD ON 30 SEPTEMBER 2026

CHAIRPERSON: Good morning, Mr Chaskalson. Good morning, Mr Sibanyoni.

MR SIBANYONI: Top of the morning, Chair.

CHAIRPERSON: Good morning, Mr Mfeka.

MR MFEKA: Good morning, Chair.

CHAIRPERSON: Thank you.

ADV CHASKALSON SC: Morning, Chair. I received a message from Ms Qofa saying that she was stuck in traffic, which I can understand from my own experience. She has asked, and I would support that, if we might just stand down for a few minutes just to give her an opportunity to get you out. I am trying to get in touch with her now to find out how far away she thinks she is.

CHAIRPERSON: Some of us are witnesses to the traffic problem.

ADV CHASKALSON SC: Yes.

CHAIRPERSON: Thank you. We will hear from you then.

ADV CHASKALSON SC: Thank you.

CHAIRPERSON: Thank you.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Good morning, Ms Qofa.

ADV QOFA: Good morning, Chair and Commissioners. Chair, we are indebted, and once again we apologise

profusely for circumstances that were absolutely outside our control. We apologise for the inconvenience. Thank you, Chair.

CHAIRPERSON: Apology accepted. Thank you. Mr Chaskalson?

ADV CHASKALSON SC: Thank you, Chair. Chair, Commissioners, Mr Sibanyoni, I am going to move to another ...[intervenes]

MR SIBANYONI: In line with that topic, please.

ADV CHASKALSON SC: Certainly. It straddles your statement and mainly file 1.

CHAIRPERSON: The main statement, not the supplementary.

ADV CHASKALSON SC: Sorry, the supplementary statement.

CHAIRPERSON: All right.

MR SIBANYONI: Yes, thank you. Got it.

ADV CHASKALSON SC: And my starting point, we are going to deal with issues relating to PUTCO now, and your engagement with PUTCO. My starting point is, in your statement, at page 51 of your supplementary statement, you referred to the Public Protector's Report in relation to the PUTCO contracts. Do you recall that?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And then you go on to make

something, well, summarise what the Public Protector said, and the remedial action. Are you aware that that report was reviewed and set aside by the High Court?

MR SIBANYONI: I was not aware.

ADV CHASKALSON SC: Well, it was reviewed and set aside on the 22nd of June 2023. You were not aware of that?

MR SIBANYONI: No, I was not aware.

ADV CHASKALSON SC: I see. Then, still in your supplementary statement, if we go down to page or up to page 66, paragraph 179, and there you refer

MR SIBANYONI: Page 66.

ADV CHASKALSON SC: 66.

MR SIBANYONI: Where is 79?

ADV CHASKALSON SC: At paragraph 179.

MR SIBANYONI: Page 66 starts with page 1-7.

CHAIRPERSON: Page 66.

ADV CHASKALSON SC: Page 66 of the supplementary statement.

CHAIRPERSON: Paragraph 179.

ADV CHASKALSON SC: And maybe while you have that page open, if you could also get file 4, because ...[intervenes]

CHAIRPERSON: Have you found it now, Mr Sibanyoni. Just look at the spine. Is that the supplementary affidavit?

ADV CHASKALSON SC: Supplementary statement. And it is speaking to a photograph that is in file 4. So you could also get file 4, page 1568.

MR SIBANYONI: I have got them.

ADV CHASKALSON SC: [Indistinct]...

CHAIRPERSON: Your minor child, please start again.

ADV CHASKALSON SC: If we can start by looking at the picture on 1568 in file 4, which is a picture of you and the President. And I think behind the President, to the right, as you look at the photo, to the President's left, is Minister Mantashe. Do you see that?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Who is the man between you and the President?

MR SIBANYONI: It is Mr Moyane.

ADV CHASKALSON SC: Mr Moyane. Your security...

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Right. And you speak to this photograph at paragraph 179. You say it is documentary evidence of your:

> "...engagement with the President and with Minister Mantashe when they were conducting visits during electioneering times to traditional and royal houses with the aim of understanding and unearthing

the fundamental and existing problems in communities."

Do you recall when this photograph was taken, approximately?

MR SIBANYONI: It should be around January.

ADV CHASKALSON SC: January 2024.

MR SIBANYONI: Ja.

ADV CHASKALSON SC: And if you go to page 1524, you will see that that photograph was sent to you by Sergeant Nkosi on the 19th of January 2024.

MR SIBANYONI: Okay.

ADV CHASKALSON SC: So your estimate of January 2024 ties in with that. He would have sent it relatively soon after it was taken, it seems.

MR SIBANYONI: Okay.

CHAIRPERSON: I looked for Minister Mantashe in vain. [Laughter]

ADV CHASKALSON SC: I think, I may be wrong, but I think that it is his face just to the left of the President looking away, but I may be wrong. But anyway.

CHAIRPERSON: That person looks much, much younger than Minister Mantashe.

ADV CHASKALSON SC: It is three years ago, Chair. Two years ago. Two and a half years ago. But we will see Minister Mantashe shortly. Now, on page 218, there is a

reference to a video, 218 of the exhibit bundle in file 1. There is a reference to a video, and I would like us to play that video now.

ADV KHUMALO SC: [Indistinct]...

ADV CHASKALSON SC: No, save to mark that the video is referenced at 218. Sorry, before we run with the video, can I ask, is the video we are seeing now taken on the same day as the picture that we just saw?

MR SIBANYONI: Correct.

[VIDEO PLAYED BACK]

ADV CHASKALSON SC: So, we are now at roughly 2 minutes 45 seconds into that video and am I correct in identifying those two people as the President and Minister Mantashe?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Can we then play what you say shortly thereafter?

[VIDEO PLAYED BACK]

ADV CHASKALSON SC: So, I have noted down what you said there and I have noted it down as follows. We are busy engaging with PUTCO. There is a lot of red tape within the space. PUTCO has been operating here for 43 years. Please assist us. When you find someone wanting to interfere with the PUTCO business, you must know it is us. Is that what you said?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Now, you said you were engaging with PUTCO. What were you referring to?

MR SIBANYONI: We are having some countless meetings with PUTCO. We had those meetings.

ADV CHASKALSON SC: And what were you... What was the purpose of those meetings?

MR SIBANYONI: The purpose was trying to have a stake within the transport section of PUTCO.

ADV CHASKALSON SC: So, you wanted your local content stake within PUTCO?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And what was the attitude of PUTCO?

MR SIBANYONI: There was no bad attitude because we were still engaging.

ADV CHASKALSON SC: So, but what was PUTCO's response in relation to your demand for 30 percent local content?

MR SIBANYONI: Ja, at the time, PUTCO was having a month-to-month contract with government. Therefore, we could not move based on that. So, we needed assistance from us as to how can we get an ongoing contract unlike a month-to-month.

ADV CHASKALSON SC: So, you are saying PUTCO

wanted your assistance to get an ongoing contract.

MR SIBANYONI: He raised it in our meetings.

ADV CHASKALSON SC: I see.

MR SIBANYONI: Which is why we cannot proceed with our request based on the month-to-month contract he is having.

ADV CHASKALSON SC: And he is... he was who?

MR SIBANYONI: Pisapia.

ADV CHASKALSON SC: Mr Pisapia?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: The CEO of PUTCO?

MR SIBANYONI: Ja.

ADV CHASKALSON SC: So, who initiated these meetings, you or PUTCO?

MR SIBANYONI: Him.

ADV CHASKALSON SC: He.

MR SIBANYONI: Ja.

ADV CHASKALSON SC: So, he approached you and what was he asking for?

MR SIBANYONI: That assistance that I am referring to.

ADV CHASKALSON SC: That he wanted you to go to government to get PUTCO a contract that was more than a month-to-month contract.

MR SIBANYONI: To assist.

ADV CHASKALSON SC: To assist PUTCO to get that contract.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: But how does that tie in with 30 percent local content?

MR SIBANYONI: Mmm, because we cannot proceed with negotiations if he has got a month-to-month contract. Anytime that month-to-month contract can be cancelled.

ADV CHASKALSON SC: Did you ask for any payments from PUTCO?

MR SIBANYONI: No. For what?

ADV CHASKALSON SC: But then, were you saying to PUTCO you wanted 30 percent of PUTCO?

MR SIBANYONI: We were engaging on that. If you say we want, it is a very strong word. We were engaging on the 30 percent. So, he could not do it based on the month-to-month. Therefore, if we can assist him in getting a contract, then we can engage further as to how does he do that for us.

ADV CHASKALSON SC: So, you are saying PUTCO's attitude was if you could assist getting PUTCO a long-term contract, they would be willing to engage further with you?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: You were not making any demands of PUTCO?

MR SIBANYONI: No.

ADV CHASKALSON SC: You said in your speech to the

President and the Minister, we are fighting for our own 30 percent within the PUTCO section. What were you referring to?

MR SIBANYONI: It is the same thing that I am referring to when we are engaging PUTCO. The issue of 30 percent.

ADV CHASKALSON SC: But what was the fight?

MR SIBANYONI: The engagement.

ADV CHASKALSON SC: So, although you said we are fighting for our own 30 percent, what you really meant was we are engaging with PUTCO around 30 percent?

MR SIBANYONI: Ja, that is what I am trying to say. It is engagement.

ADV CHASKALSON SC: Yes. And what was the engagement with PUTCO around 30 percent? What did you present to PUTCO in relation to this engagement?

MR SIBANYONI: To allow us to have some buses and the value chain towards that space.

ADV CHASKALSON: So, I just need to understand this. You wanted buses of your own?

MR SIBANYONI: Not me per se. I was not speaking for my own.

ADV CHASKALSON: On whose behalf were you speaking?

MR SIBANYONI: Of the community.

ADV CHASKALSON SC: Of the community?

MR SIBANYONI: Ja, if you can look at that picture, that

was a meeting where I was speaking on behalf of our community and our king. It was not just me engaging the President on my behalf as a person. Let me put it like that. So, it was not like for myself. I was speaking on behalf of the community there and representing the community.

ADV CHASKALSON: The community wanted buses?

MR SIBANYONI: Yes. The business community.

ADV CHASKALSON: And were these buses for the community to run its own transport service?

MR SIBANYONI: Yes. To plug into PUTCO business.

ADV CHASKALSON SC: So, PUTCO was the idea that there would be a subcontract concluded with PUTCO that an entity would now be PUTCO's subcontractor?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: So, that was the model. It was not that an entity wanted 30 percent of PUTCO's business as it were 30 percent of the shares in PUTCO?

MR SIBANYONI: No. It cannot happen like that.

ADV CHASKALSON: Why can it not happen like that?

MR SIBANYONI: All I am saying is it cannot happen that we want 30 percent into PUTCO itself. The business wanted to have its own buses plugged into PUTCO.

ADV CHASKALSON: So, the business was going to get buses?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Which would then, what was the arrangement that was being discussed? Would PUTCO subcontract some of its routes to the business?

MR SIBANYONI: Come again?

ADV CHASKALSON SC: Would PUTCO then subcontract to the business so the business would run some of the routes that PUTCO was running?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And what was this business? What was the entity that was going to get these buses?

MR SIBANYONI: We have got two, okay let me say we have got one main entity which is called GCBS.

ADV CHASKALSON: And what does GCBS, that is Taxi Choice?

MR SIBANYONI: No, no.

ADV CHASKALSON SC: Not.

MR SIBANYONI: GCBS is a bus company that wanted to be part of that stage.

ADV CHASKALSON: And who are the directors of that bus company?

MR SIBANYONI: Ja, the taxi industry.

ADV CHASKALSON: There are some individual directors. Who are the individual directors?

MR SIBANYONI: I can mention one, Mr Phiri.

ADV CHASKALSON SC: Mr Phiri?

MR SIBANYONI: Yes, ja.

ADV CHASKALSON SC: Anybody else that you can identify?

MR SIBANYONI: No, let us stick to Mr Phiri.

CHAIRPERSON: What does GCBS stand for?

MR SIBANYONI: I am not certain, Chair, but it is normally called GCBS. Even their buses are written GCBS.

ADV CHASKALSON: You said that was one entity?

MR SIBANYONI: Ja.

ADV CHASKALSON: What was the other entity?

MR SIBANYONI: The other entity, I do not recall their name because those were not the taxi business people.

ADV CHASKALSON: And who was involved in the other entity?

MR SIBANYONI: In the what?

ADV CHASKALSON SC: Who were the individuals who were involved in the other entity?

MR SIBANYONI: I do not know them, but you can see their buses operating.

ADV CHASKALSON SC: So you were negotiating on behalf of an entity whose directors and owners and executive you did not know?

MR SIBANYONI: No, the one that I know about is GCBS, which is a part of the taxi industry.

ADV CHASKALSON: Yes, but you were saying that it was

not just GCBS who wanted a share of PUTCO, it was this other entity and you were negotiating, as I understood it, on behalf of both.

MR SIBANYONI: That is why I said let us stick to GCBS because that was the one I am quite sure of.

ADV CHASKALSON: You have mentioned GCBS. I am trying to identify who the other entity is.

MR SIBANYONI: I do not know them offhand, but you can see their buses operating.

ADV CHASKALSON: But you were negotiating on their behalf?

MR SIBANYONI: No, no.

CHAIRPERSON: You mentioned that there were two entities.

MR SIBANYONI: Yes.

CHAIRPERSON: What was the relevance of mentioning the second entity if you were not negotiating on their behalf as well?

MR SIBANYONI: It is because it is there. It is well known. You can see their buses operating. So that is why, after mentioning it, I said let us stick to this one.

CHAIRPERSON: Were you negotiating on their behalf as well? Were you or were you not?

MR SIBANYONI: I was not.

CHAIRPERSON: You were not. Again then, my question

stands. Why mention that in the context of being asked questions about who you were negotiating for, why mention the second entity?

MR SIBANYONI: Okay, can we withdraw that one, Chair? Because I have just said, after mentioning it, I said let us concentrate on this one. Which means can we withdraw that one?

CHAIRPERSON: Must we understand this to mean you were negotiating for only one entity then, GCBS?

MR SIBANYONI: Correct.

CHAIRPERSON: Thank you.

ADV CHASKALSON: Can I ask you, in your dealings in the transport industry, have you ever had dealings with a bus company involving the Paruk family?

MR SIBANYONI: No.

ADV CHASKALSON: No. So you have never dealt with the Paruk family?

MR SIBANYONI: No. But I know that family.

ADV CHASKALSON: You know them?

MR SIBANYONI: Yes, I know them.

ADV CHASKALSON: How do you know them?

MR SIBANYONI: I just know them. I just know them. One of my friends, I think, is a partner to them. One of my friends is a partner to them.

ADV CHASKALSON: And who is the friend who is their

partner?

MR SIBANYONI: I just call him by his Zulu name. I will get that name for you.

ADV CHASKALSON: Can you give us the Zulu name?

MR SIBANYONI: Ja, I will get it for you.

ADV CHASKALSON SC: No, no, but give us the name that you know him by.

MR SIBANYONI: Yes, I will get it for his name, just to ask someone what do we call this guy.

ADV CHASKALSON: Oh, you do not know what you call him?

MR SIBANYONI: Yes, but I know him very well.

ADV CHASKALSON: But you do not know his name?

MR SIBANYONI: Ja.

ADV CHASKALSON: I mean, if you see him, how do you address him?

MR SIBANYONI: I just forgot the name.

ADV CHASKALSON: If you were to see him now, how would you address him?

MR SIBANYONI: *Mwethu*.

ADV CHASKALSON SC: Good answer. All right, so we will come back to, let me then move to another part of what you were saying. You are saying it is gazetted that the 30 percent belongs to the people of KwaNdebele. That is what you said in that speech.

MR SIBANYONI: Yes.

ADV CHASKALSON: What did you understand that to mean?

MR SIBANYONI: It is that the same 30 percent of local ownership, local content still, the same thing.

ADV CHASKALSON: So was your understanding that there was a gazette somewhere that said that in relation to transport routes that go through a particular area, 30 percent of the value of those contracts must be given to local businesses?

MR SIBANYONI: Correct, ja.

ADV CHASKALSON SC: And was GCBS a local business?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And this other business, was it also a local business?

MR SIBANYONI: No, they are not local.

ADV CHASKALSON SC: They are not local.

MR SIBANYONI: Mmm-mmm.

ADV CHASKALSON SC: So they would not be entitled to a share of the 30 percent?

MR SIBANYONI: Ja, because they are not local.

ADV CHASKALSON SC: And then you say that when you are talking to HODs, we are told about the thing of red tape. What were you referring to there?

MR SIBANYONI: My understanding of the red tape is that

making things very much difficult for you to afford.

ADV CHASKALSON: Who had spoken to HODs?

MR SIBANYONI: Who, like what? Personally, so?

ADV CHASKALSON SC: Well, had you personally had a meeting with an HOD?

MR SIBANYONI: No.

ADV CHASKALSON SC: So who that you know had had a meeting with an HOD? Who told you about this red tape?

MR SIBANYONI: The directors of GCBS.

ADV CHASKALSON: And would that be Mr Phiri?

MR SIBANYONI: I think so.

ADV CHASKALSON SC: And anybody else?

MR SIBANYONI: No, no, no.

ADV CHASKALSON: Mr Phiri is the only director of GCBS.

MR SIBANYONI: No, not the only.

ADV CHASKALSON SC: That you know of?

MR SIBANYONI: Yes, that I know of.

ADV CHASKALSON: And your engagement with PUTCO, when did it start?

MR SIBANYONI: I think before 2024, in the middle of 2020. It has always been there, but officially when I started to engage with Mr Pisapia, it was 2023.

ADV CHASKALSON: 2023?

MR SIBANYONI: Ja.

ADV CHASKALSON: There is a picture on page 214.

MR SIBANYONI: Can you flight it for me?

ADV CHASKALSON SC: File 1.

MR SIBANYONI: Ja. Yes, I can see it.

ADV CHASKALSON: Are you able to say when this picture was taken?

MR SIBANYONI: Yes, it was in those deliberations.

ADV CHASKALSON SC: And deliberations, the engagement with PUTCO before your speech to the President and Minister Mantashe.

MR SIBANYONI: Yes, ja.

ADV CHASKALSON SC: So probably sometime in 2023.

MR SIBANYONI: Ja.

ADV CHASKALSON SC: Where was it taken?

MR SIBANYONI: In Centurion.

ADV CHASKALSON SC: At your clubhouse.

MR SIBANYONI: At the clubhouse.

ADV CHASKALSON SC: At the clubhouse.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And can we identify who these people are? First, correct me if the label is wrong in any respect. It says left to right, Mr Nkambule, Secretary, Business Forum. Is that correct?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And which business forum is Mr Nkambule the Secretary of?

MR SIBANYONI: The local business forum.

ADV CHASKALSON SC: Well, local to where?

MR SIBANYONI: KwaNdebele.

ADV CHASKALSON: KwaNdebele. So is it a KwaNdebele-wide business forum?

MR SIBANYONI: No, there is a business forum.

ADV CHASKALSON: No, no, I understand.

MR SIBANYONI: Ja.

ADV CHASKALSON SC: But is it the whole of KwaNdebele that this business forum represents? Is it Kwaggafontein?

MR SIBANYONI: No, this one is for Kwaggafontein, the municipality. It is called Thembisile Municipality.

ADV CHASKALSON: Then Mr Sindane, and we know Mr Sindane. Then someone who is labelled as Mr Sekwela from PUTCO Operations. Is that correct?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Then Mr Mahlangu, Mr N Mahlangu, Local Tribal Authority. Which tribal authority would that be?

MR SIBANYONI: The same way we were there.

ADV CHASKALSON: Which is it?

MR SIBANYONI: Nzunza. The tribal authority.

ADV CHASKALSON SC: Mr Pisapia, who we have discussed already, yourself. Mr Phiri, and is that the Mr Phiri you are talking about, about GCBS?

MR SIBANYONI: Sure.

ADV CHASKALSON SC: Mr M Masilela, of the business forum. Is it the same business forum?

MR SIBANYONI: Correct. And is it the same Mr Masilela who we discussed in relation to Mr Ntuli's matter?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: The same Mr Masilela who had dancing emojis in response to the new sheriff in town post.

MR SIBANYONI: Yes.

ADV CHASKALSON: Now, how many meetings did you have with PUTCO in the course of leading up to that speech that you delivered to the President and Minister Mantashe?

MR SIBANYONI: There is more than one, to be precise.

ADV CHASKALSON: And were they all in Centurion at the clubhouse?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And in those meetings, did you ever put to PUTCO that 30 percent of their routes should go to people from the local community?

MR SIBANYONI: We engaged around that. That was the main agenda. Not put it. We were engaging.

ADV CHASKALSON SC: I understand you were engaging, but I am trying to understand what... I mean, when one goes into negotiations, one has a set of bargaining positions. What were your bargaining positions that you put

to PUTCO?

MR SIBANYONI: Yes. The main one was this 30 percent local thing.

ADV CHASKALSON: And this 30 percent, what was the area to which it would relate? Because you are talking about a local community. I mean, PUTCO operates nationwide.

MR SIBANYONI: No, we are talking the KwaNdebele matter.

ADV CHASKALSON: So Nzunza, a local traditional authority...

MR SIBANYONI: That is in KwaNdebele, former KwaNdebele.

ADV CHASKALSON: The whole of the former KwaNdebele.

MR SIBANYONI: Ja.

ADV CHASKALSON: Including the sort of bits of what was old South Africa between, or not?

MR SIBANYONI: Currently it is called Mpumalanga, right? But before it was KwaNdebele.

ADV CHASKALSON: No, I understand it. But Mpumalanga, what is currently Mpumalanga is bigger than what was previously KwaNdebele.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: So when you say the former

KwaNdebele, are you just talking about the territorial areas that would have been part of the former KwaNdebele, or are you talking about a bigger area?

MR SIBANYONI: KwaNdebele only.

ADV CHASKALSON: So your municipality?

MR SIBANYONI: There are a few municipalities, but the existence of PUTCO before the municipalities was strictly KwaNdebele.

ADV CHASKALSON: Was strictly KwaNdebele. So the routes that PUTCO runs are strictly through areas of the former KwaNdebele.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And so the terms of these negotiations were limited to those routes in the former KwaNdebele.

