

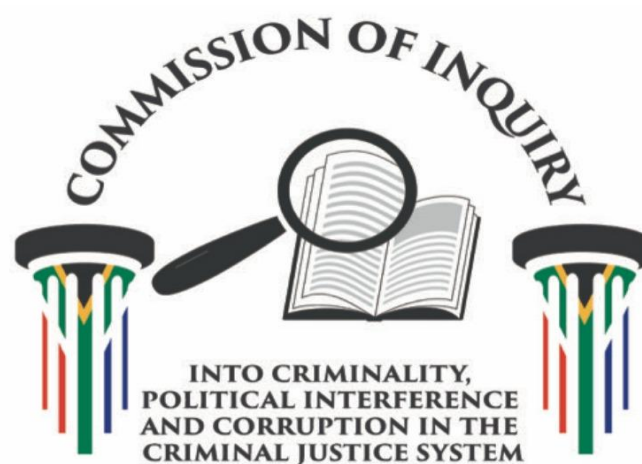
JUDICIAL COMMISSION OF ENQUIRY INTO CRIMINALITY,
POLITICAL INTERFERENCE AND CORRUPTION IN THE
CRIMINAL JUSTICE SYSTEM

HELD AT

BRIGITTE MABANDLA JUSTICE COLLEGE

9 MARCH 2026

DAY 73



PROCEEDINGS ON 9 MARCH 2026

CHAIRPERSON: Good morning, Ms Hassim.

ADV BHANA SC: Morning, Chair. How are you today?

CHAIRPERSON: I am well, thank you. How are you?

ADV BHANA SC: Good, thank you. We thought
...[intervenes].

CHAIRPERSON: Even though ...[intervenes].

ADV BHANA SC: [Indistinct]... small ...[intervenes].

CHAIRPERSON: Even though I think I did pupillage with
10 you, I have embarrassingly forgotten your name. Please
remind me.

ADV BHANA SC: Rafik Bhana.

CHAIRPERSON: Sorry?

ADV BHANA SC: Rafik Bhana, B H A N A.

CHAIRPERSON: Thank you, thank you. Thank you, Mr
Bhana. Good morning, Mr Premhid.

ADV PREMhid: Good morning, Chair. Good morning,
Commissioners. I am sorry, I did not realize that we had
started and I had my back to you. That was totally
20 inadvertent.

CHAIRPERSON: I did not even see that, Mr Premhid.

ADV PREMhid: Oh, well, now I have just outed myself. I
am sorry about that, Chair.

CHAIRPERSON: That is exactly what officers of the court
should do. Thank you. Perhaps the starting point is this,

the order.

ORDER

I accordingly make the following order. The relief sought in prayers 2 and 3 of the applicant's Notice of Motion dated 18 February 2026, is refused.

The reasons will be handed out hopefully after the tea adjournment. I requested the research, the Commission's researchers to dot the I's and cross the T's, because I did not have much time to do the editing myself.

10 So I hope it will be ready after the tea break.

That is the order.

ADV PREMHID: Chair ...[incomplete].

CHAIRPERSON: The reference should be to 3 and 4, 3 and 4.

ADV PREMHID: Yes, thank you, Chair. And Chair ...[intervenes].

CHAIRPERSON: Prayers 3 and 4 of the Notice of Motion, because we already dealt with 2. Yes, thank you.

ADV PREMHID: No, thank you, Chair. Just for the record
20 then, our client is waiting in the new holding pen and I do not know, I assume the Commission will attend to bringing him down here as and when.

CHAIRPERSON: Should we not ...[intervenes].

ADV HASSIM SC: Could we adjourn for ...[intervenes].

CHAIRPERSON: Adjourn and wait for an indication that

everything is ready?

ADV HASSIM SC: That would be appreciated, Chair.

ADV PREMHID: Chair, before we may do so.

CHAIRPERSON: Yes.

ADV PREMHID: I am sorry to be so interruptive right out of the starting gate. I understand that my learned friend, I raised an issue with my learned friend regarding the witness and the need for comfort breaks, obviously subject to your discretion. I have explained the reasons to my learned
10 friend, which I will not be reiterating in public in this way.

CHAIRPERSON: Yes.

