(1) Reportable: NO
(2) Of interest to other Judges: No

Signature Date: **09/03/2026**

IN THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Case no: 2025-062571

In the matter between:

JEAN SARAH SILBERMAN DOVEY	**Applicant**
and	
REGENESYS BUSINESS SCHOOL	**First Respondent**
SIBONGISENI DANIEL KHUMALO	**Second Respondent**
PENELOP KAREN LAW	**Third Respondent**
INDHERANI REDDY	**Fourth Respondent**
DR MARKO SAVANJA	**Firth Respondent**

Heard: **19 February 2026**

Delivered: **09 March 2026**

JUDGMENT

MABASO, AJ

Introduction

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[1] Ms Jean Dovey ("the Applicant") armed with a certified arbitration award issued in her favour by the Commission for Conciliation Mediation and Arbitration ("the CCMA"), which directed the First Respondent to, inter alia, *"reinstate [her] ... retrospectively from 16 October 2019 without loss of benefits and to* ***the same or a similar position*** *[she] held [at the time of dismissal],"*[1] she instituted these civil contempt proceedings against all the Respondents,[2] alleging that they are in contempt of Court for failure to comply with these terms of the arbitration award. These proceedings are in terms of section 143(4), read with (1) and (3) of the LRA,[3] which is a supervisory provision requiring this Court, after an arbitration award has been issued, to enforce compliance with the process if an employer has not reinstated an employee. The Regenesys Business School ("the First Respondent") is the only party opposing this application and has delivered an affidavit.

[2] At the commencement of the oral arguments, this Court, *mero motu,* invited the Applicant's legal representative to reconsider the claim against the Second to Further Respondents, as the arbitration award did not direct these respondents to take any action, but only the First Respondent; indeed, he wisely conceded on this point. Therefore, henceforth, these contempt proceedings are solely against the First Respondent, the employer.

Background and analysis

[3] The Applicant was employed by the First Respondent as a Graphic Designer until she was dismissed. Following her dismissal, she declared an unfair dismissal dispute with the CCMA against the First Respondent, which resulted in the arbitration award finding her dismissal to be procedurally and substantively unfair. Consequently, the First Respondent was ordered to

[1] Court emphasis.
[2] The Applicant successfully sought an order, on ex parte application, for an order against all respondents to show cause why they should not be found guilty of contempt for failing to comply with part of the terms of the arbitration award.
[3] The Labour Relations Act 66 of 1995, as amended ("the LRA").

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reinstate her as per the terms mentioned in paragraph 1 above and also to backpay her.

[4] This arbitration award was certified on 11 February 2025, after the First Respondent successfully applied to stay its enforcement pending the finalisation of a review application. The review application was subsequently dismissed. There was later an unsuccessful attempt to set aside the same award through an appeal to the Labour Appeal Court and ultimately to the Constitutional Court.

[5] After this Court has considered more than 360 pages submitted in this matter, it appears the dispute centres on one issue: whether the First Respondent failed and/or refused to reinstate the Applicant when she announced her intention to report for duty following the dismissal of the leave to appeal by the Constitutional Court, and, if so, whether that conduct *was mala fide*. This is the position, given that both the Applicant and the First Respondent acknowledge that a certified arbitration award exists and that the First Respondent was made aware of it.[4]

[6] In an attempt to show good cause, the answering affidavit by Ms Sampath, of the First Respondent, provides the following explanation: states that the First Respondent complied with the reinstatement part of the arbitration award. The First Respondent invited this Court to consider that the Applicant, in her founding affidavit, stated that, before dismissal, the working relationship was as follows: the Applicant was paid a set rate, he would regularly submit invoices to the First Respondent for payment, and worked from home.

[7] The First Respondent further states that following the issuance of the arbitration award and the unsuccessful leave to appeal against the same arbitration award in the Constitutional Court, on 03 June 2024, the First Respondent's legal representatives issued a letter to the Applicant's legal representatives indicating that the Applicant was being reinstated in the same position that he

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[4] *Pheko and Others v Ekurhuleni Metropolitan Municipality* (No 2) 2015 (5) SA 600 (CC) at para 32 which reads as follows:(a) the must order exist; (b) the order must have been duly served on, or brought to the notice of, the alleged contemnor; (c) there must have been non-compliance with the order; and (d) the non-compliance must have been wilful or mala fide

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occupied before the dismissal and would be paid the same rate *"and when work is assigned to her by client [she] is not required to come to the office and can continue to work from home [and] will be paid for the actual hours worked as and when is assigned to her…"*. In response, the Applicant through her legal representatives accepted this and requested *"a copy of her employment contract"*.

[8] Furthermore, this Court was invited to take into account that the Applicant, later on, after the letter mentioned in the preceding paragraph, declared an unfair labour practice dispute with the CCMA, claiming "reinstatement with a fair employment contract", which she later withdrew and immediately initiated these contempt proceedings.

[9] This Court, having considered all the documents submitted and referenced by the parties, including part of the transcribed records clarifying as to what was the status of a contract of employment before dismissal and a jurisdictional ruling by the CCMA, in which the Commissioner recorded that it was the evidence of the Applicant that when she joined the First Respondent, she signed an employment contract but was never issued with a copy thereof.

[10] It is clear that the Arbitrator issued the arbitration award specifying what the parties shall do regarding reinstatement, this Court acknowledges that upon perusal of the documents it is clear that there were issues that were outstanding between the parties before the time of this dismissal such as the contract of employment (as indicated in the jurisdictional ruling mentioned above); however, the Arbitrator had not been invited by the parties to decide on such issues but only whether the dismissal was fair or not, and since the CCMA is a creature of statute, the Arbitrator issued the arbitration award and directed the relief as provided in section 193 of the LRA, and said nothing about a contract of employment in the outcome.[5] Meaning the First Respondent was not directed by the Arbitrator to issue the Applicant a contract of employment.

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[5] **193 Remedies for unfair dismissal and unfair labour practice**
(1) If the Labour Court or an arbitrator appointed in terms of *this Act* finds that a *dismissal* is unfair, the Court or the arbitrator may-
(a) order the employer to reinstate the *employee* from any date not earlier than the date of *dismissal*;

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[11] The issue of the outstanding employment contract was not before the Arbitrator, so if the Applicant was concerned about that, there are other avenues to claim the same. Now, looking at the facts before this Court, the First Respondent did comply with the reinstatement order, so any outstanding issues at the time of dismissal were not resolved by the arbitration award, which directed only what is stated in paragraph 1.

[12] Based on what is stated in paragraph 7 above, and upon perusal of the answering affidavit, the First Respondent has shown good cause why it should not be found guilty, as it did reinstate the Applicant. Now, if the Applicant is concerned about other terms of the employment relations, she will have to use other avenues, as in this matter, it is clear that the Applicant was reinstated by the First Respondent.

[13] Wherefore, the following Order is made:

Order

1. The First Respondent is not in contempt of Court, as it did comply with the reinstatement part of the arbitration award herein.

2. There is no order as to costs.

Sandile Mabaso

Acting Judge of the Labour Court of South Africa

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(b) order the employer to re-employ the *employee*, either in the work in which the *employee* was employed before the *dismissal* or in other reasonably suitable work on any terms and from any date not earlier than the date of *dismissal*; or *(c)* order the employer to pay compensation to the *employee*.

APPEARANCES:

For the Applicant:	Mr A Goldberg
Instructed by:	Goldberg Attorneys Inc.
For the First Respondent:	Ms N Schoeder
Instructed by:	Higgs Attorneys

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