MR SIBANYONI: Sure.

ADV CHASKALSON SC: And one of your bargaining positions was that 30 percent of those routes should go to local people.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And you say it was GCBS who was presented as the vehicle, the primary vehicle of the local community.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And what was PUTCO's attitude

to that? How did PUTCO respond?

MR SIBANYONI: The main response was, he is on a month-to-month, therefore we cannot get you an agreement while he is on a month-to-month.

ADV CHASKALSON: But what was your response to that? Because it does not seem to me that the fact that it is on a month-to-month explains why they cannot give 30 percent of the routes to you.

MR SIBANYONI: You do not understand what is month-to-month?

ADV CHASKALSON: I do understand what is month-to-month.

MR SIBANYONI: So if you understand what is month-to-month, if you can, for example, you go buy a car. Then they say, give us your contract. Then your contract is a month-to-month. They cannot give you that car because they are not sure about what is the next month bringing to you. So the main issue, even if you can discuss a lot of things, but because of him having a month-to-month, we cannot move.

ADV CHASKALSON: But he is had a month-to-month since the advent of democracy, as far as I understand. So it is pretty close to the advent of democracy. Is that not right? Was not that your complaint in the Public Protector matter? PUTCO's been on a month-to-month since the 1990s.

MR SIBANYONI: No, no. On the Public Protector matter, it is that PUTCO has been there for 43 years, whereas I was living as a student at the lower primary. That was our concern to the Public Protector at the time. 43 years, they will give him 5 years or 7 years. After 7 years, they will renew it again to 12 months, to another 5 years. It becomes 12. When it is supposed to be advertised, it does not get advertised. It becomes a negotiated deal with government. Then you will negotiate and get another 12 months. Then it is 24 years. Then when it lapses again, it does not get publicised. It still gets to a negotiated contract. 36 years. That was our concern.

ADV CHASKALSON SC: Yes, but of course, if you had 30 percent of the routes ...[intervenes]

MR SIBANYONI: At that time, there was no... At that time, the issue of 30 percent was not gazetted in government.

ADV CHASKALSON: No, no. I am talking about these engagements in November 2023, when you are asking for 30 percent.

MR SIBANYONI: At that time, it was on a month-to-month.

ADV CHASKALSON: And how long had PUTCO been on month-to-month by November 2023?

MR SIBANYONI: I am not sure.

ADV CHASKALSON SC: And you were not prepared to take the negotiations forward, saying, well, give us 30

percent of the routes in the meantime while you are on month-to-month and when...

MR SIBANYONI: No, it will not make sense if you do that. You cannot get your 30 percent on a month-to-month company. What if his contract lapses in the next month and the new company comes into operation?

ADV CHASKALSON: But then why did not you raise that problem with the President? Because your problem with the President was not that ...[intervenes]

MR SIBANYONI: It is not my problem per se, like you are saying, my problem. It is not a personal problem. Do not put it as if it is a personal problem. I am speaking on behalf of the Business Forum. I am speaking on behalf of the business people at home.

CHAIRPERSON: Did GCBS already have buses?

MR SIBANYONI: Yes, they do have buses.

CHAIRPERSON: Then I do not see the difficulty with them using their buses for as long as the month-to-month contract existed.

MR SIBANYONI: They were not enough.

CHAIRPERSON: What was not enough?

MR SIBANYONI: Those buses. They cannot acquire more buses.

CHAIRPERSON: But why could they not use those that they had?

MR SIBANYONI: They were operating and they are still operating.

CHAIRPERSON: As part of that, they intended 30 percent?

MR SIBANYONI: Yes. So, let us say in that space you need to have 8 buses. In the meantime you have got 20 buses. If you want to go and buy an extra 60 buses, the banks will never approve you for that space because you are on a month-to-month. You do not have a contract.

CHAIRPERSON: So what exactly are you saying? I was saying that they actually did come on board in terms of the 30 percent arrangement.

MR SIBANYONI: Yes, they did.

CHAIRPERSON: They did?

MR SIBANYONI: Yes, a little bit.

CHAIRPERSON: 20 buses instead of 80?

MR SIBANYONI: Ja, as an example.

CHAIRPERSON: I do not understand as an example. Did they or did they not have 20 buses?

MR SIBANYONI: They had buses, but I am not certain about the number.

CHAIRPERSON: So the problem was not really the month-to-month. The problem was them not having the rest of the buses.

MR SIBANYONI: Yes.

CHAIRPERSON: Thank you.

ADV CHASKALSON: And were you asking for PUTCO to give them additional buses?

MR SIBANYONI: Ja.

MR SIBANYONI: Yes.

ADV CHASKALSON: To give or to sell?

MR SIBANYONI: To do what?

ADV CHASKALSON SC: To give additional buses or to sell additional buses?

MR SIBANYONI: No, buses you buy them on your own entity. Then you plug into PUTCO's business.

ADV CHASKALSON: So what did you want from PUTCO? What was the request or the demand of PUTCO? What should PUTCO have done?

MR SIBANYONI: If for argument's sake we are requesting a contract, a subcontract gets a contract from PUTCO as a subcontract. Then getting that subcontract, it is a contract. So you get that contract, you move to some finance companies to get approval to buy other buses to cover the scope of your 30 percent.

ADV CHASKALSON: Now I understand that, but what were you asking PUTCO in that respect? Presumably you were asking PUTCO one of two things. Subcontract 30 percent of your routes to us.

MR SIBANYONI: That was the main thing.

ADV CHASKALSON SC: And did PUTCO refuse to do so?

MR SIBANYONI: Could not give because of his month-to-month contract with government.

ADV CHASKALSON: But was PUTCO saying we will not subcontract to you or we can subcontract but you must understand it is only month-to-month?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And so what was your problem with PUTCO? What more did you want from PUTCO?

MR SIBANYONI: No, there was no problem.

MR SIBANYONI: But that is not what is conveyed in your speech to the President and Minister Mantashe.

MR SIBANYONI: That is not what you understand.

ADV CHASKALSON: Well, let us go there.

MR SIBANYONI: Okay.

ADV CHASKALSON SC: We are busy engaging with PUTCO. There are a lot of red tapes within the space. PUTCO has been operating here for 43 years. Please assist us. When you find someone wanting to interfere with the PUTCO business, you must know it is us. What did you mean by that?

MR SIBANYONI: Like I was engaging with PUTCO. As you can see in your photos, it is us engaging with PUTCO.

ADV CHASKALSON SC: Yes, that is the first sentence. But there is a second sentence. When you find someone wanting to interfere with the PUTCO business, you must

know it is us.

MR SIBANYONI: The photo tells the one that you have just presented here. It is us.

ADV CHASKALSON: Yes, but what is the interference with the PUTCO business that you are speaking of?

MR SIBANYONI: The engagement we are talking about. But you did not say engage. You had already said engage. You'd now said, when you find someone wanting to interfere with the PUTCO business, you must know it is us. What did you mean by interfere?

MR SIBANYONI: I think my understanding is not your understanding. If I am engaging with you, it is one and the same thing when I interfere with you. Interference, that is when I am engaging you. Interfering to amend to your matters, it is me engaging you about those matters.

ADV CHASKALSON: There is a world of difference between engaging with someone and interfering with their business. Are you suggesting they are the same thing?

MR SIBANYONI: That is why I am saying your understanding with my understanding.

CHAIRPERSON: No, Mr Sibanyoni, you speak English very well. Surely, you do realise there is a huge difference between engaging and interfering.

MR SIBANYONI: Ja, I get you, Chair. We are talking, this is the Queen's language. Broad as it is, the understanding

of it will differ, more especially when I am engaging the evidence leader. As much as I understand English, we can differ understanding the Queen's language. But the photos on its own ...[intervenes]

CHAIRPERSON: Oh, sorry, sorry, continue, sorry.

MR SIBANYONI: The photos on its own. Leave alone how did I put it to the President. But my engagement with PUTCO more than once, for me it demonstrates very well that I was ready for engagement.

CHAIRPERSON: Let me suggest to you why I think you are saying engage and interfere mean one and the same thing. You are saying that because you are in a difficult position in which you cannot explain why you spoke about interference. Now you are forced to say all you meant was engage. Your comment.

MR SIBANYONI: If maybe that word of interference comes out to be the other way, we can replace it with engagement. So that we allow the flow of this Commission. But definitely my interference was not meant in a bad way.

CHAIRPERSON: Thank you.

ADV KHUMALO SC: Mr Sibanyoni, good morning.

MR SIBANYONI: Top of the morning, Commissioner.

ADV KHUMALO SC: What would you or the forum you represented have done if the transport company ...[intervenes]

MR SIBANYONI: Come again, I am sorry.

ADV KHUMALO SC: What would you or the forum you represented, what would you have done if PUTCO had said we are not receptive to your request for 30 percent?

MR SIBANYONI: I was going to take them to Court.

ADV KHUMALO SC: And do what?

MR SIBANYONI: And at the time I think the report of the public protector was there. Take them to Court or take government to Court.

ADV KHUMALO SC: Would you have interfered with their business in the sense of stopping them from operating?

MR SIBANYONI: No, you cannot do that.

ADV KHUMALO SC: Why not?

MR SIBANYONI: No, I cannot do that.

ADV KHUMALO SC: Why not?

MR SIBANYONI: No, in my capacity I cannot do that.

ADV KHUMALO SC: Yes, why not? I understand you cannot do that. Why not?

MR SIBANYONI: That is not my way of engaging.

ADV KHUMALO SC: Thank you, Mr Chaskalson.

ADV CHASKALSON SC: You then said we are fighting for our own 30 percent within the PUTCO section. It is gazetted that 30 percent belongs to the people of KwaNdebele. But when you are talking to HODs who are told about the thing of red tape, we do not need any red

tape. If they do not follow that, we will fight for ourselves. What were you meaning there?

MR SIBANYONI: I think I have answered through the Chairman the same question that he was asking.

ADV CHASKALSON: What was this fight going to involve?

MR SIBANYONI: Engagement, going to Court.

ADV CHASKALSON SC: Did you ever go to Court?

MR SIBANYONI: Not yet.

ADV CHASKALSON: Not yet?

MR SIBANYONI: Ja.

ADV CHASKALSON SC: Has PUTCO ever given you 30 percent of its risk?

MR SIBANYONI: It has never extended from where we weigh.

ADV CHASKALSON: So why have you not gone to Court yet?

MR SIBANYONI: Ja, it is a matter of engaging further. Because in the mix of that, on our engagement, PUTCO buses got burned. Then we could not have another meeting going forward because of those situations. The GCBS buses got burned. So there was a lot of confusion at the time. But when the matter has been settled down, we will go to engagement.

ADV CHASKALSON: We will get to the burning of the PUTCO buses ...[intervenes]

MR SIBANYONI: No, I am saying what disturbed us. All I am saying is what disturbed us for not going all those steps.

ADV CHASKALSON: We will get there in due course, but that happened in January last year. That is more than 18 months ago. Have you not engaged with PUTCO since then?

MR SIBANYONI: So you are saying?

ADV CHASKALSON SC: I am saying that the buses got burnt 18 months ago. Have you not engaged with PUTCO since then?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: You have not?

MR SIBANYONI: No, we have not.

ADV CHASKALSON: And have you taken them to Court?

MR SIBANYONI: Not yet.

ADV CHASKALSON: So the fight is a long game, this fight of taking them to Court.

MR SIBANYONI: Ja, we will. At the end of the day, we will go there.

ADV CHASKALSON: You went on to say, there are mines that are here in our place. We will go and visit them. Do not worry. While you are still restructuring government, it is fine. We will go there to the mines. When you see people at the mines from KwaNdebele, you must know it is us. What were you referring to there?

MR SIBANYONI: The rate of unemployment in KwaNdebele is too high. So people have been complaining as to job deliveries, something like that. So obviously, because there are mines near their places, people will go there. And Mr Chaskalson, I was speaking on behalf of the community. Do not put it as if, what do you mean, as if it is mine. You can see that our chief, we are talking in the presence of our chief. So I have always been mandated to speak on behalf of that space.

ADV CHASKALSON: And what was the mandate in relation to saying that people, while government is restructuring, we will go there to the mines. What did your community want you to convey?

MR SIBANYONI: That they will march to the mines.

ADV CHASKALSON SC: They will march to the mines for employment at the mines.

MR SIBANYONI: Come again?

ADV CHASKALSON SC: For employment at the mines.

MR SIBANYONI: Yes, ja.

ADV CHASKALSON SC: And then you say, when you see people at the mines from KwaNdebele, you must know it is us. Who is us?

MR SIBANYONI: The community.

ADV CHASKALSON SC: But if you see people at the mines from the KwaNdebele community, you would know

that they are from the KwaNdebele community.

MR SIBANYONI: Yes.

ADV CHASKALSON: So who is the us?

MR SIBANYONI: The community.

ADV CHASKALSON SC: So you are saying that when you said us there, what you were saying is when you see people at the mines from KwaNdebele, you must know it is the KwaNdebele community.

MR SIBANYONI: The community, yes.

ADV CHASKALSON SC: I would have thought people would have assumed that if they see people at the mines from KwaNdebele, that these people come from the KwaNdebele community.

MR SIBANYONI: Ja, those mines are within the proximity of KwaNdebele. Nothing else.

ADV CHASKALSON: This speech was made in January of 2024.

MR SIBANYONI: Okay.

ADV CHASKALSON SC: Can we then go to page 780, file 2. 780, 7-8-0. We are now in August 2024, and on the 2nd of August 2024, chat number 4, you messaged Mr Sindane to say:

> "Phiri and Solly Masilela is here for PUTCO matter."

MR SIBANYONI: Yes.

ADV CHASKALSON SC: What was that about?

MR SIBANYONI: Same conversation, the ongoing conversation of the PUTCO matter.

ADV CHASKALSON: So was there a meeting in August 2024 with PUTCO?

MR SIBANYONI: No, no, me and them.

ADV CHASKALSON: You and them?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And what was that discussion about?

MR SIBANYONI: As to how do we find a way forward.

ADV CHASKALSON: And what were you looking for in terms of a way forward? Because, let me put my difficulty to you. PUTCO, you had said to PUTCO 30 percent should go local.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: PUTCO had said we only have month-to-month. So, if you get 30 percent it is on a month-to-month contract, and I understood that the problem with a month-to-month contract is that you would not get finance for buses on a month-to-month contract.

MR SIBANYONI: Right.

ADV CHASKALSON: So what could PUTCO, what were you going to demand from PUTCO? Or what were you going to ask from PUTCO in those circumstances?

MR SIBANYONI: Nothing more.

ADV CHASKALSON: Nothing more?

MR SIBANYONI: No, no, nothing more.

ADV CHASKALSON: So what was the purpose of the meeting with Phiri and Solly Masilela?

MR SIBANYONI: Just getting an update.

ADV CHASKALSON: An update on what?

MR SIBANYONI: Phiri is one of the directors in the GCBS, right? And he is the one who normally engages with PUTCO. So, me wanting to talk to him, getting an update as to did he finally met or did PUTCO finally get his main contract? What is the way forward we can do? Or how can I assist furthermore?

ADV CHASKALSON: So your meeting was simply to find out whether PUTCO now had a longer contract?

MR SIBANYONI: Yes, one of those.

ADV CHASKALSON SC: And what were you told?

MR SIBANYONI: No, not yet.

ADV CHASKALSON: That they did not have a contract yet?

MR SIBANYONI: No. But eventually he got it, I do not know, I cannot say when was that, but eventually he got it.

ADV CHASKALSON: Now, Solly Masilela, that is a different person from Mbembe Masilela.

MR SIBANYONI: Yes.

ADV CHASKALSON: Who is he?

MR SIBANYONI: He was employed by GCBS.

ADV CHASKALSON: So he and Mr Phiri are both of GCBS and they are running a smaller scale subcontract from PUTCO.

MR SIBANYONI: Sure.

ADV CHASKALSON SC: And the community wanted them to get a bigger share from PUTCO.

MR SIBANYONI: Yes.

ADV CHASKALSON: But for that PUTCO needed a contract for more than month-to-month.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: That meeting that you had with Phiri and Masilela was in August 2024. Can we, well, PUTCO informs us that between October 2024 and January 2025 their buses in the form of KwaNdebele started getting blocked by taxi operators. Are you aware of that?

MR SIBANYONI: I have heard about it.

ADV CHASKALSON: Can I show you a video? We were given many of these videos, I will just show one. It is the video referenced at page 219. So do you accept that what that video shows is a taxi blocking the route of a PUTCO bus and then the PUTCO bus stops and someone comes to speak to the driver?

MR SIBANYONI: There, I can see now.

ADV CHASKALSON: We have been told by PUTCO that between October 2024 and January 2025 there were more than 350 incidents of this nature where their buses had to turn around because taxis blocked their path. Are you aware of the scale of that?

MR SIBANYONI: No, I am not aware.

ADV CHASKALSON: You are not aware.

MR SIBANYONI: Mmm.

ADV CHASKALSON SC: The taxi associations in KwaNdebele, is there a taxi association in KwaNdebele other than yours?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Which other one is there?

MR SIBANYONI: Mmm... KwaMhlanga Taxi Association.

ADV CHASKALSON: And that is not affiliated to any taxi association that you hold office in?

MR SIBANYONI: It is affiliated to another structure.

ADV CHASKALSON: What is the structure to which it is affiliated?

MR SIBANYONI: The last time I checked was MTA.

ADV CHASKALSON: You see when I, several weeks ago when you were first here I asked you whether the taxi, we discussed the structure of the taxi association. The taxi associations and the principle that there would be one association per route as it were. And we dealt with the

taxis running routes on the Moloto road between Kwaggafontein and Pretoria. And you agreed at the time that there was only one association running that route. And that that association was affiliated to your association. Do you recall that?

MR SIBANYONI: No, I do not recall.

ADV CHASKALSON: It is in the record.

MR SIBANYONI: It cannot be, it cannot be that, there is only one association in KwaNdebele.

ADV CHASKALSON SC: That is not what I said. I was talking about running a route from Kwaggafontein to Pretoria along the Moloto Road.

MR SIBANYONI: Ja, Kwaggafontein is one of those associations.

ADV CHASKALSON SC: Is one of those?

MR SIBANYONI: Of those associations that run between Pretoria and Kwaggafontein.

ADV CHASKALSON SC: Now you are saying there is several associations that run that route.

MR SIBANYONI: There are more than one.

ADV CHASKALSON SC: That was not your evidence when you first came. Your evidence was very clear the first time you came. There was one association. Remember we were discussing recommendations to come out of following the Shongwe Commission and how linking routes to single

associations was a way of trying to prevent taxi violence. Do you recall that?

MR SIBANYONI: I recall, but there is no way I can mention that there is one association in the whole of KwaNdebele.

ADV CHASKALSON SC: That is not what I am asking. That is not what you said last time and it is not what I am saying now. What was put to you last time was that there was one association that controlled the route along the Moloto Road from Kwaggafontein to Pretoria. Are you saying there is more than one association that runs that route?

MR SIBANYONI: Ja.

ADV CHASKALSON SC: That is what you are saying now.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Well, that was not your evidence last time.

CHAIRPERSON: Just on that one route, Mr Sibanyoni, not the whole of KwaNdebele. You hear that. That is the focus of the question. Just that one route. So are you saying...

MR SIBANYONI: Ja, from KwaNdebele to Pretoria, there are many associations that run that route.

CHAIRPERSON: The Moloto Road...

ADV CHASKALSON SC: From Kwaggafontein to Pretoria.

MR SIBANYONI: Ja.

ADV CHASKALSON SC: On the Moloto Road.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: You are saying there are many associations.

MR SIBANYONI: There are many associations.

ADV CHASKALSON SC: Which are these associations?

MR SIBANYONI: KwaMhlanga Taxi Association is one of those.

ADV CHASKALSON SC: And who else?

MR SIBANYONI: Boteti, Moteti Taxi Association and Dennilton is one of those. Siyabuswa takes association as one of those. Waterval Taxi Association is one of those.

ADV CHASKALSON SC: Sorry, can you just give me that last name?

MR SIBANYONI: Waterval.

ADV CHASKALSON SC: And which of those associations are affiliated to your association?

MR SIBANYONI: None.

ADV CHASKALSON SC: None. We will come back to what you said on the transcript after tea time, when I can actually retrieve the transcript. But for now, I want to put to you that what we saw with taxis blocking the path for PUTCO buses, that was someone interfering with the business of PUTCO, was it not?

MR SIBANYONI: You can say that.

ADV BALOYI SC: In the light of this anterior discussion

about Moloto, Kwagga to Pretoria, are you saying that incident on the video is on that route?

ADV CHASKALSON: I am not saying that incident on the video is on that route. It needs to be, I can get videos of several other incidents on the Moloto Road. On the Moloto Road between Kwaggafontein and Pretoria.

ADV BALOYI SC: [indistinct]...

ADV KHUMALO SC: Can I ask Mr Sibanyoni a question? Mr Sibanyoni, looking at that video, are you able to tell us whether those taxis in that video belong to any association affiliated with yours?

MR SIBANYONI: No.

ADV KHUMALO SC: You are not able to tell?

MR SIBANYONI: I can tell. They are not affiliated to me.

ADV CHASKALSON SC: How can you tell that?

MR SIBANYONI: The Mpumalanga Taxi Association, like I have mentioned, the few that I have mentioned, that are operating between Moloto Road and Pretoria, they are not affiliated to myself.

ADV CHASKALSON SC: But how could you tell that those taxis?

MR SIBANYONI: I can see the registration says MP, MP.

ADV CHASKALSON SC: So the Mpumalanga registration tells you that they are not affiliated?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: What registrations do your taxis have?

MR SIBANYONI: GP. Mine personally.

ADV CHASKALSON SC: In associations that are affiliated with you?

MR SIBANYONI: No, I can tell when I see.

ADV CHASKALSON SC: I am asking a different question. What registrations do they have?

MR SIBANYONI: There are a lot in Limpopo. You find GP. You find North West.

ADV CHASKALSON SC: None in Mpumalanga?