ADV PREMHID: Save to say that the personal circumstances of the witness might require comfort breaks and accommodation and if he indicates as much, then we will be in your hands, please, Chair.

CHAIRPERSON: All right. There is no way we would stand in the way of that. Do you have any idea, based perhaps on the “history” as to what the intervals are like?

ADV PREMHID: Might I take an instruction?

20 **CHAIRPERSON:** Yes, yes, yes.

ADV PREMHID: Chair, I am told anywhere between 45 minutes to an hour and a half is the interval period, but obviously extenuating circumstances may mean it is sooner, it may mean it is later, but I think it is just to say it is not going to be every five minutes, it is going to be for chunks

of time that he might just need to be accommodated.

CHAIRPERSON: Let us see how things go.

ADV PREMID: Thank you, Chair, I am indebted.

CHAIRPERSON: Thank you, thank you. Let us adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: During the break it was brought to our attention that there was an altercation inside the auditorium. It has also since been brought to our attention
10 that this is now all over television. For the record, I think in the light of the broadcast I should bring it to the public that we called all the legal representatives outside and we were briefly advised as to what had taken place, but most importantly, Mr Premhid tendered an unequivocal apology to the Commission Secretary, which the Commission Secretary accepted. I think we should leave it there. Thank you all.
Mr Chaskalson?

ADV CHASKALSON SC: Thank you, Chair. If we are going to be on record, I should also ...[intervenes].

20 **CHAIRPERSON:** Yes, yes, Mr Bhana.

ADV BHANA SC: Are we simply going on record, because there is something that we want to deal with once we are all on record.

CHAIRPERSON: Oh, I forgot, because there is now an additional Counsel, I think there is a need for the formality

for you, Mr Bhana, to place yourself on record, yes.

ADV BHANA SC: Yes, I am Rafik Bhaha, Chair, and I appear with my legal team who were introduced previously, Mr Kameel Premhid and Brandon Casey on behalf of the witness instructed by Mr Teo.

CHAIRPERSON: Thank you, thank you. Was there an issue you wished to raise?

ADV BHANA SC: Yes, I am not sure what Mr Chaskalson wanted to deal with. Perhaps he could just deal with what
10 he now ...[intervenes].

CHAIRPERSON: Oh, just a minute. Commissioner Baloyi is saying she got the sense that Mr Chaskalson wanted to say something about ...[intervenes].

ADV CHASKALSON SC: No, Chair, if things are going to be said publicly, I need to place on record that I behaved rudely to the legal team of Mr Carrim before that altercation, and I apologise for that.

CHAIRPERSON: Thank you very much for the apology. Is it accepted?

20 **ADV BHANA SC:** Yes, we have no issue with accepting it.

CHAIRPERSON: Thank you. Thank you very much. And thanks, Commissioner Baloyi, for bringing that to my attention. Yes, Mr Bhana?

ADV BHANA SC: Thank you, Chair. Chair, I just want to place on record two matters. The first deals with

documents that we have been drip-fed since Friday and over the weekend. You will recall, and I was not involved, on the 6th of February, the postponement was caused by late documents that were handed to Mr Carrim's legal team by the Commission's evidence leaders. Following upon that, we received documents on Friday in terms of the directive, and I will deal with why those documents should not have been produced earlier. In terms of ...[intervenes].

CHAIRPERSON: Mr Bhana, may I just raise this. We have
10 seen the correspondence, and may I just find out from Mr Chaskalson if he will be using, referring to, or relying on the documents that were served after the postponement, not the supplementary bundle that was to be served on the 6th, the other documents, will you be using those today, because what I have in mind, so as to save time, because a lot of time has been lost already, what I have in mind is whether it is possible for you to only use that documentation tomorrow and not today.

ADV CHASKALSON SC: Chair, if we are talking about the
20 documents, there was one written page and an electronic spreadsheet, which is the underlying source material for a document already in the bundle. I do not intend to refer to either of those today. There was as well, so there were the Friday documents and then there were six pages that was ...[intervenes].

CHAIRPERSON: Ja, I wanted to refer to the six pages because I saw reference to six pages.

ADV CHASKALSON SC: The six pages I will refer to today.

CHAIRPERSON: Today. Mr Bhana, what do you think would practically cure, but six pages, when were the six pages served?

ADV BHANA SC: On Saturday.

CHAIRPERSON: On Saturday.

10 **ADV BHANA SC:** May I say this.

CHAIRPERSON: Yes.

ADV BHANA SC: It is not just a question of the number of pages in one spreadsheet. That spreadsheet, I have not even looked at. We have asked, we received notice of it this morning at 8 o'clock. We asked for hard copies. We understand they are being printed, but people that have viewed it electronically say it is dense information. But whether it is one page or six, consultations are set up with the witness, consultations are held, and despite
20 correspondence from my attorney saying, please do not drip feed us with documents, documents just keep appearing with no explanation as to why they were not given.

In fact, even the Friday documents, it is clear the Commission was in possession of that ages ago. They could have been included when we were given the bundle

on the 6th of February. Instead, they were not, and attitude was taken, we will see what is in your statement, and then we will decide to give you the documents. That is a classic ambush. Giving us documents on the morning when we are traveling to court is a classic ambush, and it is no comfort to say we will not use those documents today, we will deal with them tomorrow.

We are all under constraints. Most of the legal team are fasting. It is Ramadan. The witness is fasting.

10 We have a full day here. There is no time for after-hours consultation, and we have then got to deal on the roof, so to speak, with documents that could have been provided. The Commission knew it was going to be using this. When I say the Commission, I obviously refer to the evidence leaders, and it is not acceptable where this rule of fairness is just ignored, and we are given documents.

A letter was literally written at noon on Sunday saying, we have been drip-fed documents, please tell us there will not be any further documents in unequivocal

20 terms and despite being told there will not be further documents, we get those documents today. So, it is a question of fairness. It is a question of why these documents are not produced, and it is a question of the, in our view, the evidence leaders trying to ambush Mr Carrim by producing documents at a very late stage, which he has

not had a full and proper opportunity to consult on.

There is no reason we should be put through this in the holy month to have to expect to consult with a witness after hours when people are taken up by the breaking of the fast, by prayers, and other such matters.

The second issue is more concerning, though. Having looked at some of the documents given on Friday, it appears, and we will wait to hear the questions, it appears that there is an attempt to introduce matter that is entirely
10 irrelevant to the terms and the mandate of the Commission. So, for example, the documents produced in an SIU investigation, which do not concern Mr Carrim in any way, obviously they are put up there, there is going to be an examination, for the purpose of examination, and we are going to note that any attempt to ask questions which are not relevant or rationally connected to the purpose of the Commission and its mandate, in our view, transgresses the principles of legality and transgresses the principles of
20 fairness.

I put that out up front, Chair, because you are going to hear if there is an attempt to cross-examine on matters that are not rationally connected to that purpose, there are going to be constant objections from outside, and those objections are not because we in any way want to be obstructive, but Mr Carrim's rights have to be protected, the

terms of reference of the Commission have to be respected, and the principle of legality has to be upheld. Thank you, Chair.

CHAIRPERSON: Thank you. Mr Chaskalson?

ADV CHASKALSON SC: Chair, it is regrettable that some of these documents were furnished late, but it is important to put it in context. There was a ruling by this Commission that a statement had to be furnished last week, Friday. Mr Carrim and his legal team unilaterally took it upon
10 themselves to defy that ruling. They furnished their statement five days after this Commission ordered it to be furnished.

If they had complied with the ruling, they would have received our statements, our additional documents having regard to what is said in their statement, five days earlier. If they are complaining now that Friday was too late for them, well then they should have thought about that before they decided to defy a ruling of this Commission and file their own statement five days late. They would have
20 had an extra five days with the documents that they now complain were filed late had they not unilaterally defied the ruling of this Commission.

CHAIRPERSON: What do you say to the submission that these are documents that the Commission had all along and which it could have provided to Mr Carrim much, much

earlier anyway, instead of waiting until his statement had been filed?

ADV CHASKALSON SC: Some of the documents, there are ongoing investigations by this Commission. We do not have documents, every day we discover new documents. We cannot, if every time we come across a potentially relevant document, we hand it over and add it to the bundle, it would be an unmanageable situation. We also do not know what is going to be relevant and what is not going to
10 be relevant until we have done the whole exercise.