MR SIBANYONI: We do have, but far. Like your Nelspruit. For example.

ADV CHASKALSON SC: So there are no taxis in the Moloto corridor, operating in the Moloto corridor, with Mpumalanga licence plates?

MR SIBANYONI: No.

ADV CHASKALSON SC: That are affiliated to your associations?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: So what licence plates do your taxis have that operate in the Moloto corridor?

MR SIBANYONI: GP.

ADV CHASKALSON SC: GP and Limpopo.

MR SIBANYONI: Limpopo.

ADV CHASKALSON SC: Any others?

MR SIBANYONI: No.

ADV CHASKALSON SC: Now, those people who do not belong to your association.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: They were interfering with the business of PUTCO. You will accept that by blocking PUTCO buses?

MR SIBANYONI: I can see so.

ADV CHASKALSON SC: When you spoke to the President earlier that year, you said, you must know it is us if people interfere with the PUTCO business. You must know it is us. So why should we not assume that it was us, it was you?

MR SIBANYONI: I was not speaking on behalf of myself. I have mentioned that. The interest of the community and the business people at home. We cannot personalise that. And, Chair, I have heard the evidence. We are talking his interaction with PUTCO. His interaction. For me, it tells this matter of PUTCO becomes personal because reading from the scope of this Commission does not put PUTCO into the picture. And me listening to him, he says now his interaction with PUTCO. He is driving this matter of PUTCO to personalise it so it comes back to me.

CHAIRPERSON: How can you be engaged on matters relating to PUTCO if the evidence leaders and indeed even

the Commission's investigators have not had interactions with PUTCO? There is nothing wrong. There is nothing wrong at all with that. If you are saying issues relating to PUTCO have nothing to do with the Commission's terms of reference, that is something else altogether. But I am not even sure whether you are imputing impropriety or what exactly the point you are making is. But I just do not understand on what basis you would say this.

In fact, you are imputing impropriety if you are saying it is now becoming personal and it is no longer about the business of the Commission. You are imputing impropriety on the part of the chief evidence leader. And I am telling you straight to your face that that is not so. For the evidence leader to be able to engage you on matters relating to PUTCO, there is nothing wrong for him or for the Commission's investigators to interact with or consult with people from PUTCO. There is nothing wrong with that at all.

MR SIBANYONI: Thank you, Chair.

CHAIRPERSON: Thank you very much.

ADV CHASKALSON SC: Chair, we have reached 11 o'clock, so it may be a convenient time for the tea break.

CHAIRPERSON: Let us adjourn and resume at 11.30.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Yes, Mr Chaskalson.

ADV CHASKALSON: Thank you, Chair.

MR SIBANYONI: Sorry, Chair.

CHAIRPERSON: Yes.

MR SIBANYONI: My apologies. I wanted just to bring that abbreviation of GCBS into records.

CHAIRPERSON: Yes.

MR SIBANYONI: It is called Gijima Consortium Bus Services.

CHAIRPERSON: Thank you very much for that.

MR SIBANYONI: And furthermore, Chair, just one more thing. Much as I am going to continue replying the question that mister, the evidence leader is asking anyway, I wanted to put on record that and to clear this air, so that the Commission can understand that the PUTCO matter, hence I have mentioned to him that he is bringing it personally. I was relying on the fact that there was an investigation that was done by PUTCO. From where I am sitting, it was done and it was concluded from an independent investigation and it did not include me.

So, based on that, much as I am saying I am still going to answer questions, but I wanted to clear with the Chair if they do not know that information. Hence I was asking, hence I was referring to the evidence leader, that I think from where he is sitting he has met with them. He

should have shared that investigation report which was included. So now he is opening it again, which I do not have a problem if he opens it through your support. No problem about that. But I wanted to put it clear that an investigation, independent, was done and concluded.

CHAIRPERSON: You can make your points, but absent a cogent basis for imputing impropriety, you should not.

MR SIBANYONI: Okay.

CHAIRPERSON: You should not. If you want to make a point about a report not having been shared with you, you can make that point. You do not have to go further and say the chief evidence leader is being personal. I do not quite see where or how that comes into the equation.

MR SIBANYONI: Okay, is it possible that I can get that report as well?

CHAIRPERSON: All right.

MR SIBANYONI: Okay, thanks.

CHAIRPERSON: That is all I was saying. I was by no means gagging you in terms of whatever points you may be minded to make. By no means, I would never do that.

MR SIBANYONI: I get you, Chair.

CHAIRPERSON: Thank you.

ADV CHASKALSON: Chair, Mr Sibanyoni, I wanted to continue with this line of questioning. I just wanted to clarify a few issues. The first is, we went online and were

told that GCBS and PUTCO have been partners since 2019-20. Does that ring true to you?

MR SIBANYONI: Yes.

ADV CHASKALSON: So GCBS had been a subcontractor for several years before you started engaging with PUTCO.

MR SIBANYONI: Yes.

ADV CHASKALSON: And the...

CHAIRPERSON: Can you please clarify what your engagement was about, if there was already in place a business relationship between GCBS and PUTCO? What exactly were you engaging about?

MR SIBANYONI: Okay. The main one, the amount that PUTCO was paying per bus to GCBS, was a serious concern to an extent that you cannot even afford to pay an instalment. And that one automatically put GCBS to failure because if your bus costs R65,000 per month, then PUTCO is paying you 50,000, that did not make sense. And we forwarded to him that it does not make sense. Then in his reply, what he said, even without us, if he himself goes and buys buses, he was going to pay 45, not our 50. So he is saving more if we are not part of his consortium. So those were one of the...

CHAIRPERSON: All right, you have told us what the problem was.

MR SIBANYONI: Ja.

CHAIRPERSON: You then engaged on behalf of GCBS. What did you want, what outcome did you want to see?

MR SIBANYONI: The outcome was firstly to raise that amount of money from, so that it makes sense, from 50,000 to a certain number that will make sense, that will also cover your instalment, cover your running costs, and cover your drivers. Yes.

CHAIRPERSON: You say firstly. Secondly?

MR SIBANYONI: Then secondly, to issue us a contract. So that, let us say we agree on the, from 50,000 to 90,000, then issue us a contract so that we go buy extra buses and cover the space.

CHAIRPERSON: Still on those terms, the 90,000?

MR SIBANYONI: Yes.

CHAIRPERSON: And that was it?

MR SIBANYONI: That was it, ja.

CHAIRPERSON: That does not quite... Yes, yes, yes.

MR SIBANYONI: Then to have some social engagements at home, support the locals, support our chief, have some sponsorship to some developments at home, because he is operating from that space. Then we shared those, his involvement, but those involvements were like very old. We are talking in 2024, he will refer the last time he was assisting the community was 2014, something like that, 10 years ago. Then please renew those things so that we

uplift the community.

CHAIRPERSON: Those terms, unless I am missing something, do not quite tally with the proposed terms you told us about earlier. I understood you to be saying that all that you wanted were routes.

MR SIBANYONI: That was the main.

CHAIRPERSON: So I understood that not necessarily to suggest that you wanted to be paid something by PUTCO. You wanted to be given routes and you then operate, or rather GCBS would then operate on those routes and would make money for itself on those routes. That is how I understood it.

MR SIBANYONI: Yes.

CHAIRPERSON: Was my understanding wrong?

MR SIBANYONI: No, you did understand me very well. It was an additional on the amount that the buses were getting paid. It was additional on top of that.

CHAIRPERSON: Was GCBS going to use these buses on the routes that it would be given and for which or in respect of which it would make money for itself? And then on top of that, you wanted it to be paid R90,000.

MR SIBANYONI: As an example, 90,000 is not exactly, but when you sit down, you calculate, can we move from this 50 to a certain amount of money that can accommodate the expenditure of running a bus?

CHAIRPERSON: But they would be running routes on their own and making money for themselves. So they would pay themselves and pay for whatever expenses out of the money they would make running those routes. Why did they want money from PUTCO?

MR SIBANYONI: It is not like that. When you operate those routes, you are contracted to PUTCO. It is the one who pays you.

CHAIRPERSON: Mr Chaskalson? You said my understanding was correct, but the two do not quite stand together. But anyway, I will leave it at that.

MR SIBANYONI: Okay.

CHAIRPERSON: Unless I misunderstood altogether.

MR SIBANYONI: So Chair, let me repeat it again. For you to operate that Moloto route with a bus, you are contracted to PUTCO, no one else. You get your money, PUTCO will be contracting to you, as I will give you R50,000 per month to operate on that. I will give you schedules, I will give you everything. At the end of the month, I will give you 50. That was not enough. So you cannot just operate on your own without getting money from the commuters that we are operating.

ADV KHUMALO SC: Who gets the ticket money? So commuters or passengers buy tickets?

MR SIBANYONI: Yes, from PUTCO.

ADV KHUMALO SC: So they buy from PUTCO?

MR SIBANYONI: Correct, yes.

CHAIRPERSON: PUTCO gets the income and then pays you the 50,000 as GCBS?

MR SIBANYONI: That is right.

ADV KHUMALO SC: Okay, I think that is what you and Chair...

CHAIRPERSON: Now that makes sense. You did not give me that detail.

MR SIBANYONI: Okay.

ADV CHASKALSON: And how many... We are told that GCBS had 39 buses running on that route. Does that ring true to you?

MR SIBANYONI: It can be like that.

ADV CHASKALSON: Now, I want to pick up on that blockade of the PUTCO bus video. You addressed it in your supplementary statement.

MR SIBANYONI: Which one?

ADV CHASKALSON: Supplementary statement at page 40.

MR SIBANYONI: Okay, ja.

ADV CHASKALSON: And you said in paragraph 117:

> "Regarding the bus blockade videos, I wish to draw the Commission's attention to a matter that requires investigation. It is a distinct possibility and indeed a matter

> that should be formally investigated and interrogated with serious precision. It is the prevailing theory that PUTCO torched its own buses in connection with the labour and industry disputes at the time."

I have a series of questions in relation to paragraph 117. The first is, why did you not say in your statement, these taxis were not my taxis? Why did you not say that in your statement?

MR SIBANYONI: Can you read again?

ADV CHASKALSON:

> "Regarding the bus blockade videos..."

Which is the video that we have just displayed, of a series of taxis on the side of the road, a taxi drives out to block the bus.

MR SIBANYONI: Mmm.

ADV CHASKALSON:

> "...I wish to draw the Commission's attention to a matter that requires investigation. It is a distinct possibility and indeed a matter that should be formally investigated and interrogated with serious precision. It is the prevailing theory that PUTCO torched its own buses in connection with the labour and industry

disputes at issue at the time."

So my first question is, why did you not say in your statement what you say now? Whoever these taxis were, who were blocking the buses, they were not mine. I know that they are not mine because I do not have any Mpumalanga licence plate taxis operating in the Moloto corridor. Why did you not just make that clear to us in your statement?

ADV QOFA: Chair, if I may, apologies. At no point was the evidence bundle saying the information there belongs to Mr Sibanyoni. So we could never have made that inference. It could have never reasonably been assumed that a video suggested that the taxis belonged to Mr Sibanyoni. In fact, that was never the implication. And so I understand the question that has been put to him, but the entire bundle of evidence, as one would have analysed it fully, would never have meant that a video of that nature meant the taxis belonged to Mr Sibanyoni. Thank you, Chair.

CHAIRPERSON: Thank you, Ms Qofa. Yes, Mr Chaskalson?

ADV CHASKALSON: Well, there were four videos that were given to Mr Sibanyoni in advance of his preparation of this statement.

CHAIRPERSON: For clarity, perhaps, by your taxis or these not having been yours, you are referring to the

association.

ADV CHASKALSON: The association.

CHAIRPERSON: Of which he is the President.

ADV CHASKALSON: Indeed. There were four videos included in the bundle. The first was the speech at the meeting attended by the President and Minister Mantashe. At that speech, Mr Sibanyoni said, if you find people interfering with the PUTCO business, you must know it is us. Then there were three videos of people interfering with the PUTCO business. The one was the video that we have seen involving the blocking of the PUTCO bus.

And there were two more, to which we will come very shortly, which are videos of PUTCO buses being burned at their depots all over the same period. Now, I would have thought that it was obvious that why we had put those videos in, was that we were concerned to find out whether Mr Sibanyoni had been involved in the bus blockade of the PUTCO buses, or indeed of the burning of the PUTCO buses.

He had said, if you find people interfering with the business of PUTCO, you must know it is us. And he chose to respond to this video of the bus blockade. I would have thought the first thing one would say on seeing the bus blockade video is, these taxis belong to a different association, they do not belong to me, or to my association.

But in any event, Mr Sibanyoni can answer that question himself.

ADV BALOYI SC: Ja, I suppose he can answer, but I think it is an objection to the question, that you are asking a question, and the objection is, but that question was never asked, is it a fair question now to challenge him on? I think that is what has been raised with you. And indeed, I was going to ask you, before the objection came up, whether the notice required him specifically to answer the question, that kind of question that you are asking, and if the notice did not raise a question that pointedly, what do we make of it? What would you ask us to make of it?

ADV CHASKALSON: The notice in relation to the statement did not. The notice in relation to the subpoena is a subpoena to talk generally to the terms of reference. I did not pertinently highlight this issue. But the issue in relation to what happened at PUTCO, is clearly something that bears on our terms of reference, and clearly something with which Mr Sibanyoni engaged, and from the bundle, it was clear that it was an issue in relation, or in respect of which we had an interest.

ADV QOFA: Chair ...[intervenes]

ADV KHUMALO SC: Mr Chaskalson, the question, the way you put it was, why did you not in paragraph 117 say, those are not my taxis? Now the objection is, he was not asked to

comment on whose taxis those are, so it is unfair to say to him, why did you not say in your statement? But if the question is put now, whose taxis are those, I am sure he can answer. But to say, why did you not say in 117, those are not my taxis? The objection is, he was not asked to comment on the ownership of the taxis in the video.

ADV QOFA: And, Chair, forgive me, Chair, thank you. Thank you, Chair, please proceed.

CHAIRPERSON: Any further response, Mr Chaskalson?

ADV CHASKALSON: I am not going to push this.

CHAIRPERSON: All right, let us continue then.

ADV CHASKALSON: I then want to take you back to our exchange on the 28th of August, because I have now found the transcript.

MR SIBANYONI: Which one is that?

ADV CHASKALSON: It is not in the files, it is a transcript of what you testified to on the 28th of August. You were testifying about the Shongwe Commission, and you said the following.

> "The Shongwe Commission found that the business model of the minibus taxi type service industry contains within it the structural preconditions for violence. These drivers have not been documented consistently across multiple enquiries

...[intervenes]"

CHAIRPERSON: Sorry, is it not possible to flight this? Please start from the beginning.

ADV CHASKALSON: So you were reading part of your statement, and you said:

> "The Shongwe Commission found that the business model of the minibus taxi type service industry contains within it the structural preconditions for violence. These drivers have not been documented consistently across multiple enquiries spanning more than two decades."

The Chair intervened:

> "Have been."

And you said:

> "Have not been."

And you responded:

> "Yes, have been documented consistently, yes."

Sorry, number 40:

> "Route wars constitute a fundamental economic driver. Control of a route means control of income. Associations operate as a de facto gatekeepers of economic participation. The provincial regulatory

> entity, which we normally call PRE, requires applicants to produce associations letters of recommendation, despite this not being a legal requirement, thereby empowering associations to exclude non-members and control who operates and on which routes."

I then intervened and said:

> "So if I can come in here, can you tell us practically what that means? Let me give you an example. Assume I want to run, I decide to give up law and I want to get into the taxi business, and I want to run a taxi on a particular route, say one from your ancestral home in Kwaggafontein to Tshwane, how do I do that? Who do I speak to? Who will control whether I can do that? What do I need to do?"

You said:

> "You firstly write a formal letter to the chairperson of that particular association. In two instances, whether you would like to have a meeting with them or you go straight to the matter. Then once they allow you to participate in the meeting,

> you will be easily asking them what is it that you are here, which is to conduct business with them. Then for the mere fact that you do not have a permit, if they accept you with all their conditions, they will write a letter to the Department of Transport, to this board which is named PRE, so that this application must be approved. Then after the application has been approved, it is then that you will go to purchase a vehicle. Then after purchasing a vehicle, the permit will be attached to that vehicle and then you start operating."

So I say:

> "So there is one association that would be operating on that particular route and that is the association I would have to go to."

You say:

> "Yes."

I say:

> "You do not have competing associations on the route."

You intervene:

> "No currently we do not have, it used to

be."

And I say:

"And since how long? And is this one association, one route, a principle across the industry now? Or is it sort of patchy?"

And you say:

"Ja, it differs with associations."

Later down, the conversation continues and I say:

"And the permit will be for that specific route, which is the route controlled by that association."

You say:

"Correct."

So what you were testifying on the 28th of August, is that there, at least in respect of the route from Kwaggafontein to Pretoria, there is one association that controls that route. Is that no longer your testimony?

MR SIBANYONI: My testimony, I still stand by this testimony. Number one. And I was referring to my own personal route from Pretoria to Johannesburg. Not from Kwaggafontein and the rest. I was referring to my personal association, where I operate. And I further mentioned that it differs from one association to another. But in my particular route, where I am operating, one association, one route.

ADV CHASKALSON: But that is not the question you asked. If you go back to the question, it was:

> "If I want to run a taxi on a particular route, say one from your ancestral home in Kwaggafontein to Tshwane, how do I do that?"

MR SIBANYONI: Ja. My reply to you, I meant my association. I could not reply you with the Kwaggafontein matter or any other association. I am directly, and I repeat, I was referring to my association, local association.

ADV CHASKALSON: And your local association is not the local association in respect of which you represent local content, which is Kwaggafontein.

MR SIBANYONI: My local route is Pretoria to Johannesburg.

ADV CHASKALSON: I see. And Kwaggafontein to Tshwane is not your route.

MR SIBANYONI: It is not my route. But I have knowledge because I started operating as a taxi from Kwaggafontein and my parents are still operating on that route.

ADV CHASKALSON: You see, Mr Sibanyoni, the question was very clear. It related to Kwaggafontein, the route from Kwaggafontein to Tshwane. And you gave a very clear answer, which is there is one association that controls that route.

MR SIBANYONI: No, no.

ADV CHASKALSON: Well, the question was clear. What was unclear about the question?

MR SIBANYONI: Maybe you did not understand my response to that question. But it is clear now to you that I was referring to my local association.

ADV CHASKALSON: Where did you mention your local association in your response?

MR SIBANYONI: When I say one association, one route, I mean my association.

ADV CHASKALSON: And my question was, is there one association that would be operating on that particular route? And I have described the route as the route from your ancestral home in Kwaggafontein to Tshwane.

MR SIBANYONI: I get your question, but my response to your question was an example of my association. And I further clarified that it differs from one association to another.

ADV CHASKALSON: You see, Mr Sibanyoni, I have to put to you that you are changing your evidence now because the consequences of that evidence for the PUTCO bus blockade are problematic for you.

MR SIBANYONI: It cannot be. I definitely refuse. It cannot be.

ADV CHASKALSON: Well, the record speaks for itself.

There was no uncertainty about my question. And where was the uncertainty in my question? Which part of:

> "...a particular route, say one from your ancestral home in Kwaggafontein to Tshwane..."

Which part of that was unclear?

MR SIBANYONI: I was replying to you as an example. And the example I have made is my association.

ADV CHASKALSON: Where did you say that in your answer? You never said that I am referring actually to my association which runs Johannesburg ...[intervenes]

MR SIBANYONI: I am clarifying to you.

ADV CHASKALSON: You are clarifying to me now?

MR SIBANYONI: Yes, and I am clarifying to you in the Commission.

ADV QOFA: Chair, I think if we can flight the response of Mr Sibanyoni specifically, as it is reflected there, it will be clear as you flight write down exactly what he said. And that the answer is not being given to a specific route, it is given as a broader context. If you may scroll down.

ADV CHASKALSON: Sorry, if we are going to scroll down, let us scroll down sequentially. Well, let us start at the top.

> "Assume I want to run, I decide to give up law and I want to get into the taxi business and I want to run a taxi on a

> particular route, say one from your ancestral home in Kwaggafontein to Tshwane, how do I do that?"

That was my question.

> "Who do I speak to?"

Your answer:

> "You first write a formal letter to the chairperson of that particular association."

ADV CHASKALSON: Which association were you referring to?

MR SIBANYONI: My association.

ADV CHASKALSON: Your association? And does your association control the particular route from your ancestral home in Kwaggafontein to Tshwane?

MR SIBANYONI: No, it does not.

ADV CHASKALSON: Well then why would you refer to your association when the question related to that route?

ADV QOFA: Chair, maybe to assist, I think these are truly issues that can be dealt with later. The statement says, say one. The question is postulated to the witness as a hypothesis. And it actually says, if I want to leave business, go to, operate a taxi, and say I want to, and it says say one in Kwaggafontein. The answer is clearly given under the context of a postulated scenario, which is not actual. And if you read the answer of Mr Sibanyoni there, it

becomes clear, he says, you will talk to the particular association concerned.

Because the question as I would have understood it, and I am sure any other person reading it would have understood it, would have meant if I want to join any other association. And of course, the reference to Kwaggafontein was to simply give an example of an association which would be closely related, so to speak. I do not want to engage on the dynamics because I do not want to go into the answer. But I am saying if you look at the reading of the question itself, it is a hypothetical question.

That is not saying specifically we are talking about this. And the answer of Mr Sibanyoni is very clear. It says, if you are going into an area, you will go to the associated association of that area. And it is because of the understanding that this is a hypothetical question. But, Chair, I will leave it at that. Thank you, Chair.

ADV KHUMALO SC: I think the problem is the question was not so much about the association. It was about a particular route. And if you want to operate in that particular route, being Kwaggafontein to Tshwane, how do you do that? So the question was specific to the route.

And what was being asked was, if I want to operate in that route, how do I go about it? Not any other route in South Africa, how do I go about it? Specifically Kwaggafontein to

Tshwane. Which means the only answer is the association that operates in that route. Not Johannesburg to Pretoria because the question was not about Johannesburg to Pretoria.

ADV QOFA: Chair, the writing of the question speaks for itself. The question itself is asked ...[intervenes]

CHAIRPERSON: If it did, I doubt that... Sorry, what speaks for itself?

ADV QOFA: The question that was made to the witness was clear. It is asked as a hypothetical question. And if you will see the way it is written, it says, if I want to go into the taxi industry ...[intervenes]

CHAIRPERSON: Hypothetical to the extent that Mr Chaskalson is not likely to abandon law and start a taxi business. So hypothetical to that extent.

ADV QOFA: Absolutely, Chair.

CHAIRPERSON: But then the specificity, and run my business between Kwaggafontein and Tshwane. Then there is specificity.

ADV QOFA: But Chair, it follows. The first leg of the question that is hypothetical cannot be deemed a hypothesis when the next follows to be fact.

CHAIRPERSON: You see, if there is that specificity, Kwaggafontein to Tshwane, I do not quite see the jump to Tshwane and Johannesburg. It is hypothetical, yes, to the

extent that I explained, which I will not repeat. But then the specificity, Tshwane to Johannesburg, Kwaggafontein to Tshwane.

ADV QOFA: Chair, I do not want to truly go into the semantics of the language being used here. The truth is that the question was asked as a hypothesis. Mr Sibanyoni understood it as such. And if you see the way he answers the question, he says you'd have to talk to the particular association.

CHAIRPERSON: Yes, and what is that particular, why does it not refer back to Kwaggafontein and Tshwane? Why does it jump to Tshwane and Johannesburg?

ADV QOFA: Chair, that would have been engaged with him then. If the issue was clear that he is now being engaged on a particular route for a particular reason, it cannot be that a question gets addressed to a witness in a hypothetical manner and he addresses it as such.

CHAIRPERSON: Let me overrule the objection for now and let us see how things go.

ADV QOFA: As the Chair pleases.

CHAIRPERSON: It is open to Mr Sibanyoni to say that he was responding about Tshwane to Johannesburg, his route, it is open to him to say so and let us see where the rest of the questioning takes us.

ADV CHASKALSON: Well, if we go down the page, you

explain what I need to do. If I want to run a taxi on a particular route, say from your ancestral home in Kwaggafontein to Tshwane. Your answer is:

> "You firstly write a formal letter to the chairperson of that particular association."

Which association were you referring to?

MR SIBANYONI: My association.

ADV CHASKALSON: But does your association control the route from Kwaggafontein to Tshwane?

MR SIBANYONI: No. I was putting this as an example.

ADV CHASKALSON: Is there anywhere in ...[intervenes]

CHAIRPERSON: You see, Mr Sibanyoni, that is the jump when I was engaging Ms Qofa. That is the jump that I said to her I had difficulties with. The reference has just been made to Kwaggafontein, the route from Kwaggafontein to Tshwane. And then in your mind, even though that is the context you have been given, in your mind you then replace that example with Tshwane-Johannesburg. That is the jump that I have difficulty with. How did you then make that jump to Tshwane, to the route between Tshwane and Johannesburg, when you had just been given an example of Kwaggafontein to Tshwane?

MR SIBANYONI: Thank you, Chair. I understand where you are coming from. But my response was from where I am operating. I could not do an example from an

association that I am not operating. That is number one. And his question, I can see it was clearly, it says ancestral route, something like home. But for the benefit of that, I am here to assist the Commission. I am at liberty to rectify if I did not understand it very well, so that it is not an issue going forward. So my example was purely about my local association.

CHAIRPERSON: Mr Chaskalson?

ADV CHASKALSON: Chair, I will leave it here. I have put my concerns to Mr Sibanyoni. I do not see any value in going further with this issue. But I do want to move now to the video footage of the burning of buses on the 27th of February 2025. That is a video that is at page 220 of the bundle, but it will be flighted because the bundle is just a page. Before this video is flighted, I should emphasise that there is a date stamp on the CCTV footage that is incorrect because camera batteries go flat and then they go out of time. So the date stamp says 26 January, not 27 January. It was in fact the night of 27 January 2025. And Mr Sibanyoni, can you confirm that the PUTCO buses were burnt on 27 January 2025, not 26?

MR SIBANYONI: Yes.

ADV CHASKALSON: And if we can start flighting. And Chair, Commissioners, if you look across the road from what we are looking at is CCTV footage from the PUTCO

Moloto bus depot. If one looks across the road, one will see criminals about to move across the road to hold up the PUTCO workers at gunpoint and then to start burning all these buses. That white object crossing the road is a can of inflammable liquid being carried by one of the criminals. They are about to enter the premises now. I am going to scroll the video forward. You will see now that one of the criminals is coming down to where one of the workers had fled between those two buses.

And to the left you can see smoke starting to rise. That is one of the buses catching alight. The people burning that bus have now returned and they are about to leave the premises. In the meantime, another bus that has caught alight, the flames are coming into view. The people who burnt the buses have now left and crossed the road. We can just skip forward and see the scale of the damage that they ultimately caused. If we just scroll forward again. And this is broadly ten minutes after they arrived on the premises.

I think if we can go to the next video which shows the aftermath. Now, Mr Sibanyoni, in your statement, when you dealt with this on page 40 of your supplementary statement, you say that:

> "It is a distinct possibility and indeed a matter that should be formally investigated

> and interrogated with serious precision. It is the prevailing theory that PUTCO torched its own buses in connection with the labour and industry disputes at issue at the time."

Now, you talk about labour and industry disputes at issue at the time. What labour disputes were at issue at the time that you are referring to?

MR SIBANYONI: Mmm... it was not the first time that PUTCO buses were burnt at home when there were strikes. You will hear strikes were there for labour. Strikes were there. It is well known. It is not like it was on that particular day. But it is well known now and then they will have strikes. Actually ...[intervenes]

ADV CHASKALSON: Let me just stop you there. Was there a strike taking place at the time?

MR SIBANYONI: Before.

ADV CHASKALSON: Sorry?

MR SIBANYONI: There was a strike before.

ADV CHASKALSON: How long before?

MR SIBANYONI: Mmm...

ADV CHASKALSON: Or let me ask a separate question. On the 27th of January 2021, were PUTCO workers in KwaNdebele on strike?

MR SIBANYONI: 2024 there was a strike.

ADV CHASKALSON: 2024 there was.

MR SIBANYONI: Ja

ADV CHASKALSON: And this is 2025.

MR SIBANYONI: Ja.

ADV CHASKALSON: So on the 27th of January 2025, were any PUTCO workers in KwaNdebele on strike?

MR SIBANYONI: Ja, remember we were in January. There was a strike. If you say 2024, it can be a month or two months later. But there was a strike. A labour strike.

ADV CHASKALSON: Yes, but by 27 January 2027, no one was on strike?

MR SIBANYONI: On that day there was no strike.

ADV CHASKALSON: There was no strike.

MR SIBANYONI: Yes.

ADV CHASKALSON: So why would you link the burning of these buses to a strike that had happened the previous year?

MR SIBANYONI: I say, we can repeat that same sentence. I am saying I am not linking. It can be. Because there were disputes, there were strikes at the time about that.

ADV CHASKALSON: Well, we have established that there was no strike in process at the time. You talk about industry disputes. What were the industry disputes?

MR SIBANYONI: You just flight a video of the industry. You flight an issue of an industry. Where taxis were

blockading.

ADV CHASKALSON: So you link these bus burnings to the taxi blockade?

MR SIBANYONI: No, I say I might. Because there were these two incidents that happened.

ADV CHASKALSON: So who was that dispute between? PUTCO and whom?

MR SIBANYONI: You flight the video now, Mr Chaskalson, yes.

ADV CHASKALSON: Yes, so you say there was a dispute between PUTCO and some taxi operators or taxi owners. Do you know who those taxi operators or taxi owners were?

MR SIBANYONI: No, I do not know. But you flight it, it is here.

ADV CHASKALSON: So you are saying that the same people who were involved in that blockade might well have been involved in burning the buses?

MR SIBANYONI: It might be.

ADV CHASKALSON: But you also say that PUTCO torched its own buses in connection with those disputes. Where does that theory come from?

MR SIBANYONI: Can I repeat the sentence again? I repeat it myself now:

> "Regarding the bus blockade videos, as you have shared them, I wish to draw to

> the Commission's attention to a matter that requires investigation."

That is me.

> "It is a distinct possibility and indeed a matter that should be formally investigated and interrogated with serious precision. It is the prevailing theory that PUTCO torched its own buses in connection with the labour and industrial disputes at issue at the time."

ADV CHASKALSON: Well, where does that theory prevail?

MR SIBANYONI: Of what?

ADV CHASKALSON: This theory that PUTCO burnt its own buses. Where have you heard that theory and what support have you seen for that theory?

MR SIBANYONI: It does not have any support that it burnt its own buses. That is why I say it is a theory.

ADV KHUMALO SC: What is the source of that theory, Mr Sibanyoni? Where did you hear it from? Or if it comes from you, why do you think that?

MR SIBANYONI: Thank you, Commissioner. In my engagement with PUTCO, before this incident and reading after this incident, it was complaining about these buses being old. These buses being old, they cannot replace them. They are very old buses. Because it was one of the

concerns that there are a lot of accidents on the Moloto Road to an extent that the Moloto Road is known as a death road. So that theory comes from that. He is replacing his own fleet. He is burning his own fleet so that he can replace his own fleet.

ADV KHUMALO SC: I may have misunderstood your earlier answer to one of the questions. Did I understand you correctly that your parents or your relatives operate taxis on the Kwaggafontein-Moloto Road? Not you specifically, but your parents.

MR SIBANYONI: Correct, ja.

ADV KHUMALO SC: So your parents have taxis operating that road.

MR SIBANYONI: Yes, I also started as a taxi driver owner from that.

ADV KHUMALO SC: Yes, that part I got. Thank you.

ADV CHASKALSON: So how would this theory, so this prevailing theory that PUTCO torched its own buses, would that be some sort of insurance fraud theory? That PUTCO was burning the buses so that it could replace them with an insurance pay-out and buy new buses. Is that the theory?

MR SIBANYONI: No, I cannot answer that. Because I am clear into what needs to be done. It requires investigation, a proper one, and investigated and interrogated with serious precision.

ADV CHASKALSON: But I am still trying to understand this theory that you are advancing as the prevailing theory.

MR SIBANYONI: I cannot take it further than what I am saying, Mr Chaskalson.

ADV CHASKALSON: Well, let me then just try and clarify my understanding, because we have heard two, possibly three separate explanations. The one is that there may have been a labour dispute that was linked to the burning of the buses. But we have established that there was no strike taking place at the time. You accept that?

MR SIBANYONI: They said 2024 there was a strike.

ADV CHASKALSON: Yes, but in January 2027, when these buses were burned, there was no strike.

MR SIBANYONI: Correct.

ADV CHASKALSON: Industry disputes. We have seen that there were taxis blocking PUTCO buses, and what I understand the theory to be is that it may be that that dispute between whoever was responsible for the taxi blockade of the buses, may have been involved in burning the buses, because there was a dispute between taxi operators and PUTCO. Am I understanding that correctly?

MR SIBANYONI: Yes.

ADV CHASKALSON: And then we have heard a theory that PUTCO may have burnt its own buses because they were old and it wanted to replace them.

MR SIBANYONI: All right.

ADV CHASKALSON: Now, how would PUTCO burning its own buses be linked to an industry dispute with the taxi association? Would there be any link between it? Were those two completely separate theories, or were they a linked theory?

MR SIBANYONI: All I am saying is that I cannot take it further than that, from my explanation, because all I am requesting in my statement, all I am saying, it requires a thorough investigation with precision before we conclude. But that does not stop my theory as to what do I think what happened, based on what I saw happening.

ADV CHASKALSON: So what is your theory?

MR SIBANYONI: There were labour disputes, there was a strike there, there were taxis there blockading the road, and I have mentioned when I was addressing the President in January, that I am speaking on behalf of the community, and I am not speaking on myself as a person, so that when you find something, then you put it to me as if I am the one who does that, or we have done that. There was an outcry that PUTCO needs to deal with it, and in my meetings with him, it was a way of assisting as to these are specific things that can assist you at home.

ADV CHASKALSON: You see what you said to the President is if you find people interfering with the business

of PUTCO, you must know it is us. Now whoever burnt down those buses was interfering with the business of PUTCO.

MR SIBANYONI: I have mentioned that I was speaking on behalf of the community.

ADV CHASKALSON: So the community...

MR SIBANYONI: There you see the community burning buses, it is not me.

ADV CHASKALSON: So it is not PUTCO burning the buses themselves, it is the community now...

MR SIBANYONI: You see the video, it is not me. I am trying to distinguish a matter that it is not me. So you are always putting it as if it is myself doing those things. And I am clear from the on-go that I was addressing on behalf of the community at our kingdom's house. Can we not just personalise this matter and make me to own this thing as a person?

ADV CHASKALSON: Well, let me take it further. Can we go then to file 3, page 1001? Do you have it?

MR SIBANYONI: Yes.

ADV CHASKALSON: These are your chats with Mr Sindane. You will see at chat number 5, it is the 29th of January 2025.

MR SIBANYONI: Yes.

ADV CHASKALSON: It is about 36 hours after those buses

were burnt.

MR SIBANYONI: Mmm.

ADV CHASKALSON: And for the record I should indicate that there were 51 buses burnt that night at 3 separate depots. Moloto, which we saw, 16 buses were burnt. At the PUTCO Wolwekraal depot, 18 buses were burnt. And at Siyabuswa depot, 17 were burnt. You are aware that there were over 50 buses burnt?

MR SIBANYONI: I have heard so.

ADV CHASKALSON: So 36 hours later you send a message to Mr Sindane saying:

"Engage Thulani ASAP."

Who is Thulani?

MR SIBANYONI: It is one we are working with.

ADV CHASKALSON: And is he Mr Qwabe?

MR SIBANYONI: Yes.

ADV CHASKALSON: From Taxi Choice?

MR SIBANYONI: Former Taxi Choice.

ADV CHASKALSON: Former Taxi Choice.

MR SIBANYONI: Ja.

ADV CHASKALSON: Why did you want Mr Sindane to engage him?

MR SIBANYONI: Ja, but the sequence of SMSs here, I do not get it.

ADV CHASKALSON: Do you recall why you wanted Mr

Sindane to engage Mr Qwabe?

MR SIBANYONI: No, I cannot recall. I thought maybe I was going to see some sequence of SMSs.

ADV CHASKALSON: Well, 2 SMSs down, 2 minutes after the first SMS.

> "These is the company I am using to purchase these bus"

MR SIBANYONI: Oh, yes.

ADV CHASKALSON: So you are telling Mr Sindane that, I presume that you were saying Taxi Choice, Mr Qwabe's company, was the company you were going to use to purchase the buses.

MR SIBANYONI: No.

ADV CHASKALSON: What were you saying?

MR SIBANYONI: In our deliberations, if I recall well, I wanted to buy old buses from PUTCO. Like your very old buses. We had a discussion pertaining to that. Then the company I was going to use, that was the company that is getting mentioned here, to purchase 15 buses. We had an agreement based on that, purchasing those buses.

ADV CHASKALSON: So you were going to buy buses from PUTCO.

MR SIBANYONI: Yes, sir.

ADV CHASKALSON: And 36 hours after 51 buses had been burnt down at PUTCO depots, in KwaNdebele, you

thought that PUTCO would have buses at its disposal to sell to you?

MR SIBANYONI: You are saying what?

ADV CHASKALSON: Well, PUTCO had just lost 51 buses in KwaNdebele. Maybe they were not all PUTCO, because I understand some subcontractors' buses were also burnt. But PUTCO's fleet at the three depots had been burnt. Why did you think PUTCO would now be wanting to sell you buses?

MR SIBANYONI: No, it was an ongoing discussion. This was not the beginning of that discussion. And those buses were set aside for us to buy them.

ADV CHASKALSON: And you were going to buy them?

MR SIBANYONI: Yes.

ADV CHASKALSON: Not the community, you.

MR SIBANYONI: Yes.

ADV CHASKALSON: What were you going to use those buses for?

MR SIBANYONI: I was going to use those buses and give them to the community. Because the idea was, I was going to use them to the community through my foundation. Donating them to the community through my foundation. That was the purpose.

ADV KHUMALO SC: To do what? To operate on the same route?

MR SIBANYONI: No, they were very old buses.

ADV KHUMALO SC: But what was the community going to do with the buses once you had donated them to the community?

MR SIBANYONI: Like going to the funerals. The most specific outstanding matter was taking the mourners to the grave. We have got a very serious problem about that.

ADV CHASKALSON: Let us follow this chat a little longer. Mr Sindane says:

"No ...[intervenes]"

MR SIBANYONI: Number what?

ADV CHASKALSON: 1001.

MR SIBANYONI: Okay.

ADV CHASKALSON: He says:

"No, we will talk with Masha."

You see that at the foot of the page on 1001? Who is Masha?

MR SIBANYONI: I do not get this one. The Masha, the Masha I can remember, the Masha that is late now, the one who was assisting with police escort. But as to the relevancy in this particular, if we were to follow the WhatsApp chat number 7, it does not follow to this buses.

ADV CHASKALSON: I think if you read over the page, you will see it does. Because Mr Sindane says:

"No, we will talk with Masha. He will send

> this to his person. Thulani is going to complicate the thing."

So if I read the chats, you tell him engage Thulani because that is the company you are going to use to purchase the buses. He says no, I will talk to Masha because Thulani is going to complicate things. Does that refresh your memory?

MR SIBANYONI: No, it does not.

ADV CHASKALSON: At the time, you seemed to know what he was talking about because you said:

> "I get you, China."

And then you said:

> "Can I make an application ...[intervenes]"

MR SIBANYONI: Which proposition follows that I get you, China? Okay.

ADV CHASKALSON: Chat number 3.

MR SIBANYONI: Ja, okay.

ADV CHASKALSON: And then you followed up by saying:

> "Can I make an application through their bank because all my vehicles are with them?"

Now, with whom are all your vehicles?

MR SIBANYONI: I am trying to understand the sequence of this chat. My memory does not serve me well as to where, where, where, where. But up to this far, I am still

repeating myself, up to this far in line with I was ready to purchase buses all the way from PUTCO. But to follow up as to this message does not assist me.

ADV CHASKALSON: Well, you say at 2.53 on the 29th of January to Mr Sindane:

> "Can I make an application through their bank because all my vehicles are with them?"

Who are you referring to?

MR SIBANYONI: Can I do what?

ADV CHASKALSON: You say:

> "Can I make an application through their bank because all my vehicles are with them?"

Who are you referring to? Whose bank are you referring to? Because you clearly are referring to somebody specific because all your vehicles are with them. Who are all your vehicles with?

MR SIBANYONI: My vehicles are with ABSA Mercedes-Benz. Mercedes-Benz Finance. Most of them.

ADV CHASKALSON: And whose bank were you referring to there, through their bank?

MR SIBANYONI: What I can say, this SMS does not refresh my mind in totality.

ADV CHASKALSON: That was the 29th of January 2025.

If you go back to file 1, page 221, we see a letter on the 25th of February 2025.

MR SIBANYONI: Yes.

ADV CHASKALSON: And this is a, on its own terms, an unsolicited offer. In other words, it is an offer that PUTCO have not asked for, that is made by Taxi Choice, that says:

> "This is an unsolicited offer to purchase a stake in or the whole of the PUTCO business as a going concern by SANTACO's business wing, Taxi Choice."

MR SIBANYONI: Okay.

ADV CHASKALSON: Now, were you at the time an office bearer of SANTACO?

MR SIBANYONI: Yes, Taxi Choice.

ADV CHASKALSON: Taxi Choice.

MR SIBANYONI: Mmm.

ADV CHASKALSON: So this was an offer from an entity with which you were associated, to purchase a stake in or the whole of the PUTCO business as a going concern.

MR SIBANYONI: Yes.

ADV CHASKALSON: Can you tell us the background to that?

MR SIBANYONI: As the letter says, it was a going concern. It was not for the first time that we proposed to PUTCO buying a stake in its business from the SANTACO

business arm. And in those particular meetings that we engaged with, the scriber was also there in one of those meetings. If we can put an offer, we agreed that, can you just give me an offer then. This is a letter that is a follow-up to one of those meetings, as to how can we participate. Hence it says it is an ongoing, and the ongoing started a long time ago.

ADV CHASKALSON: Well, you see, the letter says something different. It does not say, you said give us an offer, so here's our offer. It says this is an unsolicited offer. It says, we know you have not asked us for an offer, but we are making one anyway. That is what an unsolicited offer is. So you are saying the letter is wrong in that regard, there was an invitation to make an offer.

MR SIBANYONI: No, this is not wrong. I mean, we were expecting after this letter, PUTCO would reply, based on your expression of interest, this is how much I am going to charge you if you were to buy a stake.

ADV CHASKALSON: Well, that is the second issue that I want to take up with you. Which is, if you go to page 225, where you actually see what the offer is, it is not for a stake.

MR SIBANYONI: It is not?

ADV CHASKALSON: It is not for a stake.

MR SIBANYONI: Yes.

ADV CHASKALSON: It is for the whole of the PUTCO operation. If you look at page 225.

MR SIBANYONI: Ja, I am there.

ADV CHASKALSON:

> "SANTACO, through its business wing Taxi Choice, is making an unsolicited offer for the acquisition of PUTCO, i.e. an outright purchase of PUTCO's remaining shares as a going concern. In other words, Taxi Choice would like to outrightly purchase the remaining shares in PUTCO and negotiate for a bus service contract with contracting authorities wherever PUTCO is operating."

So SANTACO is saying it wants to buy out PUTCO completely.

MR SIBANYONI: Okay.

ADV CHASKALSON: Did you understand that at the time?

MR SIBANYONI: I understand, yes.

ADV CHASKALSON: At the time, did you understand it?

MR SIBANYONI: At what time?

ADV CHASKALSON: When this offer was made. Were you part of a decision that SANTACO was going to try to buy out PUTCO completely?

MR SIBANYONI: This matter was written here, it was

discussed prior to this letter.