We might have, we might, we were probably in a position to hand over all of these documents by Wednesday, but we still had not received the statement. Once we got a statement, some of the documents may have become irrelevant, there may have been other statements that became relevant. The whole purpose of this schedule was to ensure that we were given a statement and then, if as a result of a statement we wanted to supplement the bundle, we would and they defied that ruling, not us. We gave them
20 our documents within two days of receiving their statement and that was what the original ruling was.

CHAIRPERSON: And your submission on the documents that Mr Bhana says are irrelevant?

ADV CHASKALSON SC: Oh no, they are very, most definitely relevant. The relevance will emerge in the course

of the questioning. Mr Bhana, who comes late to this party, may not understand the relevance, but they are very relevant. And if he wants to object, we will deal with his objections as and when they come.

CHAIRPERSON: All right. So there is not even a possibility of anticipating the objections in the sense of, in broad terms perhaps, unless you are going to give away something, in broad terms perhaps, indicating the relevance at this stage? I am not pushing you to.

10 **ADV CHASKALSON SC:** Chair, I would rather deal with an objection as and when it comes, because, and when I deal with the objections, I am not going to identify my entire line of questioning, because that would defeat the entire line of questioning, but I will deal with any objection that comes. I do not think we are going to save time by attempting to preempt the objection now, because we will then get objections at a later stage, when specific questions are asked, which the connection to whatever argument is put forward here may not be immediately apparent to Mr Bhana, who has
20 joined this party late.

CHAIRPERSON: And lastly, on the point about a consultation not having taken place with regards to some of the documents.

ADV CHASKALSON SC: There are literally six pages of documents that came after Friday that I intend to refer to

today. Mr Carrim and his team have had more than enough time to consider how to respond to those six pages. And those, and let me flag something in this regard. Both, those six pages concern issues relating to Mr Morgan Maumela. Mr Carrim and his legal team know that issues relating to Morgan Maumela are directly, are going to be traversed in this matter. They were listed both in the notice in terms of Regulation 10(6), requesting the statement, and in the summons.

10 For reasons which I do not know, and which hopefully Mr Carrim will explain, despite being instructed to issue a statement concerning the nature and extent of his relationship with Mr Morgan Maemela, he declined to do so. He says nothing about Mr Morgan Maemela. He clearly does not want to speak about Mr Morgan Maemela. Those six pages raise important issues relating to Mr Morgan Maemela. He has chosen not to engage with them. The attitude from the Commission side is he must, and he must answer whether he would prefer not, whether or not he
20 would prefer to stay silent in that regard.

CHAIRPERSON: [Indistinct]... [microphone off]

ADV BHANA SC: Yes. Chair, firstly ...[intervenes].

CHAIRPERSON: Oh, sorry, sorry, let me repeat that my mic was off. I was saying I am inclined to make a ruling subject to submissions. You may wish to make a response,

which would not be more than five minutes.

ADV BHANA SC: Yes, Chair, firstly, you were given several bits of incorrect information, which the evidence leader knows is incorrect. Firstly, Mr Carrim did not defy the Commission in not producing the statement. The Commission is well aware of the circumstances.

CHAIRPERSON: We are past that, Mr Bhana, please.

ADV BHANA SC: Yes.

CHAIRPERSON: Yes, we are past that.

10 **ADV BHANA SC:** No, no, but I need to deal with, my learned friend cannot go publicly with statements that are incorrect, and I do not have the opportunity to deal with that. So there was the in-camera hearing, and there was correspondence exchanged that the statement was equally confidential, and because of that was not produced.

CHAIRPERSON: We are aware of that, and the attitude we took as a Commission was that despite whatever correspondence may have taken place, nobody ever said to Mr Carrim he should not file his statement.

20 **ADV BHANA SC:** Yes.

CHAIRPERSON: Please move on. Please move on.

ADV BHANA SC: Absolutely. And you made a second directive that that statement had to be filed, I think, by Wednesday, and as soon as you did that, the statement was filed. So there was no defiance of the Commission, and

that is incorrect.