ADV CHASKALSON: When was it discussed?

MR SIBANYONI: Mmm... what is the date of this letter?

ADV CHASKALSON: 25 February 2025.

MR SIBANYONI: Ja, it can be from the previous, if it was not at the beginning of the year, it was from the previous year, in PUTCO's visit when we were engaging him.

ADV CHASKALSON: But when you were engaging PUTCO, you previously said you were engaging PUTCO on behalf of the community.

MR SIBANYONI: I have met PUTCO more than once. I have mentioned that. And I have engaged him in a matter of the community at home and also, as you see this letter, and also giving a stake or buying him outright from all the business, as a business for the taxi industry.

ADV CHASKALSON: So let us go back to those meetings with PUTCO that you had. There were some in November 2023, as I understand it, were those in your capacity as a community leader where you were representing the community, or were those in a more directly interested capacity where you were representing SANTACO and Taxi Choice?

MR SIBANYONI: At home I was representing the community.

ADV CHASKALSON: Sorry?

MR SIBANYONI: At home.

ADV CHASKALSON: At home, at Centurion.

MR SIBANYONI: No, no. What I am trying to say, with the message that I sent to PUTCO when I was talking to the President, that message on its own tells that I was representing the message of the taxi business people at home, community at home. Then when we were here in Centurion, when I met him more than once, in one of those deliberations, separate one from the photo that you saw.

ADV CHASKALSON: The photo has got the business forum from the community, so that is clearly a community engagement.

MR SIBANYONI: Correct. In other meetings it was based on this, on the tax industry at large.

ADV CHASKALSON: So, in other meetings, you said there were more than one.

MR SIBANYONI: Yes, ja.

ADV CHASKALSON: And this is 2023 or 2024?

MR SIBANYONI: Yes, let us say 2024.

ADV CHASKALSON: Now you are meeting him on behalf of Taxi Choice.

MR SIBANYONI: Yes.

ADV CHASKALSON: And what is happened with the community engagement at that stage?

MR SIBANYONI: No, that one is a broader picture of the

taxi industry.

ADV CHASKALSON: So when you engage him on behalf of Taxi Choice, you are dealing with the taxi industry more generally, but there is also a separate private engagement in relation to the community.

MR SIBANYONI: Yes.

ADV CHASKALSON: And they are kept separate in your mind, certainly.

MR SIBANYONI: Yes.

ADV CHASKALSON: Was PUTCO aware that there were two separate processes?

MR SIBANYONI: Yes, he was aware.

ADV CHASKALSON: Is there any correspondence in this regard?

MR SIBANYONI: I do not think he responded, but there is a response, which I am not familiar with, as to, okay, so the money that he wanted at the time for us did not make, I mean the last conversation we had, for us did not make any sense because he was talking billions. Then I think our conversation with him ended at that time.

ADV CHASKALSON: We will get to that response in a minute, but I first just want to clarify, you see, the last meeting, the last engagement that we saw in relation to PUTCO, which you said did not actually involve PUTCO themselves, was when you got a report back from Mr Phiri

and Solly Masilela in relation to the PUTCO matter on the 2nd of August 2024. You recall that?

MR SIBANYONI: Okay.

ADV CHASKALSON: Now, by that stage, were you engaging with PUTCO directly in relation to a possible purchase of PUTCO by August, when Mr Solly Masilela and Mr Phiri met with you to discuss PUTCO?

MR SIBANYONI: No, in that meeting, buying PUTCO outright does not qualify them. Them, it is for the matter of KwaNdebele.

ADV CHASKALSON: No, I understand that, but my question is, had you already started engaging PUTCO directly to buy them out for tax interest by August 2024?

MR SIBANYONI: You have the latest dates here.

ADV CHASKALSON: No, no, but that is February 2025. I am trying to get a chronology in place.

MR SIBANYONI: Okay.

ADV CHASKALSON: So, when you were having that meeting with Mr Masilela and Mr Phiri about KwaNdebele PUTCO related issues, to get a report back from them, had you already started engaging PUTCO about buying them out in the name of Taxi Choice?

MR SIBANYONI: Yes, I can say that.

ADV CHASKALSON: You had already?

MR SIBANYONI: Yes, I can say that. Let me explain to

you why the letter says an ongoing concern. I, before even being the chairman of Taxi Choice, that concern of buying PUTCO was forever there. So, me assuming that position, it is an ongoing concern. So, it is not specific that it started between 2024 and 2025. It has already been there for years. So, we thought, let us activate this concern once more. Like we will do it even in the near future again.

ADV CHASKALSON: But have you been dealing with PUTCO in relation to this ongoing concern to buy them out over the course of 2024?

MR SIBANYONI: Yes, like the letter says. We did not write this letter out of the blue. We had a meeting with him. The follow-up was, write me a letter. Even the purchasing of scrap buses was a follow-up to our meeting. Can you put it in writing?

ADV CHASKALSON: You see, the letter does not bear that out with respect, Mr Sibanyoni, because if we look at the letter, two things. First, it does not refer to an ongoing concern that you have to buy PUTCO out. It says it is an unsolicited offer to purchase a stake in or the whole of the PUTCO business as a going concern. When you buy a business as a going concern, that means you buy the business. It was operating before you bought it, you continue to buy it. It is a going concern. So the reference to going concern is not a reference to we have been having

these negotiations for a long time, here's our offer.

But the second point is, the letter says on its face this is an unsolicited offer to purchase. An unsolicited offer to purchase is something you make when you have not broached it previously in discussions.

ADV KHUMALO SC: Mr Chaskalson, are the two of you not talking across each other? On 231, the last paragraph of PUTCO's response, PUTCO does say that Taxi Choice and SANTACO have attempted many years back to purchase PUTCO and they have failed. Is that not what Mr Sibanyoni is referring to? 231, that last paragraph of the PUTCO response to the very letter you were engaging Mr Sibanyoni on.

ADV CHASKALSON: But that refers to something many years back, not to something that had been going on in the course of 2024.

ADV KHUMALO SC: So Mr Sibanyoni, do you understand that Mr Chaskalson is referring specifically to 2024, not a couple of years prior?

MR SIBANYONI: Ja, I understand what he is saying. I wish to read it once more, so that I explain it further to Mr Chaskalson. The response says to our letters, hence we are from a meeting, we wrote a letter, he is responding, finally says, I wish to remind Mr Chapman that Taxi Choice and SANTACO attempted to purchase PUTCO many years

back and this failed. For me, this is a growing concern. I was reviving the very same spirit that he says. And he says, there was as a result a great deal of negative public sentiments around that infiltrated transaction which was led by you ostensibly on behalf of Taxi Choice and SANTACO. My growing concern stays to this matter.

ADV CHASKALSON: Now, that refers to an attempt many years back. Are you saying that ...[intervenes]

MR SIBANYONI: It was not once. It was not once. It cannot be 2012, then it opened, then we closed it. No, no.

ADV CHASKALSON: So are you saying that through the course of 2024, Taxi Choice was engaging with PUTCO with a view to buying out PUTCO?

MR SIBANYONI: Yes.

ADV CHASKALSON: You see, I have a further difficulty with that because when we discussed your meeting with Solly Masilela and Mr Phiri on the 2nd of August 2024, you said, well, what is that – I said, what was the meeting about? And you said, it is an update. You needed to find out whether PUTCO was still on month-to-month. Do you recall that?

MR SIBANYONI: Yes.

ADV CHASKALSON: But if you had been engaging with them with a view to buying out their business, surely you would know yourself whether they were still on month-to-

month and would not need to ask Mr Phiri and Mr Masilela whether they were on month-to-month.

MR SIBANYONI: So how does the two connect?

ADV CHASKALSON: Well, if you had been engaging PUTCO with a view to buying out their whole business, surely the first thing you would want to know is what sort of security of tenure do you have on these contracts because that would affect the price you would pay for them.

MR SIBANYONI: Right, and then?

ADV CHASKALSON: So, if you had been engaging with them about buying out their businesses, their business, you would know whether they were on month-to-month, would you not? You would have found that out?

MR SIBANYONI: It depends. You would know, you would never know. But after us writing this letter, with their response, it was just clear, PUTCO is not selling.

ADV CHASKALSON: Well, PUTCO's response in this letter does not suggest that there is an ongoing process of talking about buying out the business.

MR SIBANYONI: What does it says?

ADV CHASKALSON: It says:

> "Dear Mr Chapman, with reference to your letter dated 25 February 2025, received on 26 February 2025 via email, the timing and content of your letter appears to be

> disturbingly calculated in light of the recent carefully orchestrated and heinous attacks on both PUTCO's employees and fleet of buses. At the outset, PUTCO is not on the market."

So it says two things. First, it is suggesting that this approach is not one that has been previously canvassed because they complain about the timing of the approach. And then they say PUTCO's not on the market.

MR SIBANYONI: Ja, and then read further down.

ADV CHASKALSON: Then they say:

> "However, should any bona fide interested party wish to submit a proper expression of interest, the following conditions would have to be fulfilled before any further process could be embarked on..."

And they put in place some fairly serious preconditions.

MR SIBANYONI: It says 100 million non-refundable deposits to be paid to PUTCO. Cash guaranteed provided to PUTCO's shareholders a minimum of 2 billion by a reputable and approved finance house duly accredited by the financial sector conduct authority.

ADV CHASKALSON: And then it says, for sake of clarity:

> "I repeat, PUTCO will not be making an offer regarding the price tag given that, as

mentioned above, it is not on the market."

MR SIBANYONI: Yes.

ADV CHASKALSON: So it is saying, we do not want to sell.

MR SIBANYONI: But if you were to buy, this is what we require.

ADV CHASKALSON: If you want to talk to us about buying.

MR SIBANYONI: Yes, sir.

ADV CHASKALSON: You need to put down 100 million non-refundable deposit and you need to show us a 2 billion guarantee.

MR SIBANYONI: Correct.

ADV CHASKALSON: Yes.

MR SIBANYONI: So there is no conflict here. We are moving according. Us and PUTCO, we are in agreement here that if we want to, this is what we are supposed to do. But reading from this letter, we decided not to pursue the matter further.

ADV CHASKALSON: Yes, but we seem to be talking past each other.

MR SIBANYONI: You know what, Mr Chaskalson, we were the ones that wanted to buy the stake or buy PUTCO in its totality. We were the one. From the engagements that we did with PUTCO, I understand very well where do I come

from. Therefore, it is a meeting first. PUTCO says, write me a letter. This is how we expressed ourselves in this letter. Then he replied to us. Then he tells us after his reply that at the end of the day, even if we wanted to buy, the conditions here, we cannot meet these conditions, that is number one. Therefore, he tells us that there is no way we can buy PUTCO. Then we closed the discussions.

ADV CHASKALSON: Yes, the discussions did close.

MR SIBANYONI: Yes.

ADV CHASKALSON: We see that in your response. But you say there was a meeting first.

When was that meeting?

MR SIBANYONI: This one of writing a letter.

ADV CHASKALSON: You say a meeting that preceded the writing of the letter.

MR SIBANYONI: It was in Centurion.

ADV CHASKALSON: Not where, but when?

MR SIBANYONI: No, I cannot remember the date.

ADV CHASKALSON: Before or after the buses were burnt?

MR SIBANYONI: Not before.

ADV CHASKALSON: Before?

MR SIBANYONI: Yes. It is before, yes, I am sure of that. Then when we write this letter, that is when the buses were burnt, I think so.

ADV CHASKALSON: No, the letter was written after the

buses were burnt.

MR SIBANYONI: After the buses, yes.

ADV CHASKALSON: The letter was written a month after the buses were burnt, or four weeks after the buses were burnt.

MR SIBANYONI: Okay.

ADV CHASKALSON: So you say there was a meeting in Centurion before the buses were burnt?

MR SIBANYONI: Yes.

ADV CHASKALSON: Was it in 2025 or earlier in 2024?

MR SIBANYONI: I cannot be sure, but it is 2024.

ADV CHASKALSON: And you say that at that meeting, you expressed an interest in buying up the whole of PUTCO?

MR SIBANYONI: Yes, the industry. I was speaking on behalf of the industry.

ADV CHASKALSON: And what was PUTCO's response to that?

MR SIBANYONI: Write us a letter. Hence we wrote this letter.

ADV CHASKALSON: But you had already told PUTCO that you wanted to buy them out.

MR SIBANYONI: In that meeting.

ADV CHASKALSON: In that meeting.

MR SIBANYONI: Not like we told, we discussed that.

ADV CHASKALSON: You discussed them. And they said,

if you want to buy us out, make us an offer. Write us a letter.

MR SIBANYONI: Write a letter.

ADV CHASKALSON: Write a letter.

MR SIBANYONI: To us, ja.

ADV CHASKALSON: And the letter presumably would be setting out what your offer is.

MR SIBANYONI: No, but it did not set up yet.

ADV CHASKALSON: Sorry?

MR SIBANYONI: We showed an interest with the letter, so that when he responds, we will take it from his response. But because the foundation has been laid, I did not see any problem based on that.

ADV CHASKALSON: But the letter says it is an unsolicited offer to purchase. It was not asked for from PUTCO.

MR SIBANYONI: And then what is the difference, Mr Chaskalson?

ADV BALOYI SC: Mr Chaskalson, is not an unsolicited, even if it was discussed. If in a meeting, Taxi Choice says, we want to buy your bus, your buses, your business, rather, if PUTCO says write a letter, it remains an unsolicited offer.

ADV CHASKALSON: It remains?

ADV BALOYI SC: An unsolicited offer. The fact that PUTCO says write us a letter does not change it.

ADV CHASKALSON: What I do want to put to you is that

the response of PUTCO suggests that there was not a prior meeting inviting you to make an offer. Because the first thing that they say is:

> "The timing and content of your letter appears to be disturbingly calculated in the light of recent carefully orchestrated and heinous attacks on both PUTCO's employees and fleet of buses and PUTCO's not on the market."

MR SIBANYONI: You are asking me about the developments of this letter. And the answer is with me. I am the one telling you this story as to how this happened. And this is the way that this story happened. From the meetings that we had. And the scribe of this letter was also present in that meeting to make things easier for us to understand what is it that PUTCO needs. Then after this meeting, he wrote a letter based on that understanding. Then you are finding it difficult to understand what happened and you are saying PUTCO did not put it here. But I am the one who is the author, I am the one who is telling you about this letter. This is how things happened. As to why did not he tell you, I just do not know.

ADV CHASKALSON: I have not spoken to him.

MR SIBANYONI: I do not know. So we cannot make it an issue that he did not respond or he did not respond to the

letter that we met. And I am saying for a record, we met more than once. One of those discussions was this discussion. One of our discussions was the matter of buses at home.

ADV CHASKALSON: So you met how many times?

MR SIBANYONI: No, more than once. I cannot just recall the number. I cannot even go to say, let us say three or four. Because this was an ongoing meeting.

ADV CHASKALSON: You see, Mr Sibanyoni, I want to put to you what the overall chronology looks like and the inferences that I would draw from the overall chronology for your response. You have some meetings with PUTCO in 2023. Those meetings are with members of the local community, you say. Certainly the photograph that we have from 2023 is members of the local business forum. At the start of 2024, you make a speech to the President when you say, we are fighting for 30 percent of PUTCO. And you say when you see people interfering with PUTCO, you must know it is us. In the course of 2024, people start interfering with PUTCO. They then burn down PUTCO's buses at three different depots in KwaNdebele on January 25th. Two days after the buses have been burnt down, you are in communication with Mr Sindane about buying buses. And a month later, Taxi Choice, not the local community, makes an unsolicited offer to purchase the whole of the PUTCO

fleet. These seem to me to point to a single process where PUTCO is being placed under pressure to sell and to sell to Taxi Choice. What is your response to that?

MR SIBANYONI: I differ, I differ hundred percent with your findings. I have answered step by step each and every question that leads up to the end of this letter, where we ended up negotiations with PUTCO. So I totally differ. If you understand it differently, it is unfortunate. But my position in this matter, it is clear and I have answered it before, and I still maintain my answer.

ADV CHASKALSON: Thank you. We have reached one o'clock. I wonder if we can take a break here.

CHAIRPERSON: Let us adjourn and resume at 2 p.m.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Yes, Mr Sibanyoni?

MR SIBANYONI: During the break I had to make some, two calls just to verify the messages that I have indicated that for me did not make sense, that indeed I did make some call, the first call was to James Chapman, as to, did we not give PUTCO a response after getting their response, for real we did give PUTCO a response, and that response, it is an attachment on page 233, I would like to read our final response to PUTCO, that we addressed to Mr Pisapia.

CHAIRPERSON: Yes, please.

MR SIBANYONI: The date was on the 5th of March 2025:

> "Attention: Mr Pisapia. Dear Mr Pisapia, I acknowledge receipt of your letter dated the 28th February 2025, thanks, however in light of the unusual comment on paragraph 2 of your letter, I would like to clarify that we have sent similar correspondence to the following bus companies, FlySafair for a stake in aviation, Traction Rail Services for a stake in the rail services, Autopex for a stake in, or the whole Autopex as a going concern, Northwest Transport Investment (NTI) for a stake in or the whole of NTI as a going concern, Great North Transport (GNT) for a stake or the whole of GNT as a going concern. Additionally we have noted that PUTCO is not in the market, furthermore your upfront requirements are not only unacceptable but frankly quite laughable. In view of the above we hereby withdraw our interest in the purchase of PUTCO and wish you all the best moving forward."

CHAIRPERSON: And the unusual comment you are referring to, would that be the sentence that says that:

> "Timing and content of your letter appears to be disturbingly calculated in light of the recent carefully orchestrated and heinous attacks on both PUTCO's employees and fleet of buses."

MR SIBANYONI: Yes.

CHAIRPERSON: All right. Thank you.

MR SIBANYONI: Then secondly, I wanted to rectify the issue whereby I called, my SMS says talk to Masha. Masha is still alive, I said it is the one that passed on, it is not, it is the father that passed on, Masha is the one. Why specifically Masha? Because at the time I wanted to buy two Toyota buses, we called them Coaster, but in the taxi language those are buses.

And indeed, Chair, I happened to buy those buses and finance them. Their registration are there on one of the bundles, there are two vehicles in that, I have purchased them, their registration number is MG13KWGP and MG13KT, those are the vehicles, as I was saying I am going to finance them. Those are the two particular vehicles that I happen to buy and therefore I happen to do that.

Then the last one, Chair, I wanted to bring to the attention of the Commission that Thulani Qwabe for a record, he resigned in June 2020 from Taxi Choice, six years ago. So we cannot link him in any of whatever we

think we are doing now, in terms of that Thulani may be related to issues of this nature from the Taxi Choice space.

ADV QOFA: Chair, if I may?

CHAIRPERSON: Just a minute, is that all, Mr Sibanyoni?

MR SIBANYONI: I think so.

CHAIRPERSON: Yes, Ms Qofa. Thank you, thank you, Mr Sibanyoni.

ADV QOFA: Thank you, Chair. I was just saying the proof of the vehicle that Mr Sibanyoni is referring to will be found at page 90, volume 1. And truly just for completeness, that would have been the conversations that Mr Sibanyoni had said he cannot really connect how they related to the issues of the buses and the conversation that followed thereafter, that I want to buy two buses. The two buses that he is referring to, where the vehicles financed, has appeared at page 90 of volume 1. With the registration numbers that Mr Sibanyoni has mentioned, Chair. Thank you.

CHAIRPERSON: Thank you, thank you.

ADV CHASKALSON: Sorry, can I just clarify where the conversation about buying two buses is?

ADV QOFA: Chair, the conversation was about, it was the three chats that Mr Sibanyoni had indicated are confusing to me, he has no idea how they feature. The WhatsApp messages ...[intervenes]

ADV KHUMALO SC: 1001.

ADV QOFA: Indeed, Chair. 1001.

ADV CHASKALSON: So there is no reference to two buses in the chats?

ADV QOFA: Chair, two buses were actually bought through the engagement with Masha. That is what Mr Sibanyoni is trying to demonstrate.

CHAIRPERSON: Perhaps Mr Sibanyoni, for completeness, please identify the exact chat or chats that relate to your explanation about the two buses you purchased.

MR SIBANYONI: Page 1001. Chat number 7:

> "This is the company I am using to purchase these buses. No, will talk to Masha."

Masha was the one who was connecting, because those buses at the time were very scarce. So he was the one who was going to make it easier for us to get those buses. And eventually, I got the buses. Thank you.

CHAIRPERSON: Thank you. Thanks, Ms Qofa.

ADV QOFA: Thank you, Chair.

ADV BALOYI SC: These were not PUTCO buses.

MR SIBANYONI: No, no, these were not PUTCO buses.

ADV BALOYI SC: Like you said earlier.

ADV CHASKALSON: So, Thulani had resigned from Taxi Choice in 2020?

MR SIBANYONI: Yes.

ADV CHASKALSON: Why did you ask Mr Sindane to engage him then, on the 29th of January? And why did Mr Sindane say that he is going to complicate the things?

MR SIBANYONI: Why did I say what?

ADV CHASKALSON: If you go to chat 8 on the same page, 1001:

"Engage Thulani ASAP."

MR SIBANYONI: That was 2025.

ADV CHASKALSON: Yes.

MR SIBANYONI: He was employed at Toyota at the time.

ADV CHASKALSON: So he was employed by Toyota, Toyota Finance?

MR SIBANYONI: No, no, Toyota.

ADV CHASKALSON: Toyota.

MR SIBANYONI: Yes. Halfway Toyota.

ADV CHASKALSON: And then what is the reference to:

"This is the company I am using to purchase these buses."

MR SIBANYONI: Yes, when you purchase vehicles, if it is not under your name, it is under the company.

ADV CHASKALSON: No, no, I understand that. But you say, this is the company I am using to purchase these buses. Which company are you talking about?

MR SIBANYONI: My personal company.

ADV CHASKALSON: So you say, engage Thulani ASAP.

MR SIBANYONI: Yes.

ADV CHASKALSON: But then you say, this is the company I am using to purchase buses.

MR SIBANYONI: I shared already the company with him at that time. Even if it does not avail here. But it was forwarded to him.

ADV CHASKALSON: Okay.

MR SIBANYONI: Ja.

ADV CHASKALSON: I also made calls on lunchtime, so I should put to you what PUTCO says. PUTCO says there was no suggestion whatsoever in 2023 2024 2025 that Taxi Choice wanted to buy PUTCO. That was never mentioned at a meeting. In fact, the last time mention was made that by Taxi Choice of a desire to purchase PUTCO was in the previous century. So the offer to purchase was not just unsolicited, it was completely unanticipated. What is your response to that?

MR SIBANYONI: I do not know about that.

ADV CHASKALSON: You do not know about that?

MR SIBANYONI: I do not know about that.

ADV CHASKALSON: They say there was a meeting which Mr Pisapia attended at Centurion in November 2024 with you and Mr Chapman. But the only two issues that were discussed at that meeting were updates on the subcontracts in relation to the Moloto corridor and a separate request

that you made to get a contract from PUTCO to supply fuel to them. Do you recall that?

MR SIBANYONI: I recall that.

ADV CHASKALSON: So you wanted to supply fuel to PUTCO.

MR SIBANYONI: No, no. It is not specifically fuel. In a bigger picture of things, I wanted to participate in the value chain. Because why value chain? He offered that I can buy buses. Then my response to that, I said I have got many taxis, I know the stress that comes with owning buses. How can I participate in your value chain? Petrol and diesel was an example of the value chain.

ADV CHASKALSON: So it was not just fuel, you wanted some participation in the PUTCO value chain?

MR SIBANYONI: Value chain, ja. He offered me that I can buy buses.

ADV CHASKALSON: You could buy parts?

MR SIBANYONI: Yes, ja. End of discussion. Then I said no, buses come with a lot of stress. Because I have got taxis similar to buses. If I can participate in the value chain, I can be okay. So diesel was an example of that.

ADV CHASKALSON: And that was in your personal capacity, not in relation to the...

MR SIBANYONI: On behalf of the industry.

ADV CHASKALSON: No, no, no. Let us separate

KwaNdebele community issues from taxi industry.

MR SIBANYONI: Okay.

ADV CHASKALSON: So this was not KwaNdebele community issues?

MR SIBANYONI: No, no, that was KwaNdebele, yes, ja.

ADV CHASKALSON: I am moving on to a new topic now. I might come back if a video of buses being stopped on the Moloto Road is received in time. I have not received it yet. But I am told that there are several videos of buses being stopped on the Moloto Road in that period, October to January 2025. October 24 to January 25. And that you can make out GP number plates in respect of some of the taxis. I now want to turn to ...[intervenes]

ADV QOFA: Chair, can I make a request with regards to the last submission from Mr Chaskalson? I would really appreciate that if there is anything that we must look at, it be provided to us timeously. We still truly have not had time to canvass the 350 pages with Mr Chaskalson with Mr Sibanyoni, because we received it Sunday night. So if there is anything else, we would really appreciate that it be shared with us timeously, so that we can canvass and understand the context at least as far as Mr Sibanyoni would understand the issues to stand. Thank you, Chair.

CHAIRPERSON: I think that is fair enough.

ADV CHASKALSON: No, it is certainly fair. Chair, that

video is really just in response to the version that we heard for the first time this morning. And it may be that the best way of dealing with it is to deal with it on paper. I do not think it requires – the video will speak for itself, if Mr Sibanyoni wants to respond to it in paper he can respond on paper. The issue has been canvassed. And then we need not take time today to deal with it. But the next topic that I wanted to address was your relationship with the SAPS and I understand from your statement that you say there was an official arrangement at a certain point that taxi industry leaders were given police escorts. And that was, as it were, a result of an official government policy and it was done officially through SAPS.

CHAIRPERSON: Please do not nod. Is that a yes?

MR SIBANYONI: Yes. Oh, sorry.

CHAIRPERSON: Oh, so you say yes.

MR SIBANYONI: Yes.

CHAIRPERSON: Thank you.

ADV CHASKALSON: And I understand also that the arrangements in this regard were not made by you. They were made by Mr Sindane. The sort of day-to-day arrangements in relation to when you need an escort where. Is that correct?

MR SIBANYONI: Ja, it starts from Mr Mkonza coming down. It is Mr Mkonza, then it is Mr the late Lefa, then it is

Bafanas.

ADV CHASKALSON: But you are not involved in the actual arrangements.

MR SIBANYONI: No.

ADV CHASKALSON: You will say to Bafanas, I need an escort on such and such?

MR SIBANYONI: Yes.

ADV CHASKALSON: Now, did you understand the arrangement to be that you had police escorts in all circumstances or just in relation to business that involved taxi associations?

MR SIBANYONI: Ja, in taxi matters.

ADV CHASKALSON: In taxi matters.

MR SIBANYONI: Yes, ja.

ADV CHASKALSON: So, for instance, I mean, if I can take you to page 705 in file 2. There you send Mr Sindane a message saying:

> "Please organise police patrol at 14h00 on the dot. I am going to SA Taxi with James Chapman."

MR SIBANYONI: Sure.

ADV CHASKALSON: So, a meeting at SA Taxi with James Chapman would qualify for protection.

MR SIBANYONI: Correct.

ADV CHASKALSON: It is not just meetings with other taxi

associations or other taxi industry players outside of your association and its linked companies.

MR SIBANYONI: What is it that you do not understand here?

ADV CHASKALSON: Well, initially I thought that it may be because of the potential for violence and violent conflict in the taxi industry and the fact that you had been targeted for assassination. It was when you were being taken into a situation where other taxi industry rivals, for want of a better word, would be present that you would need protection.

MR SIBANYONI: Correct, ja.

ADV CHASKALSON: But SA Taxi, as I understand it, was a company in which you were involved.

MR SIBANYONI: Yes.

ADV CHASKALSON: So, it was not like you were going to visit a rival. You were going to visit your own company.

MR SIBANYONI: I get you.

ADV CHASKALSON: So, how did you understand the protection to which you were entitled? Any taxi industry business or just taxi industry business where you would be exposed to a risk by virtue of rival associations?

MR SIBANYONI: Ja, this meeting was a taxi related matter, hosted at SA Taxi.

ADV CHASKALSON: So, there would be other taxi

associations there as well?

MR SIBANYONI: Yes, there was a formal meeting of two associations. The venue was at SA Taxi.

ADV CHASKALSON: Look, I appreciate that you were not involved in these arrangements, so there is a limit to how much I can canvas with you in relation to the arrangements. But I want to show you some of the examples, because what one sees in the WhatsApps looks very much like an informal ad hoc arrangement that is not part of people's official police duties. But I appreciate that because you did not make the arrangements you may not be able to comment on that. But I want to put it to you and if Mr Sindane comes we can canvass it more fully with him.

So, let me give you a couple of examples. Take an example for instance on page 692. In fact, let us just look at these examples from Sergeant Mashego from Midrand Police. Chat number 5. He writes to Mr Sindane:

> "Good afternoon, Grootman. We are told to be on standby. We will not make it for tonight."

So, this suggests that this is not his primary SAPS duty and that it is just a duty that he can accommodate when he does not have other SAPS duties. You see what I am saying?

MR SIBANYONI: I hear you.

ADV CHASKALSON: Now, if there were an arrangement

that you were entitled to SAPS escorts, I would have assumed that this was something that would be organised in a manner in which you had access to escorts when you needed them. But this suggests something less formal than that. Do you have a comment on that? And please understand, I accept that you did not make these arrangements. So, if you cannot comment on it, that is a perfectly legitimate answer.

MR SIBANYONI: No, I cannot comment on it.

ADV BALOYI SC: Mr Chaskalson, where do we see that this related to Mr Sibanyoni? Arrangements for Mr Sibanyoni? And that it is not Mr Sindane making his own arrangements with this person?

ADV CHASKALSON: No, I am not suggesting that it was necessarily relating to Mr Sibanyoni. But it is a relationship with the SAPS officer who, certainly in other occasions, has given entrance codes and seems to be an escort, a regular escort. Likewise, if we go to the top of ...[intervenes]

ADV QOFA: Forgive me, Chair. There has been evidence placed on record that there is an office in the estate, an actual office with officers running, that Mr Sibanyoni has established at the estate. Yesterday he had requested that there has to be clarity that when people are going to the estate, even though the access is for the estate, people are going to the guesthouse because there are officers there.

So at least if there can be that distinction, because it always comes as though people are going to his house. And I said to him yesterday, do not worry about it, we will address it at the right time. Now that a Commissioner has raised it, I thought maybe it is necessary to just place it on record, Chair.

ADV CHASKALSON: I am happy to accept that, I think it is Sergeant Mashego may have been going to the estate to escort somebody other than Mr Sibanyoni.

ADV BALOYI SC: Mr Chaskalson, she makes a different point, that he may well have been going to a meeting in the estate clubhouse, not necessarily to meet with Mr Sibanyoni. I think that is what she is concerned about.

ADV QOFA: Indeed, Chair.

ADV CHASKALSON: To meet with him in what context? If it is suggested that it is outside his official duties, well that is a possibility.

ADV BALOYI SC: Because of how you responded to me, it raises what Ms Qofa has raised, and let us understand her. What she is saying is that it should be clear that entries to the estate are not necessarily to visit Mr Sibanyoni, because he has explained that there is an estate office, a guesthouse, which is an office. So this Mashego, for example, may be going into the estate to go to a meeting in that guesthouse, not necessarily to visit him. I understand

that should be what she is seeking.

ADV CHASKALSON: Yes, no, no, no, we were at cross purposes. But I was assuming that Mr Mashego would be going to the guesthouse to escort someone to the guesthouse, or to pick someone up from the guesthouse, as opposed to going in his personal capacity to have a meeting with someone at the guesthouse. So I fully accept that his attendance at the guesthouse may have related to a meeting of another person who was entitled to protection.

ADV KHUMALO SC: Did you say you do not know Mr Mashego, the SAPS person from Midrand, and he has never escorted you in any capacity?

MR SIBANYONI: No, I do not know him. I will never know whether it was him on the day when I was escorted.

ADV KHUMALO SC: But you have been escorted by SAPS people?

MR SIBANYONI: Yes, correct.

ADV KHUMALO SC: From Midrand.

MR SIBANYONI: Yes.

ADV CHASKALSON: So, if one goes to 695, and I am just talking about the informality of the arrangement, the first message is consistent with someone coming to collect a person entitled to a police escort, because Sergeant Mashego says:

> "We are here my brother."

The second message says:

> "My apologies for the missed calls, I was hospitalised and given a sleeping pill, can you please call the other, because my injury will take longer."

So this suggests that the arrangement is not structured through an office, that Sergeant Mashego is called from time to time, and that when he is injured or unavailable, he says call somebody else. Do you have a comment on that?

MR SIBANYONI: These text messages, you are saying they are from who?

ADV CHASKALSON: They are from Sergeant Mashego to Mr Sindane.

MR SIBANYONI: I cannot comment on those.

ADV CHASKALSON: I accept, you may not be able to comment. If we go down to chat 5 on that page, you see Sergeant Mashego sending his Standard Bank bank account details, and then Mr Sindane making a payment to those bank account details. And over the page:

> "Niyabonga, my brother, it makes a big difference."

Again, this speaks to an informality in the relationship I put to you, but I mean you can comment if you choose, you do not have to comment.

MR SIBANYONI: I cannot comment, ja.

ADV CHASKALSON: It is an issue that I will canvas with Mr Sindane. But in relation to the SAPS, we have seen in the context of the Kwagga 20 issue that an SAPS success report found its way into the hands of Mr Sindane, and he sent it to you to describe what the SAPS was saying about the Kwagga 20 operation in which your nephew was shot. Do you recall that?

MR SIBANYONI: Yes.

ADV CHASKALSON: Now, I want to put to you that that report is a confidential SAPS document, and it is not something for circulation to the public. Were you aware that it was not a public document?

MR SIBANYONI: No, I was not aware.

ADV CHASKALSON: And you, of course, cannot talk to how Mr Sindane acquired it.

MR SIBANYONI: Yes.

ADV CHASKALSON: There is another report of that nature, file 4, page 1894, which is a report – I apologise, I have given the wrong reference, I think. This is the wrong copy of that report.

CHAIRPERSON: But file 4 is the correct file.

ADV CHASKALSON: No, no, it is going to be 1 or 02, I would imagine. It is file 3, in fact, file 3, 1245.

MR SIBANYONI: Yes, I can see it.

ADV CHASKALSON: Now, this is an internal SAPS report

in relation to the murder of Sergeant Lekalakala near the PUTCO depot in Mabopane. Again, this was sent to you by Mr Sindane, and he followed it up with a message saying:

> "Organised Crime Investigation Unit under General Lekalakala."

If you go over the page to 1246, you have it?

MR SIBANYONI: Ja.

ADV CHASKALSON: You do not know how Mr Sindane acquired this message?

MR SIBANYONI: No, I do not.

ADV CHASKALSON: Can you offer any reason as to why he would forward it to you, why you would be interested in the murder of Sergeant Lekalakala next to the PUTCO depot in Mabopane?

MR SIBANYONI: [No answer]

ADV CHASKALSON: I mean did you discuss it with him in any way?

MR SIBANYONI: No.

ADV CHASKALSON: Do you have any suggestion as to why he would think that you might be interested in this?

MR SIBANYONI: I think he was just sharing, but I do not know, hence I say I think.

ADV CHASKALSON: And he went further and said that:

> "This was an Organised Crime Investigation Unit matter under General

Lekalakala."

Do you know General Lekalakala?

MR SIBANYONI: Nope.

ADV CHASKALSON: Can you suggest why he might have thought that you should be told who was in charge of this investigation?

MR SIBANYONI: I also do not know.

ADV CHASKALSON: Can we then go to page 1230. There on the 15th of July, chat number 2, you told Mr Sindane that:

"General Sibiya had been suspended."

Do you see that?

MR SIBANYONI: Ja.

ADV CHASKALSON: Do you recall how you learnt that General Sibiya had been suspended?

MR SIBANYONI: It was on the media.

ADV CHASKALSON: Two chats down, chat number 4, you sent Mr Sindane a document. That document is at 1407.

ADV KHUMALO SC: 1378.

ADV CHASKALSON: 1?

ADV KHUMALO SC: 1378.

ADV CHASKALSON: 1378. Thank you, Commissioner. And that document appears to be a letter addressed by the National Commissioner of Police to all Divisional Commissioners and Provincial Commissioners, Heads of

Head Office and Deputy National Commissioners, and the Minister of Police, reporting that:

> "Major General Makgato has been appointed as Acting Divisional Commissioner of Crime Intelligence with immediate effect until further notice."

And then giving the details of Major General Makgato. It says:

> "Please bring the content of the circular under the attention of all employees."

How did you get a copy of this letter?

MR SIBANYONI: I cannot just remember, but it should tell, maybe in the WhatsApp messages, as to where did I get it.

ADV CHASKALSON: Sorry?

MR SIBANYONI: I cannot recall where did I get it, but I think from the WhatsApp messages.

ADV CHASKALSON: Somebody WhatsApped it to you?

MR SIBANYONI: Yes, ja.

ADV CHASKALSON: Have you consulted your own WhatsApps to see who WhatsApped it to you?

MR SIBANYONI: No, I could not. My phone does not have any information anymore.

ADV CHASKALSON: And who would have WhatsApped to you? Someone inside the police, or someone who is outside the police?

MR SIBANYONI: I am not certain.

ADV CHASKALSON: Did you understand this document to be an internal police document?

MR SIBANYONI: Yes, I do see.

ADV CHASKALSON: So if it came from outside the police, would you not have taken up with that person how they get hold of internal police documents?

MR SIBANYONI: No, I cannot.

ADV CHASKALSON: So you cannot recall how you got it?

MR SIBANYONI: Ja, no, I cannot.

ADV CHASKALSON: And you forwarded it on to Mr Sindane?

MR SIBANYONI: Yes.

ADV CHASKALSON: Why did you do that?

MR SIBANYONI: Just sharing.

ADV CHASKALSON: For what purpose?

MR SIBANYONI: We share a lot of things, I mean. There is an information that someone forwarded to me, I forward it, like I do forward some of the messages again.

ADV CHASKALSON: Even when that information is an internal police document?

MR SIBANYONI: Yes.

ADV BALOYI SC: Sorry, Mr Chaskalson. Before you received this document, had you had any dealings at all with crime intelligence, or even General Makgato?

MR SIBANYONI: No.

ADV BALOYI SC: Had you and Mr Sindane had any conversations at all about crime intelligence people, be it the one that Makgato was replacing, I think that was General Khumalo, or General Makgato?

MR SIBANYONI: Not as far as I can recall.

ADV BALOYI SC: So why would you share this with Mr Sindane, if there was no basis for you to consider that it is a topic that he may be interested in?

MR SIBANYONI: Even if I cannot be precise about the answer, what was happening, it was interesting at the time, the news were flying, the suspension of other police, like you have seen, we said that Mr Sibiya has been suspended. Remember, at the time, our interest in the matters of police was so high, because from the report that was circulating around, we knew that certain police were reporting to the farm. So as some developments concerning police that I think were related to the farm, I would share with that.

ADV BALOYI SC: Mr Sibanyoni, that explanation makes sense to me, that there is a history, you do have a history on your testimony that some police were involved in reporting to the farm.

MR SIBANYONI: Correct.

ADV BALOYI SC: And an explanation from you that says we share this information because of that particular

interest, that does make sense, goes some way to make sense, not an answer that says I just shared because we share everything.

MR SIBANYONI: Okay.

ADV BALOYI SC: But then my next question about it is, still on this letter, that yes, I understand sharing about the suspension, which is in the public domain. In fact, it is not suspension, the arrest of General Khumalo and what followed, that it is matter that is in the public domain and you have explained about the farm. But why do you share who is acting in his place? What does it matter to you and Mr Sindane if you have not had any dealings with this person, why would it matter?

MR SIBANYONI: Sharing was not specifically to identify the person who was acting. It was just sharing news. Not to give any directive for that matter. And it was going to assist me at the same time if I see who sent this message to me. But here we were just sharing, Commissioner.

ADV BALOYI SC: Is it unreasonable to suggest to you that this would have been sent to you, considering that it is an internal SAPS private document? Would you consider it unreasonable to suggest to you that it must have been sent to you by a member of the SAPS?

MR SIBANYONI: I am not sure.

ADV BALOYI SC: Until there is further evidence

otherwise, is it unfair to hold the view in the meantime that you must have received this internal document from a SAPS member?

MR SIBANYONI: I get you, Commissioner.

ADV BALOYI SC: Yes.

MR SIBANYONI: But in this particular form of messages sent, we have got half of the messages here being forwarded by other people. So that is why I am saying it was going to be clear to me if I knew who sent it to me, then I was going to patch on that.

ADV BALOYI SC: And I accept your answer. That is why I say to you, until there is an explanation, we do accept that it is not unreasonable to assume or work on the basis it must have been sent to you by a member of SAPS?

MR SIBANYONI: I get you.

ADV BALOYI SC: Thank you.

ADV BALOYI SC: Mr Chaskalson, just to correct the record, remember we left a question mark on the letter because we thought General Khumalo was not suspended, it may have been referring to General Sibiya. But the letter is in fact accurate because news reports suggest that at the time, General Masemola was still to make a decision. So the letter did reflect that it was about the acting Divisional Commissioner Crime Intelligence, and not General Sibiya. And news reports confirm that because it was widely

reported.

ADV CHASKALSON: Thank you, Commissioner.

ADV BALOYI SC: Mr Chaskalson, the chat about General Sibiya has been suspended now. The same question I asked earlier, why would it be a matter of interest to you? We have heard, and I know you have been following the Commission, and you have heard the testimony of Sergeant Nkosi, for example. You have had General Sibiya as well. Why would this be a matter of discussion and interest between you and Mr Sindane?

MR SIBANYONI: We knew at the time that he was reporting at the farm.

ADV BALOYI SC: You knew that at the time he was involved with the farm. Thank you.

ADV KHUMALO SC: To be clear, who was reporting to the farm?

MR SIBANYONI: Sibiya.

ADV KHUMALO SC: You knew that General Sibiya was reporting to the farm?

MR SIBANYONI: Correct.

ADV KHUMALO SC: And then can I just ask about this letter that we looked at in 1378? As you were circulating it or sharing it with Mr Sindane, you must have known surely that what you are circulating is an internal SAPS document.

MR SIBANYONI: Yes.

ADV KHUMALO SC: Accepting that somebody might have forwarded it to you.

MR SIBANYONI: Yes.

ADV KHUMALO SC: But as you were forwarding it to somebody else, you must have known that what you are doing is circulating an internal SAPS document.

MR SIBANYONI: Correct.

ADV BALOYI SC: I should have asked this, sorry, Mr Chaskalson. Mr Sibanyoni, when you say you knew that General Sibiya was reporting to the farm, is that knowledge because you have seen him there or because you have been involved with that or you have heard? What does it mean when you say we knew?

MR SIBANYONI: No, I heard.

ADV KHUMALO SC: You had heard.

ADV BALOYI SC: You have never seen him at the farm.

MR SIBANYONI: Yes.

ADV BALOYI SC: You have never been with him at the farm.

MR SIBANYONI: No, no.

ADV BALOYI SC: And you have never had a discussion with him about him at the farm?

MR SIBANYONI: No, not at all.

ADV BALOYI SC: Thank you.

ADV KHUMALO SC: Sorry to do this. Just to be clear,

what does it mean reporting to the farm?

MR SIBANYONI: Those are the people that visit the farm. He was one of those.

ADV KHUMALO SC: So is there anything wrong with visiting the farm?

MR SIBANYONI: Ja, terribly wrong.

ADV KHUMALO SC: That is what I am trying to get at. You are being vague about it. When somebody reports to the farm, what are they doing which you find improper?

MR SIBANYONI: Ja, let me clear it a little bit. You know at some point, Commissioner, whilst you were driving, myself driving, we were even afraid to stop even when the police were stopping us, because we would say those police are reporting to the farm and they want to kidnap us one way or the other. That was the danger we were facing at the time. So having a little bit of knowledge, it helps us a lot as to, and considering the position that he was holding, it was very difficult.