The further incorrect statement that Mr Maumela is referred to in the 10(6) notice, if you look at the 10(6) notice, you will see, and I think this is the notice given on 5 December 2025, there have been several notices. This is the last notice that we have on record, 5 December 2025, there is no mention of Mr Maumela there. People such as Mr Brown, Mogotsi, etcetera, are referred to. No mention of Mr Maumela. There is a reference to Mr Maumela in the
10 summons, but the summons requires that to be dealt with here and not in the statement.

The 10(6) notice pertains to what should be in the statement, and there was nothing relating to Mr Maumela. But all of that is also, by the way, the Commission knew and had these documents and knew it was going to rely on it. It should not play a cat and mouse game to say, we will wait and see what you say and then we will produce what we have. This is not an adversarial proceeding. It is not an attempt to try and ambush and catch witnesses out.

20 We all know the purpose is fact finding, and in the spirit of acting in a manner which is transparent and fair, those documents could all have been put up and should have been put up. The explanation that you are given that the relevance only appears from the statement is also incorrect because our learned friends knew they were going

to examine on this because it is in the summons, and it is incorrect to say they had to wait for the statement.

Chair, I have raised a general objection as to documents being put into the bundle and in examination. That remains as a general objection, and we will raise specific objections to specific questions. But we do place on record that this is not what the Commission's mandate is to deal with matters that concern the SIU, tenders that are not even related to the police services, and whilst Mr Carrim will no doubt be able to deal with whatever is put to
10 him, that is not the point. The point is that this Commission should stay within its mandate, and the evidence leader should stay within their mandate. Thank you, Chair.

CHAIRPERSON: Thank you. Thank you, Mr Bhana.

ADV CHASKALSON SC: Sorry, Chair, I ...[intervenes].

CHAIRPERSON: What I did not get to hear, sorry, sorry, Mr Chaskalson, what I did not get to hear was what Mr Carrim's bottom line is for today.

ADV BHANA SC: Yes. Chair, that, the spreadsheet itself
20 might be one page, but that page is a collation of a number of source documents, and we will have to see how far we get today, and if we need more time, which is not the type of scenario that we adjourn at 4, and we are expected to be here at 9:30 to deal with this, we will ask you to stand down further.

CHAIRPERSON: Stand down at what point?

ADV BHANA SC: Depending how far we get.

CHAIRPERSON: Oh, how far we get.

ADV BHANA SC: So let us assume that the questions today go until midday, we might be able to consult on the spreadsheet and also there may be some consequential applications coming from that. There is an issue of confidentiality, which I need to consider as well, and I want to give you the heads up for that.

10 **CHAIRPERSON**: Yes. Well, I – oh, you wanted to, thank you, Mr Bhana.

ADV BHANA SC: Thank you, Chair.

CHAIRPERSON: You wanted to respond, Mr Chaskalson?

ADV CHASKALSON SC: Chair, there was a notice in terms of Rule 10(6) issued on the 24th of October that specifically referred to Mr Maumele.

CHAIRPERSON: Let me direct that we should commence. Anything else we will deal with as and when it arises. May we commence.

20 **ADV CHASKALSON SC**: Thank you, Chair. Mr Carrim, the way we structure these processes ...[intervenes].

CHAIRPERSON: Oh, the witness has not been, has not taken the oath. Mr Carrim, will you swear or affirm? You will swear?

MR CARRIM: I swear.

CHAIRPERSON: Oh, okay. Do you swear that the evidence you are going to give is the truth, the whole truth, nothing but the truth. If so, raise your right hand and say, “So help me God”.

MR CARRIM: So help me God.

SULEIMAN CARRIM (duly sworn states)

CHAIRPERSON: Thank you. I see you leaning forward. Are the mics not, ja, bring them closer so that you do not have to keep moving forward and backwards.

10 **MR CARRIM**: Thank you, Chair.

CHAIRPERSON: Thank you.

ADV CHASKALSON SC: Mr Carrim, just to explain the process. The first part of this process will just involve me leading you through your statement without any intrusive questioning. So in the first stage of the process, you do not need to be suspicious of me. There will come a point at which you do need to be suspicious of me. We will give you a warning when that point is reached.

20 But so that you know where we are going and how it is going to run, just know that until we reach the end of your statement, I am not going to ask you any questions that are of any intrusive nature or designed to trap you in any way. The purpose of the first part of the questioning is merely to enable you to have the opportunity to put your version on record without being interrupted or disturbed.

So there are really two ways in which you can do it. If you would like simply to read your statement into the record, we could do that. We could do it that way. If you would like me to ask you a couple of questions to facilitate that process, we can do it that way. You must choose.

MR CARRIM: I think, Counsel, you can proceed.

ADV CHASKALSON SC: Okay. So to begin with, let me just clarify that you have what you need to have in front of you. You should have three files, a small file with your
10 statement in it.

MR CARRIM: Ja.

ADV CHASKALSON SC: We will call that the statement file. And then two larger files which have exhibits in them.

MR CARRIM: Yes, I have got them.

ADV CHASKALSON SC: Great. If we can start with the statement file and maybe start at the end of the statement, just confirm, first of all, that on page 11 the signature is yours.

MR CARRIM: Yes.

20 **ADV CHASKALSON SC**: And can you confirm that the contents of the statement are true and correct?

MR CARRIM: Yes, they are true and correct.

ADV CHASKALSON SC: Then if we can take the Commission through the statement, going back to page 1, in pages 1 to 3 you set out certain concerns that you have and

reservations of rights. The statements, the paragraphs speak for themselves. Is there anything you would want to add or emphasize in that regard?

MR CARRIM: No, Chair. No, Counsel, sorry.

ADV CHASKALSON SC: Then if we move to paragraph 4 onwards, you describe your relationship with Medicare 24 Tshwane District and Mr Matlala. Maybe if I can ask you to deal first with, essentially to read paragraphs 4 to 7 which deal with your relationship with Mr Matlala before we get to
10 the contract with Medicare 24.

MR CARRIM: Thank you, Counsel. So in this section I deal with the nature of the relationship. I deal with the nature of the relationship with Medicare Tshwane. This will provide the Commission with inside detail and into the topics identified in rule 10(6). As I have said, as I have stated elsewhere, I provided funding to Medicare 24 to the amount of R10 million.

“At some stage, to the best of my
recollection, during June 2024, I
20 received a call from Mr ...” [intervenes]

CHAIRPERSON: Sorry, Mr Carrim, it sounds like you are too close to the mic.

MR CARRIM: I am just worried that you only hear me from here. Is it fine from there?

CHAIRPERSON: It usually gets indicated to us if there are

problems with the sound. Just go ...[intervenes].

MR CARRIM: Am I audible? Am I audible now?

CHAIRPERSON: Yes, yes.

ADV CHASKALSON SC: Can I suggest, the problem may be that there are two microphones on. Maybe switch one of them off.

CHAIRPERSON: We have always used them.

ADV CHASKALSON SC: Oh.

CHAIRPERSON: Yes, yes. No, no, switch it on.

10 **MR CARRIM**: Let me switch it on.

CHAIRPERSON: Ja.

ADV CHASKALSON SC: Sorry about that.

CHAIRPERSON: No problem. Yes, Mr Carrim.

MR CARRIM: -:

20 “At some stage, to the best of my recollection, during June 2024, I received a telephone call from Mr Matlala requesting a meeting with me. I know Vusi as we both operate in the private security sector. I am a director and shareholder of Fusion Technical Team, which is my security company. Prior to this, to the best of my recollection, I had no engagement, relationships, or dealing with Vusi

beyond knowing in a general sense
who he is.”

ADV CHASKALSON SC: And then from paragraphs 8 and 9, you describe Mr Matlala's approach to you in relation to his tender with SAPS and wanting finance or funding from you. Can you read 8 and 9, and if there is anything you want to amplify, please do.

MR CARRIM: -:

10 “So at the meeting, Vusi, he had
obviously told me he is the director of
Med 24 and that he had won this
contract to provide medical services to
SAPS. He then needed or required
funds to perform under the tender, as
he had overcapitalized on the
establishment of his tender and
therefore encountered cash flow
problems. He insisted that he was
geared up for rendering the services in
20 respect of the tender. He invited me to
see his business premises in Pretoria.
I visited the business premises, and I
confirmed it was state-of-the-art. I was
impressed from what I had seen, and I
could appreciate that Mr Matlala could

10 spend a considerable amount of monies in the capitalization of this tender. At the same time, when I visited the site, I then met also Michael van Wyk, who was introduced to me as the CEO of Medicare 24. Michael advised that he owned the Medicare 24 franchise and that Mr Matlala was a franchisee. Michael had, during our discussions, confirmed that he would be assisting Vusi in operating and executing this tender. At the same time, I needed to verify this.