ADV KHUMALO SC: When you say reporting to the farm, you mean they were working for Mr Msibi?

MR SIBANYONI: Correct.

ADV KHUMALO SC: And carrying out his instructions?

MR SIBANYONI: Correct.

ADV KHUMALO SC: So why does that not come from you? Why do you want me to put words into your mouth?

MR SIBANYONI: Okay, but it is an automatic thing. I take it as it is automatic because...

ADV KHUMALO SC: Commissioners cannot give evidence, Mr Sibanyoni.

MR SIBANYONI: Okay.

ADV KHUMALO SC: It has to come from you. If it comes from me, it is meaningless.

MR SIBANYONI: Okay, I get you.

ADV KHUMALO SC: So I want to hear it in your own words.

MR SIBANYONI: Ja, whoever was reporting at the farm, to me, I take it that he was carrying Mr Msibi's instructions. And the example of that, one of those instructions, they carried out by shooting me at Centurion Golf Estate.

ADV KHUMALO SC: And somebody at the level of a General, what would they be doing if they are reporting to the farm? I can understand junior policemen carrying out instructions, but at the level of Deputy National Commissioner, what would that entail, reporting to the farm?

MR SIBANYONI: I cannot be specific, but if someone senior who can give instructions to the junior at any given time, it is going to be too dangerous. So if someone senior is reporting to the farm, carrying out the duties, that I think is dangerous to me, it is easy for the juniors to execute that

instruction.

ADV KHUMALO SC: Thank you, Mr Chaskalson.

ADV CHASKALSON: Can I just follow up that answer by going back to somebody else who used to report at the farm? You remember the Murata Road R500 million contractor?

MR SIBANYONI: Yes.

ADV CHASKALSON: The message that you got said he used to report at the farm for all his Soshanguve projects. What would a contractor report to the farm about for projects?

MR SIBANYONI: I have answered you in that matter, because it did not materialise, so there is nothing that I could come up with.

ADV CHASKALSON: But my question is different. My question is not relating to whether you ended up with this contractor, but how did you understand the process of contractors reporting at the farm? What was that about?

MR SIBANYONI: I cannot be quite certain. And for the mere fact, this is one of those forwarded messages that I cannot substantiate more.

ADV CHASKALSON: But would you not have understood this message as describing a contractor who was paying protection money to Mr Msibi?

MR SIBANYONI: You can do that.

ADV CHASKALSON: Do you have any other explanation?

MR SIBANYONI: No.

ADV CHASKALSON: Do you understand it in any other way?

MR SIBANYONI: No, I am saying you can understand that, but for me it is a different thing. I did not understand anything.

MR SIBANYONI: You did not understand anything?

MR SIBANYONI: Yes, ja.

ADV BALOYI SC: Let me follow up on that. In your information, what you came to know about the farm and Mr Msibi's dealings, did you ever become aware of business people going to the farm?

MR SIBANYONI: Yes.

ADV BALOYI SC: With what kind of relationship, for what purpose?

MR SIBANYONI: The nitty-gritties, you will never get them, up until you get it from the very same person who went there. But they were going. They were visiting the farm.

ADV BALOYI SC: Thank you.

MR SIBANYONI: You know, to take it further, Commissioner, like I am saying, up until I met this guy, it was then that I was going to know that he was reporting to the farm based on this. Why I am taking you further, even

in our discussions with Pisapia, he reported to the farm. So, up until I get someone who is from the farm and then engage with him, he will tell, okay, what were you reporting for? So, it is a matter of every business people, they report, the busses, they report. As for what, I will never know, but they did report.

ADV CHASKALSON: So you say Mr Pisapia reported at the farm?

MR SIBANYONI: Ja, they have confirmed to me that he reported to the farm.

ADV CHASKALSON: And for what purpose?

MR SIBANYONI: I do not know.

ADV CHASKALSON: Did you ask him?

MR SIBANYONI: No, I did not ask him.

ADV CHASKALSON: So he just volunteered, I reported at the farm?

MR SIBANYONI: Ja, I did not ask him as for what, because at that time the farm was still alive.

ADV CHASKALSON: And he just volunteered this information to you?

MR SIBANYONI: I asked him.

ADV CHASKALSON: Why would you ask him?

MR SIBANYONI: I got information that he visited the farm, then I asked him, then he agreed.

ADV KHUMALO SC: You did not report to the farm?

MR SIBANYONI: No, I did not report to the farm.

ADV KHUMALO SC: No, because you said most business people, so I just wanted to be sure that that included, did not include you.

MR SIBANYONI: No, I did not report to the farm.

ADV CHASKALSON: What I understood is that shortly after Mr Msibi moved his operation to the farm, your relationship with him soured.

MR SIBANYONI: Yes.

ADV CHASKALSON: That is correct. So you went to the farm once or twice and then...

MR SIBANYONI: Correct.

ADV CHASKALSON: I want to move to a different topic now. It concerns a particular aspect of your relationship with Gubis Security.

MR SIBANYONI: Page?

ADV CHASKALSON: So this will involve the original annexure bundle to begin with.

MR SIBANYONI: What is this?

ADV BALOYI SC: Mr Chaskalson, is it the one that is marked file 2. It says annexures and then file 2.

ADV CHASKALSON: I think it would be that one. It is not supplementary. No, I have annexures file 1.

ADV KHUMALO SC: File 1 is the statement, so file 2 is the annexure, yes.

ADV CHASKALSON: Sorry, my numbering is different, but it is the annexures.

ADV BALOYI SC: Your assistant is nodding that it is file 2.

ADV CHASKALSON: It is page 10 of that file. There is a letter from Gubis about the donation of a bakkie to you.

ADV QOFA: Chair, can I just request clarity? Are you on the annexures file to the original statement or are we at...

CHAIRPERSON: Yes, yes. Have you got it?

ADV CHASKALSON: Do you have it?

MR SIBANYONI: Yes, I have got it.

ADV CHASKALSON: So that is a letter dated 1 March 2025, and it is addressed to the chairperson of your foundation, and it reflects that Gubis has taken the decision to present a bakkie as a birthday gift to you.

MR SIBANYONI: Correct.

ADV CHASKALSON: And now it goes on to describe why it has done it, and it says it is made voluntarily as a gesture of appreciation, and specifically in celebration of your birthday. And you mention in the statement that the bakkie was financed by Gubis and that it was ultimately transferred to you in – or registered by MJS and Sons in February 2026.

MR SIBANYONI: Okay.

ADV CHASKALSON: Now, if we go to page 6, we see

Gubis bank statement.

MR SIBANYONI: Page 6?

ADV CHASKALSON: Oh, sorry, page 6 of a different file, page 6 of the file 1 of the evidence files.

MR SIBANYONI: Yes.

ADV CHASKALSON: We see that on the 18th of March, Gubis made two payments. The first was a R3 million payment with the reference Mandla Mqiba, and the second was a payment with the reference McCarthy (Pty) Ltd in an amount of R1,011,000. You see it 101100.

MR SIBANYONI: Okay.

ADV CHASKALSON: And we understand that payment to be the deposit payment on the bakkie. Do you understand it that way?

MR SIBANYONI: No, I do not know.

ADV CHASKALSON: You do not.

MR SIBANYONI: I do not know.

ADV CHASKALSON: Do you know what the value of the bakkie was?

MR SIBANYONI: I am not certain.

ADV CHASKALSON: If we go to the – page 126.

MR SIBANYONI: Same bundle.

ADV CHASKALSON: Same bundle.

MR SIBANYONI: 126.

ADV CHASKALSON: 126. We will see the chain of

ownership and title to the bakkie.

MR SIBANYONI: Yes.

ADV CHASKALSON: And we see that up to the 12th of March 2025, it was owned – both title and ownership were held by McCarthy Retail. Do you see that?

MR SIBANYONI: Yes.

ADV CHASKALSON: Then what happened, with effect from the 24th of March, was that the title was held by Toyota Financial Services, and Gubis became the owner.

MR SIBANYONI: Okay.

ADV CHASKALSON: So that is consistent with the deposit having been paid and the balance being financed through Toyota Financial Services.

MR SIBANYONI: Noted.

ADV CHASKALSON: Do you understand why Gubis made this very generous donation to you? Have you ever asked them why they chose to make this donation to you?

MR SIBANYONI: I will just think. Not like I am not sure as to why. Because it is not only Gubis, Chair, that gave me birthday presents. It is not him alone and that is a lot of presents.

CHAIRPERSON: Of this or similar magnitude.

MR SIBANYONI: Yes, ja.

CHAIRPERSON: I would love to be associated with people like that. [Laughter]

MR SIBANYONI: To an extent that one of, two of my armoured vehicles were armoured by a gift. President, can we take your car to an SVI? We will pay for it. It was done like that. So it is a lot. So me singular and only Gubis for me, it is far less. It is far less. To armoured vehicles, it is 1.5. Then it has been happening.

ADV CHASKALSON: Sorry, the armoured vehicle is?

MR SIBANYONI: 1.5.

ADV CHASKALSON: 1.5 million?

MR SIBANYONI: Yes, ja.

ADV CHASKALSON: Yes, you do not know that this was less than 1.5 million?

MR SIBANYONI: Yes, it is less.

ADV CHASKALSON: This bakkie is less?

MR SIBANYONI: Yes, far less. Far less.

CHAIRPERSON: My understanding is that the 1.5 is just to armour it.

MR SIBANYONI: Ja.

ADV CHASKALSON: Just to armour it?

MR SIBANYONI: Yes.

ADV CHASKALSON: Sorry, I misunderstood.

CHAIRPERSON: Ja.

ADV CHASKALSON: Who else has given you gifts of this order, apart from Gubis?

MR SIBANYONI: Come on, Mr Chaskalson, people love,

there are my people there. Ask them. [Laughter]

ADV CHASKALSON: And you do not know why it happened, when it happened in March 2025?

MR SIBANYONI: Come again?

ADV CHASKALSON: You do not know why this gift was given, when it was given in March 2025?

MR SIBANYONI: Ja, March, ja.

ADV CHASKALSON: But you do not know why they suddenly decided in March to give you this gift?

MR SIBANYONI: Hence, I am saying it is not him alone. There are a lot of them. Here are they. Here are they. If I was a government official, I was going to declare all those things. [Laughter] But unfortunately, I am on my own.

ADV CHASKALSON: You see, there is a strange chain of events in March 2025, which you may or may not be aware of. Let me tell you what that chain of events involved. On 1 March, this letter was sent reflecting the donation. On the 5th of March, sometime shortly before the 5th of March, Sergeant Nkosi and Mr Mnisi of the then Tshwane CFO were driving in a car and ostensibly were called by Gubis to say, why have we not been paid?

And then Sergeant Nkosi intervened and set in stage a process by which Mr Mnisi spoke to Chief Dlamini, who was the Deputy Head of Security in the TMPD in a series of messages conveyed through Sergeant Nkosi on

the 5th of March all designed to get Gubis to be paid by Tshwane. And then on the 12th and 17th of March, Tshwane paid Gubis a total of over R13 million. And then on the 18th of March, Gubis paid Mr Mqina 3 million and seems to have paid a 1 million plus deposit on a present for you.

Did you have anything to do with arrangements in relation to the payment of accounts claimed by Gubis from Tshwane?

MR SIBANYONI: Not at all.

ADV CHASKALSON SC: Not at all.

MR SIBANYONI: No, not at all.

ADV CHASKALSON: And do you know why Mr Mqina would be paid R3 million on the same day as what looks like the deposit on this vehicle was paid by Gubis?

MR SIBANYONI: No, I will not.

ADV CHASKALSON SC: That is an issue we can take up with him. My next topic also indirectly involves Gubis because it is about the Shosholoza Club.

MR SIBANYONI: Where are we now?

ADV CHASKALSON SC: We will be in your statement bundle, your supplementary statement, page 26.

MR SIBANYONI: Chair, can I get a comfort break, if you allow me?

CHAIRPERSON: A break?

MR SIBANYONI: Yes.

CHAIRPERSON: Let us adjourn. It will be indicated when we should come back. Let us adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Yes, Mr Chaskalson.

ADV CHASKALSON: Thanks, Chair. Mr Sibanyoni, in your statement you talk about two different Shosholoza Clubs.

MR SIBANYONI: Ja, which page are we now?

ADV CHASKALSON SC: Same page that we were previously, 26 of the supplementary statement.

MR SIBANYONI: Oh, okay. I have got it.

ADV CHASKALSON SC: And you explain that there was an old club and a new club and that what we are concerned with is the new club that was formed in January 2025. And you explain again in paragraph 81 that:

> "The club operates in the ordinary fashion of a *stokvel* with monthly contributions from each member and a distribution at the end of the year that was approximately 4.5 million per member."

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Now, and then if we go down to paragraph, sorry, page 92.

MR SIBANYONI: Page 92?

ADV CHASKALSON SC: Sorry, I am now, I am sorry, I am

on the...

MR SIBANYONI: Page 98.

ADV CHASKALSON SC: No, no, not page 92. Page 27. My reference is wrong, I apologise. You say at paragraph 87, on page 27, that:

> "Mr Mahlangu, Calvin Mahlangu, was a member of the club in his personal capacity and his contributions were made as a member, not as a conduit from Gubis."

And you, then at paragraph 92, page 28, you explain, you provide a copy of the bank statement of Malambule Property Developments and you explain that Malambule, and sorry, because it is not clear to me, let me explain to you how I understand it. That money that was in the club was transferred over, 30 million from Shosholoza, was transferred over to Malambule on the 6th of December 2025. That is what you say at paragraph 83.2. An investment deposit of 30 million. I understand that to have come from the Shosholoza Club.

MR SIBANYONI: Sure.

ADV CHASKALSON SC: And, although you do not spell it out in the statement, what I understand you to be saying is that the accumulated savings of Shosholoza were transferred to Malambule from which the individual members

of Shosholoza were paid out.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And you give the bank statement of Malambule for the month of December 2025, which reflects those outgoing payments.

MR SIBANYONI: Sure.

ADV CHASKALSON SC: Now, I want to take you to the constitution of the club, and that is the very first document in the bundle in file 1.

MR SIBANYONI: Okay.

ADV CHASKALSON SC: And the object of the club, which is described as the investment fund:

> "The investment fund objective is for a fund to facilitate the achievements of our individual and collective growth for the Mr Madoda J Sibanyoni family and the Mr Mandla J Mqina family."

So it is a fund that is designed to facilitate individual and collective growth for your family and Mr Mqina's family in the object. Do you understand the object differently?

MR SIBANYONI: Not specifically for myself and Mandla Mqina. As you can see from the funds that different people, eight of them, they are contributing. It is not limited to these two.

ADV CHASKALSON SC: So how does that tie up with this

object?

MR SIBANYONI: I am clarifying to you that it is not limited to these two. And to pack up that, you can see the distribution to those other members other than these two families.

CHAIRPERSON: How are you able to explain your conduct in the face of what this constitution says? This constitution does not seem to tie in with your conduct.

MR SIBANYONI: Correct.

CHAIRPERSON: That is, having other people make contributions and also to get pay-outs. That does not seem to tie in with what the constitution provides. How are you able to explain that on the basis of or in terms of the constitution?

MR SIBANYONI: From, if you want to have a *stokvel* or so to put it, you will get advice from the bank that two individuals must act and make a constitution. Then you guys open an account. And that portfolio is run by me and Mr Mqina. Therefore it reflects the two of us.

ADV KHUMALO SC: But even membership, Mr Sibanyoni, on page 2:

> "Membership of the club will be open to members of the two families."

MR SIBANYONI: Yes, I can see it.

ADV KHUMALO SC: It is not open to everybody.

MR SIBANYONI: Ja, on paper it says like that, but it was open. And it demonstrates itself as to who else was part of this. And at the end of the year, everyone who contributed got their money. Fairly so.

CHAIRPERSON: So there was no constitutional basis regarding the others.

MR SIBANYONI: Correct.

CHAIRPERSON: Mr Chaskalson?

ADV CHASKALSON: Well, if we go to page 190 ...[intervenes]

MR SIBANYONI: Same bundle.

ADV CHASKALSON SC: The same bundle. We see the people who are contributing.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And now, if we start on 4 March, there is payment from Mindlo Copperleaf, and that I understand to be Mr Mqina.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Then there is a payment from Sammy.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Is that another member?

MR SIBANYONI: Yes, another member.

ADV CHASKALSON SC: And who is the other member?

MR SIBANYONI: You go down on the 5th.

ADV CHASKALSON SC: No, no, no. who is Sammy?

MR SIBANYONI: Oh, who is Sammy?

ADV CHASKALSON SC: Yes.

MR SIBANYONI: He is one of us.

ADV CHASKALSON SC: No, no, but who is he? Is he Mr Samuel Ndinga?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And is he a family member?

MR SIBANYONI: No, he is a friend.

ADV CHASKALSON SC: He is not a family member.

MR SIBANYONI: Ja.

ADV CHASKALSON SC: Then on the 5th of March, there is a payment by the President, and I assume that is you.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: On the 5th of March, there is another payment from Sammy, and I presume that is because the first payment was short.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Then there is another payment on the 6th of March from Bushi.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Is that Mr Bushi Ngoato?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And is he a family member?

MR SIBANYONI: No, he is not.

ADV CHASKALSON SC: He is not. Then there is another payment from Mr Mdaki, Bongani Mdaki.

MR SIBANYONI: Ja, he is also not a family member.

ADV CHASKALSON SC: Not a family member.

MR SIBANYONI: Mmm.

ADV CHASKALSON SC: Then there is a payment from Calvin Gubis Security. I am assuming that is Mr Mahlangu.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: He is not a family member.

MR SIBANYONI: No, he is not.

ADV CHASKALSON SC: Then there is a payment from someone, I presume is not Kaizer Motaung, but is called Chincha Guluva.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Who is that person?

MR SIBANYONI: It is Chincha Guluva.

ADV CHASKALSON SC: Chincha Guluva. That is presumably not his real name.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Is it his real name?

MR SIBANYONI: No, I call him Chincha Guluva.

ADV CHASKALSON SC: Is he a good footballer?

MR SIBANYONI: He used to.

ADV CHASKALSON SC: And who is Chincha Guluva?

MR SIBANYONI: I just remember his name, Mr Mathebula.

ADV CHASKALSON SC: Mr Mathebula.

MR SIBANYONI: Ja.

ADV CHASKALSON SC: Is he a family member?

MR SIBANYONI: No, he is not.

ADV CHASKALSON SC: He is not. Then, let me just count. One, two, three.

ADV KHUMALO SC: I assume King of the Skies Mr Sindane. I am guessing, I am guessing. [Laughter]

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Thank you, Commissioner. So we have got the eight members.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Now, these eight members contribute each month. And, sorry, before we get to the contributions, if we just stay on that page. The initial payment says Credit ABSA Shosholoza Club. Sorry, 4 March. The third payment, not the initial one. Do you see that?

MR SIBANYONI: Which one?

ADV CHASKALSON SC: Same page, 190.

MR SIBANYONI: Right.

ADV CHASKALSON SC: The third payment, 4th of March.

MR SIBANYONI: Okay.

ADV CHASKALSON SC: It says...

MR SIBANYONI: Magtape.

ADV CHASKALSON SC: ...Magtape Credit ABSA Shosholoza Club. And I understand that to be a transfer from ABSA where the club previously had its bank account.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And you mentioned on a previous occasion that ABSA had closed that account and that is why you went to FNB.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Now, if we go through these monthly bank statements, we see that each month every member contributes the same amount, just like a *stokvel*. But in the FNB account, we see two things. One, everyone contributes each month. And two, at the end of each month, there is a transfer to the investment account, a separate account presumably, which gets better interest.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Nobody is paid out by the club except for two cases that I can see. And the first case is on page 206. And there on the 21st of November ...[intervenes]

MR SIBANYONI: Wait a second, please.

ADV CHASKALSON SC: 206, the second last transaction.

MR SIBANYONI: Okay.

ADV CHASKALSON SC: There is a payment of a million to M&J.

MR SIBANYONI: Okay.

ADV CHASKALSON SC: And would that be to your company, MJ&S Transport?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Then, on the 6th of January, which is on page 210, there is a payment which says transfer to Joe and it is 3,010,000 on the 6th of January.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And that would be a transfer to you.

MR SIBANYONI: Sure.

ADV CHASKALSON SC: So you have received now 4,010,000 from the club.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: There is a payment on the 14th of January to Money Talks. And it says ...[intervenes]

MR SIBANYONI: Another page.

ADV CHASKALSON SC: Same page, same page. It is the third from the bottom. It says Chair Mvimbi. Now, I understand that to be a payment into a separate *stokvel* or a separate savings club, Money Talks. Is that correct?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And it says Chair Mvimbi as the reference. Is it a payment made ...[intervenes]

MR SIBANYONI: Yes.

ADV CHASKALSON SC: ...on behalf of Mr Mvimbi?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: But Mr Mvimbi is not a member of this club. Not a member of Shosholoza.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: So how does Shosholoza pay to Money Talks for Mr Mvimbi?

MR SIBANYONI: I think... if I were to remember, I think he made a loan of some kind, if I were to think properly. But it is not a substantial amount of money that can raise eyebrows for the Commission. 250 from the 4 million that you are saying I took my share of 4 million. Unless otherwise. But making a loan to Mr Mvimbi in reference to this, for me, it was not a big deal that I could remember quite right now, as if there was something sinister happening.

CHAIRPERSON: For the record, I must say R250,000? You said 250. People just might think it is R250.

ADV CHASKALSON SC: And that is Mr Mvimbi Masilela.

MR SIBANYONI: Ja.

ADV CHASKALSON SC: He is the man that we saw in the Dr Ntuli matter, Tengane matter.

MR SIBANYONI: Yes, ja.

ADV CHASKALSON SC: Then we come to the transfer over to Malambule.

MR SIBANYONI: On which page?

ADV CHASKALSON SC: That is on your supplementary annexures, page 104, supplementary annexures. And do you have the page?

MR SIBANYONI: Yes, I do have.

ADV CHASKALSON SC: So that is, first of all, is Malambule your company?

MR SIBANYONI: Yes.

ADV CHASKALSON SC: It is your company. And it receives 30,000,000 on the 6th of December. And that 30,000,000, as I understand it, comes from Shosholoza.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And now Malambule is going to be used to distribute the proceeds of the *stokvel* to the individual members.

MR SIBANYONI: Sure.

ADV CHASKALSON SC: Why did you do it through Malambule?

MR SIBANYONI: I have explained it before.

ADV CHASKALSON SC: You said it was a mistaken transfer.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: But who are you intending to transfer the 30,000,000 to?

MR SIBANYONI: We have got a holding account. Where we deposit money is the main holding account and you

transfer it to the investment. So you take it from the investment, you bring it back to this one.

ADV CHASKALSON SC: So you meant to bring it back to the holding account...

MR SIBANYONI: Correct.

ADV CHASKALSON SC: ...from which it would be paid out.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: But you accidentally transferred it to Malambule.

MR SIBANYONI: Yes, correct.

ADV CHASKALSON SC: And is that because they are all on the same internet banking profile? It is a mistake. Not in these quantities, but it is a mistake that I have made too.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Okay, so that is why it goes to Malambule. You then pay out to Mr Ndinga on the 8th of December an amount just over 4,000,000.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: It should have been, I think, 4,050,000, but by error it was R4,050,000. That is the second entry.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And then if we go down to the 8th of December, the last 8th of December payment, I think that

that payment is trying to bring Mr Ndinga back to the 4,050,000 that he should have got.

MR SIBANYONI: Sure.

ADV CHASKALSON SC: I think you still owe him about, I am not going to do the maths, but you have still short-changed him a little bit.

ADV KHUMALO SC: Is that not corrected by 208 in the previous, so on the 12th of December?

ADV CHASKALSON SC: It is more than 208.

ADV KHUMALO SC: No, no, I am saying page 208 of the previous file where we were in the statement because that is 12 December. I am assuming it is the same year. I see that payments are made to the same people.

ADV CHASKALSON: Yes.

ADV KHUMALO SC: So is it file 1?

ADV CHASKALSON SC: It is file 1 208.

ADV KHUMALO SC: Page 208, ja. So does that not correct the short payment?

ADV CHASKALSON SC: In fact, it now makes it an overpayment, I think. But I am not wanting to account for the internal accounts of the Shosholoza Club. I do not want Mr Ndinga chasing me saying that he is now got to pay money back. So maybe let us stay on this page.

MR SIBANYONI: Which one 208?

ADV CHASKALSON SC: 208.

MR SIBANYONI: Okay.

ADV CHASKALSON SC: And just clarify, there are a range of payments, relatively small payments for the club. The first one goes to Spahle [?] and it has got the reference Madam President, it is R30,000. Do you know what that payment is?

MR SIBANYONI: Ja, I think it was paid. What is happening?

ADV CHASKALSON SC: It is page 208.

MR SIBANYONI: Ja, what is happening is everyone will give you a proper directive, take this money to this one, take this money to this one.

ADV CHASKALSON SC: And does the President there reflect your directive or is it somebody else's directive?

MR SIBANYONI: Ja, somebody else's directive.

ADV CHASKALSON SC: So do you know whose directive it would be?

MR SIBANYONI: I am not sure, but they always write a piece of paper during that time.

ADV CHASKALSON SC: So somebody said pay 30,000.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And then Mr Ndinga was paid two amounts of 45 and 10, so that becomes 55.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: Mr Mdaki was paid 50.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Mr Ngoato was paid 50.

MR SIBANYONI: Yes.

ADV KHUMALO SC: Not for both of them.

ADV CHASKALSON SC: I think the account may be Ngoato Brothers, but it is one Mr Bushi Ngoato. It is not more than one Ngoato, who are members of the club.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: So it is only Mr Bushi Ngoato. Then there is a payment from Chincha Guluva. Is that a late payment that was owed still in terms of contributions?

MR SIBANYONI: Okay.

ADV CHASKALSON SC: Then if we go back to that Malambule payment.

MR SIBANYONI: Page?

ADV CHASKALSON SC: It is in that separate file, page 104, supplementary annexures.

MR SIBANYONI: Come again?

ADV CHASKALSON SC: So it is page 86. No, it is not page 86. I am sorry, it is page 104. And there we see a series of payments. The one that we can allocate clearly is Mr Ndinga, who gets just over 4 million.

MR SIBANYONI: Right.

ADV CHASKALSON SC: To which the 55,000 must be added from the previous payments.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: So he sits with 4,055,050.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Then there are a series of payments that say payment to Ibiza. Now I am imagining that those are payments to different members of the club.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Why were they called payments to Ibiza? Is it because there was a separate Ibiza club and they were transferring monies there?

MR SIBANYONI: No, I think it was just a mistake here. Because all of them, it says the reference Ibiza. You know, as you sit in your laptop making transfers, making clear references for us does not matter. So long as I have got the real account and the account name, as to the relevance of this, for me it did not matter. But all I can say is that all this money went to different people who contributed.

ADV CHASKALSON SC: So I understand that the first Ibiza payment is to Mr Sindane. The second one is to Mr Mahlangu. The third is to Mr Ndinga.

MR SIBANYONI: Hang on. No.

ADV CHASKALSON SC: No.

MR SIBANYONI: It cannot be Ndinga.

ADV CHASKALSON SC: I am afraid it is. Oh no, the 45,000 is to Mr Ndinga. So Mr Ndinga ends up with 4.5

million. The 372 that says President is to you.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: There is an amount of 4.05. One of these Ibizas goes to the Ladies Investment Club. And I think that that is an account used by Mr Mqina. Is that correct?

MR SIBANYONI: Ja.

ADV CHASKALSON SC: There is another 4.05 that goes to Mr Mdaki. 4.05, that is. And then there is a 3 million that goes to Chincha. It says payment to Chincha. Mr Mathebula?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: And there is a 100,000 payment that goes to Ikasa.

MR SIBANYONI: One million.

ADV CHASKALSON SC: One million. Sorry, I apologise. One million that goes to Ikasa. Is that for Chincha as well?

MR SIBANYONI: Correct.

ADV CHASKALSON SC: I am struggling to find Mr Ngoato here.

MR SIBANYONI: He can be there on the Ibiza people.

ADV CHASKALSON SC: One of the Ibizas.

MR SIBANYONI: Yes, ja.

ADV CHASKALSON SC: And then there is a 4.72 that says Labadzala.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And I think that goes to your daughter. Is that correct?

MR SIBANYONI: No.

ADV CHASKALSON: It goes to an account. According to the bank, it goes to her account.

MR SIBANYONI: Who is my daughter?

ADV CHASKALSON SC: Belina Sibanyoni.

MR SIBANYONI: That is my sister.

ADV CHASKALSON SC: Sister, I apologise. So that goes to her.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: And there is a balance of 865 left.

MR SIBANYONI: Yes.

ADV CHASKALSON SC: Now, is your sister a member of the club or is that a payment courtesy of you?

MR SIBANYONI: It is a payment.

ADV CHASKALSON SC: It is a payment on your account or not?

MR SIBANYONI: Yes, ja.

ADV CHASKALSON SC: And what becomes of the balance of 865? Is that...

MR SIBANYONI: What does it says?

ADV CHASKALSON SC: It does not say anything. It just

says 865,000 balance.

MR SIBANYONI: You should have printed up until the last cent. Then it tells us what happened to it.

ADV CHASKALSON SC: Sorry, where?

MR SIBANYONI: No, what I am trying to say, we should have printed this statement up to the last cent. Then it was going to tell us where the balance went.

ADV CHASKALSON SC: Well, it does show the balance of 865. Bear in mind this is your statement, not mine.

MR SIBANYONI: Correct.

ADV CHASKALSON SC: What became of that 865?

MR SIBANYONI: Offhand, I cannot tell. Hence, I am saying, if maybe another bank statement pertaining to this remaining money, I was going to explain it fully. But I can take you further, Mr Chaskalson. For the mere fact that this account bears interest and you can see that everyone got his fair share of the contribution. What we normally do at the end of the year, at the end of the year, us as members, we will donate to our king at home. And some donations again to some charities, assisting the most vulnerable people around Pretoria.

So what we will do, we will take this interest money, and talk about it, and have an agreement, and distribute it accordingly. And on this particular one, this is not the first one. It has been coming like that every year. I

took it upon myself that the interest money must be distributed to the most vulnerable and the king at home.

ADV CHASKALSON SC: Now, what I see here is that you are getting a little bit more than everybody else.

MR SIBANYONI: How much?

ADV CHASKALSON SC: You are getting, it depends if we treat Mr Mvimbi Masilela's payment as part of your payment or not. But you are getting 4.854 million. Everybody else is getting 4.05.

MR SIBANYONI: Right.

ADV CHASKALSON SC: Is that how it is supposed to be? If you add Mr Masilela's payment as a contribution from you, as opposed to ...[intervenes]

MR SIBANYONI: My recollection, you see that 472?

ADV CHASKALSON SC: Yes.

MR SIBANYONI: Yes, it was transferred to my sister. These are the money that we use to facilitate the function at home when we are celebrating our king.

ADV CHASKALSON SC: So that was essentially a contribution of the club to your celebration?

MR SIBANYONI: Yes, ja. Not to my celebration.

ADV CHASKALSON SC: To the celebration of the king.

MR SIBANYONI: So my sister was the one who was facilitating that.

ADV CHASKALSON SC: And the Mr Masilela payment,

was that another contribution of the club as a whole?

MR SIBANYONI: I think so, ja.

ADV CHASKALSON SC: And who decides on those payments?

MR SIBANYONI: No, as a collective. You cannot take a decision on your own, whereas the interest of that money are not yours alone.

MS QOFA: Chair, if I may come in. I had been requested yesterday by Mr Sibanyoni to raise an objection as far as the inclusion of the statements are concerned. And the purpose for which they have been flighted as private personal information and so on. Now I had indicated to him that we must take time and understand probably the purpose why this is being flighted. And so I think it should probably assist, because he raised this again very strongly during lunch and said he needs to understand precisely.

And my answer was, let us allow the process to unfold and we will have an idea. But I think this is an opportune moment where we need to have a clear clarity to understand why the issues of Shosholoza, being a private investment issue between private individuals, are being flighted before the Commission.

And we raise this because we are not, we have made information available, because it has been requested. But the objection is purely, why would the affairs of a

personal banking association be before the Commission. If there is no nexus or no link, then we object to such flighting. Thank you, Chair.

ADV CHASKALSON: Thank you, Ms Qofa. Yes, Mr Chaskalson?

ADV CHASKALSON SC: Chair, I do not need to go any further. I just needed to establish where the money went. The constitution of this association says it is for the benefit of Mr Sibanyoni's family and Mr Mqina's family. There are contributions coming into this club that emanate, at least in part, from payments out of the TMPD that have formed the subject matter of investigations of this Commission. I just wanted to trace where the money flowed and to put it before the Commission. What we make of it at a later stage does not require further evidence.

CHAIRPERSON: And are you saying you are at the end of it now?

ADV CHASKALSON SC: I am at the end of it. We have accounted for where all the money went.

CHAIRPERSON: Thank you, thank you.

MR SIBANYONI: Are you satisfied?

CHAIRPERSON: I will come to you just now, Mr Sibanyoni. Anything in response, Ms Qofa?

MS QOFA: Indeed, Chair. Because I think Mr Sibanyoni is just burning because of the concern he had raised with me

to say, to flight such personal information. In fact, Chair, the question that we raised, specifically the Commission, when this information was raised was why is it relevant? So that we can deal with it without it having to be flighted before the country and people looking at individual private matters. Now, there was no answer. And now we are here. And as a matter of fact, there is no relevance. But, Chair, I will leave it at that because Mr Sibanyoni wants to address that issue himself. Thank you, Chair.

ADV CHASKALSON: Thank you, Ms Qofa. Yes, Mr Sibanyoni.

MR SIBANYONI: Thank you, Chair. I was just asking if Mr Chaskalson is satisfied.

ADV CHASKALSON SC: I certainly do not need any further evidence from you on this score.

MR SIBANYONI: Okay, thank you.

ADV BALOYI SC: Mr Chaskalson, especially because you say you are at the end, you say you have placed it before the Commissioners and you will make submissions about what you make of it. I think fairness requires that you put it to the witness while he is still here, what inferences and conclusions you are going to ask us to draw so that he has an opportunity to comment. And I think that would go to answer the question about its relevance and it may be a full answer. But the witness must be afforded the opportunity

what inferences you are going to be drawing.

ADV CHASKALSON: In fairness to Mr Mahlangu, I cannot put those inferences yet.

ADV KHUMALO SC: Mr Sibanyoni?

ADV CHASKALSON SC: No, no, Mr Mahlangu, not Mr Sibanyoni. Because I need to – our interest in these money flows is in relation to money that comes out of the TMPD through Mr Mahlangu. Now, Mr Mahlangu has not had an opportunity to explain those monies, to deal with the origins of them and in particular, to deal with a range of issues relating to his contracts with the TMPD. As things stand, in advance of Mr Mahlangu being heard, I cannot draw any inferences from here.

ADV BALOYI SC: I think the point would remain, anyway I understand what you are saying, but the concern would still remain. If you are going to ask us, it seems to me, if you are going to be asking us to draw inferences and certain conclusions that implicate Mr Sibanyoni, then they have to be put to him before we get to the point where we accept or reject the inferences that you seek to be drawn. So I was not speaking so much about Mr Mahlangu, really.

You have said you are at the end of this testimony, and if we adjourn and leave it at that, the point I am making is if you are going to be seeking inferences to be drawn and conclusions that implicate Mr Sibanyoni, they have to be put

to him. If not today, then it means you have to commit to bring him back if you are going to be seeking inferences, because it would be unfair for us to draw any conclusions that implicate him if he is not had the opportunity to comment.

ADV CHASKALSON: No, no, I understand that. It may or may not arise. And so what I would suggest is that we pend this decision until after Mr Mahlangu has testified, and then if the issue does not arise, it does not arise. If it does arise, Mr Sibanyoni will have a very specific issue to address, and we will have that opportunity.

ADV BALOYI SC: Thank you.

CHAIRPERSON: Is this the end?

ADV CHASKALSON SC: This is the end from my side.

CHAIRPERSON: All right. Any ...[intervenes]

MS QOFA: Chair, Commissioner, right my mind. All I wanted was that issue, to say if any inference ought to be made, Mr Mahlangu aside, because these issues are being put to us, and so I have answered, Chair.

CHAIRPERSON: Thank you.

MS QOFA: Thank you, Chair.

CHAIRPERSON: There are issues or questions of re-examination, but if you have any, you have to specifically tell us on what specific issues, and of course you do not have to have a re-examination, so you may just say there is

none.

MS QOFA: Chair, I think if I have to choose between no and no, then I accept the no. Thank you, Chair.

NO FURTHER QUESTIONS

CHAIRPERSON: Thank you, thank you, Ms Qofa. Mr Sibanyoni.

MR SIBANYONI: Yes, Chair.

CHAIRPERSON: Thank you very, very much. Most appreciated. You are excused.

MR SIBANYONI: Chair, before I leave?

CHAIRPERSON: Yes.

MR SIBANYONI: I wanted to thank the Commissioners and the Chairman particularly for giving me this opportunity to come and explain myself to yourself and to the public, to clear some narratives that were not positive to me as a President, as a father, as a grandfather. And secondly, to thank my legal team for the support they have shown to me all along, though I understand it was a mammoth task to do. I also thank them for that.

To my family and all the viewers at home and on Twitter, I say thank you for the support, not painting a negative narrative into my life. Lastly, to the evidence leader, Mr Chaskalson, we had some nice talks between me and you all the time. Even if at some point I could feel that you are on the wrong foot or trying to buy some other

people's stuff, like I have mentioned, becoming personal or you are taking your personal matters directly to me.

CHAIRPERSON: We spoke about the personal area and you accepted my point in so many words, Mr Sibanyoni.

MR SIBANYONI: Thank you, Chair. So, along those lines, even if I felt the other way around, as a Christian, I had to refer to the Holy Matthew, chapter 5, verse 11 and 12, that says, Blessed are you when they revile and persecute you and say all kinds of evil against you falsely for My sake. Rejoice and be exceedingly glad, for great is your reward in heaven. For so they persecuted the prophets who were before you.

In a nutshell, Mr Chairman, because I was a student at some point, it is during this time of the day when I used to quote one of my quotable quotations, which says as follows, as the object of chronometer, symbolically indicating the twinkle-tinkle of Conte-Conte, my aim at his particular juncture is just evacuated this arena, leaving you with these few words. See me when I see you, if you do not, we shall see one another in the near future, and there we shall smile, because this was well planned by Almighty God. I thank you, Chairman.

CHAIRPERSON: Thank you again, Mr Sibanyoni. Thank you. You are excused. We adjourn until nine. Oh, sorry, sorry.

ADV CHASKALSON SC: Sorry, Chair.

CHAIRPERSON: Sorry, sorry, sorry.

ADV CHASKALSON SC: Chair, there is an application by Mr Matlala to postpone tomorrow's hearing and it is one that we have asked to be resolved today, because the cost of security to bring Mr Matlala to the Commission is very substantial. So if he is not going to come tomorrow, we would rather not incur that additional cost.

MR SIBANYONI: And who is moving it, and where are they? Mr Sibanyoni, do we adjourn for the room to be reconstituted? Perhaps just for a minute or two. Please indicate when we are ready. Thank you.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Please spell your surname for me.

MR RAMALAMULA: My surname is Ramalamula, R-A-M-A ...[intervenes]

CHAIRPERSON: Just a minute, just a minute.

MR RAMALAMULA: Ramalamula.

ADV CHASKALSON: Is that R-A-M-A-L-A-M-U-L-A?

MR RAMALAMULA: Yes.

CHAIRPERSON: Good afternoon, Mr Ramalamula.

MR RAMALAMULA: Good afternoon, Commissioner.

CHAIRPERSON: Your L's do not quite sound like L's, the way you say it. Thank you. Yes, we are here to listen to

you, or will Mr Chaskalson summarise?

MR RAMALAMULA: No, I can read the application into a record.

CHAIRPERSON: Okay, all right.

ADV CHASKALSON SC: Chair, I am sorry to cut in, but we have actually discussed the matter among ourselves. The background is as follows. Mr Matlala was due to appear tomorrow. He was subpoenaed a week ago, he should have been subpoenaed earlier. For that, I take responsibility. The result of him receiving the subpoena only on the long weekend is that he finds himself in a position where he does not have legal representatives available tomorrow.

We discussed the matter and accept that that is not an ideal situation and that given the complexity of the facts with which his questioning concerns, it is not a situation where you can just brief new people overnight. The problem is that because of Mr Matlala's commitments in his criminal trial and our programme, the next available date that we have is 14 December. As so as between us, if the Commissioners agree, we would ask for a postponement to the 14th of December.

CHAIRPERSON: Let me just say this. I know, Mr Chaskalson, that you are standing in and that it is not your matter, but it is unacceptable that Mr Matlala was only subpoenaed on the 25th.

ADV CHASKALSON SC: In fairness to my colleagues, it was the 24th.

ADV CHASKALSON: But I did not read the application. I am relying on hearsay. I asked the Commission secretary to please read it for me and on this she told me that Mr Matlala says he got the subpoena only on the 25th. Yes, this does appear indeed. So the Commission secretary was correct. This does indeed appear at paragraph 2 of the affidavit. But as I say, I am not blaming you. I know you are stand in counsel. Some other evidence leaders are dealing with the matter.

For the subpoena to have been served only on the 25th of September is totally unacceptable, and that is why we find ourselves in this situation. We simply cannot afford to lose days. Not at this stage when everybody gets sick these days and goes to hospital and sometimes even threatens to go to [indigenous language] or training for [indigenous language] and all those things. So we just cannot afford slippages or day losses. Thank you. Yes, Mr Ramalamula.

MR RAMALAMULA: Yes, Commissioner. May I read the application?

CHAIRPERSON: No, no, no. Do you accept that the matter should be postponed to 14 December?

MR RAMALAMULA: I concur, Commissioner, that the

matter should be postponed to 13 or 14 December.

ADV CHASKALSON: 14 December.

MR RAMALAMULA: Yes, 14 December.

CHAIRPERSON: But of course, sorry. Yes, so 14. But of course, a witness has to attend even on days thereafter until they have been excused. So we are postponing to the 14th of December 2026. Mr Chaskalson, yes, yes?

ADV CHASKALSON SC: Chair, while we are postponing to the 14th, can I just place on record that if there are developments in Mr Matlala's criminal trial and days become available that are currently not available, certainly from our side we would reserve the right to subpoena him on reasonable notice.

CHAIRPERSON: Yes, if reasonable notice can be given. Certainly, certainly, Mr Chaskalson. But despite this formal postponement, a subpoena should also be issued for the 14th of December 2026.

ADV CHASKALSON SC: Thank you, Chair.

CHAIRPERSON: Yes. So unfortunately we have nothing for tomorrow. I understand that the Commission spokesperson has issued a statement that explains that the Commission is not going to sit until 9 November 2026. A full explanation is given there, and I just hope that that will receive sufficient publication for the public to know the reasons for that break. Yes?

ADV CHASKALSON SC: Chair, just again to record that our not sitting until 9 November has to do with broadcasting issues. If there is *in camera* evidence that can be heard in the next month, certainly some that has already been scheduled in terms of previous *in camera* applications, there may be, there will be one or two further *in camera* applications.

CHAIRPERSON: Before the 9th, yes.

ADV CHASKALSON SC: Those will all be given notice, the press will get notice of any new *in camera* applications, but there may be, well there certainly will be some *in camera* evidence that is heard between now and 9 November. There may be more than has already been publicly notified.

CHAIRPERSON: Thank you, thank you very much for that reminder. Certainly that is the case. Thank you, Mr Chaskalson. Then for purposes of open sessions here, we adjourn until 9.30 or 9 November 2026. Let us adjourn.

INQUIRY POSTPONED TO 9 NOVEMBER 2026

INQUIRY ADJOURNS

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