20 I then reached out to a friend of mine, Mr Oupa Brown Mogotsi, who is from Mafikeng as well, and who is someone that is known, who is connected. I then asked him to please verify and check if really this tender exists, and can he come back to me. Mr Mogotsi then agreed to check for me. He reverted and said, yes, it is a valid contract. Vusi and I agreed that if I advance the 10 million, I would be paid an additional amount of 10 million over a three-year contract

period. The repayment would be made at an equivalent of 10% of all payments received until the amount of 20 million was going to be paid. In terms of our agreement, we then set out the payment structure, which is attached.

10 After July 2024, I would call Vusi from time to time and ask him whether he had received a signed SLA from SAPS, and when can I expect a copy of this agreement between Medicare and SAPS, as we all had an agreement confirming our agreement. As we had an agreement which was not signed, we agreed that we will sign the agreement once the SLA was signed by SAPS. He experienced some delays in obtaining the SLA from SAPS, but there was no cause for concern, as Med 24
20 had already commenced in rendering services to them. This seemed quite plausible to me, as in my experience, formal contracts often lag behind before implementing the contract. I asked him if he had issued any

invoices, and when could I start expecting payments. He then stated to me that payments would commence payments upon receipt of sufficient funds from SAPS, including the payments due to me.

10 Towards the end of 2024, we had still not got any payments in, from what Vusi told me, and I began pressing Vusi to provide me with invoices and payments details from SAPS. At this stage, I was becoming despondent due to the nonpayment from Vusi. I again then reached out to Mr Brown Mogotsi. I then asked Brown to please check if Vusi is really receiving work and if the contract was going to be paid. Brown confirmed that he is delivering and we will be paid.

20 During about December 2024, after being pressed to start making payments, Vusi advised that I would commence receiving payments shortly. This was a relief to me. Shortly thereafter, in January 2025, Vusi

contacted me, requested further money to service the tender. I advised Vusi that I could not provide further funding at this stage because I was not receiving any payments towards the funds advanced and that Zigi needed cash for other projects and ventures.

10 I was also concerned that the R10 million had already been advanced and I have not received a single payment. I would then, to verify this, contact Brown, for example, inquire whether payments were being made under the tender. Brown would always revert back to me based on what he allegedly knew and also I had no way of how Brown was verifying this. I need to place that on record. During these exchanges, Brown confirmed that the
20 tender was still in operation and that payments were in progress.

In February 2025, payments started trickling in. By mid-March 2025, I received a net payment of 1.75 million, which was paid into Tameez's

investments business account. Before any other payments could be received and unexpectedly in March, Vusi sent me a message regarding the cancellation of Medicare 24's contract. I informed Brown of what Vusi informed me and requested him to find out what was happening. Brown then agreed to inquire. Brown then later sent me a message stating that he had spoken to the Minister. Brown advised me that in order to keep Vusi, I should inform Vusi that I have a good and direct relationship with the Minister and his office. I advised Brown that this was a joke because I had no relationship with either the Minister or his office. Brown's reasoning was that I should make Vusi believe that I have a relationship with the Minister's office and that he would communicate directly with the Minister's offices if, when and required. Brown was clear that this was required and calculated to make Vusi believe that my involvement and

my assistance with the Minister and his office would be crucial and therefore Vusi would need to pay me my money. In truth, I did not have any relationship with the Minister.

10 I then advised Brown this did not make sense to me without disclosing his close relationship with Vusi, which I only picked up after the Commission that Brown and Vusi were communicating and I did not know about that. And then Brown advised that I should trust him and that I would be paid these monies owed to me if I followed and did what he suggested.

20 I was extremely concerned since the cancellation of the contract with Vusi meant that Ziggy stood to lose the money advanced. I needed a lever with Vusi to try to get paid and agreed to follow Brown's advice. Whenever issues arose around Vusi requiring information or clarity, I would send the same to Brown or call him and when he responded I would send the same to

Vusi. I confirmed Brown was extremely confident about his strategy.

As I was desperate, I agreed to go along with Brown's proposal. All messages referred to in the interactions with the Minister, his offices were sent to me by Brown who advised that I send them to Vusi. I had no influence with the Minister or any influence over him. There is a concern, the same message that I sent to Vusi in May 2025 in terms of Brown's instructions, was, now I have learned was sent to Vusi by Brown on the 4th of March. So the same message that Brown sent to Vusi on the 4th of March, Brown then sends me that message on the 6th of May, two months later to send to Vusi which I did but I only realized this after the Commission.

So it was clear that both of them were playing me and I could not understand why Brown would advise me to resend it to Vusi. Thereafter Vusi started to

avoid me. At this stage the Medicare 24 was being reported to the media to have been terminated by the National Commission of the South African Police Service. Vusi sent me messages regarding the cancellation of this tender, which made no sense to me for the following reasons. The SAPS contract was reported to have been terminated on the 12th of April. The termination letter of the SAPS contract was sent on the 12th of May.

10

The Minister had no influence or authority in the termination as the National Commission terminated it. Every undertaking and promise by Brown to meet with the Minister or his office did not transpire. Again with hindsight, I believe Brown was lying about the influence he had. I myself have no direct relationship with the Minister. Instead I was asked by Brown to continue sending messages to Vusi assuring him of a meeting with the Minister, which I did but nothing

20

came of it. Vusi advised that his attorneys were handling the termination and that the amounts owed for work would be paid to Medicare 24.

10 Despite this, no monies was paid to me. Much later I realized that Brown was misrepresenting his influence with the Minister. I was quite upset about this because I have known Brown for the last 15-18 years from Mafikeng and I have always been assisting him and his foundations. In hindsight, it is clear Brown was playing me. I also suspect that he was not acting alone and that Vusi did so too. When one considers the messages, it is clear that I was caught in the middle of them.

20 Vusi knew very well that I had no contacts and Brown knew that I turned to him because I became reliant on his advices. Vusi ceased responding to me around May 2025. I can confirm that I, Ziggy, am approximately out of pocket of R8.25 million. This excludes the profit of the monies advanced to

Medicare 24.”

Should I continue, Counsel?

ADV CHASKALSON SC: Certainly. I will ask clarificatory questions at the end. So I think continue through your statement.

MR CARRIM: I have to now turn to deal with the remaining topics set out in the notice.

10 “The nature of the relationship with Minister Senzo Mchunu. I have no relationship with the Minister whether professional or personal.

The nature of relationship with General Feroz Khan. I have no relationship with General Feroz Khan. I know him as we sometimes pray at the same mosque in Houghton when I am in the Johannesburg area.

20 The nature and extent of the relationship with Kgotle Specialists. This is Brown's wife's company. I normally assist his wife and him through Kgotle Specialists. So, Brown's wife has a company. She does cleaning. She does gardening services. She sometimes does my

gardening services. She does some cleaning for me. She looks after my plant equipment. She cleans the plant equipment. And this has been happening way before this. I have always been assisting Brown and his wife. Regarding the litigation to review and set aside a tender in the North West, they approached me. A few
10 business forums in the North West approached Mr Brown Mogotsi and his foundation. I think there was a catering tender at the Department of North West.”

And I must put it on record, I am not a caterer.

“They approached me and they requested funding to challenge this tender in court. Now, I am from the North West. I was born in Mafikeng, so
20 I am very close to the people of North West and on many occasions we have always been marginalized. We have got the highest unemployment rate. We are always losing out to jobs like these to people from other provinces.

And I do not have an issue with that, but when people from the North West are disadvantaged, I take it to my heart. I then agreed to assist Brown with the foundation through these business forums to challenge this in court and I provided them with some funding, which they then said they will pay back to me. I have often and at no cost helped many individuals and businesses in the North West.

10

The nature and extent of my relationship with General Shadrack Sibiyi. I have no relationship with this individual.

20

In conclusion, I would like to make the following remarks. I have been branded as an enabler due to my relationship with the Minister. There is no factual basis to make such a statement. I confirm that I have never had a personal or professional relationship with the Minister. I have never spoken to the Minister. In fact, when one considers the fact, the

current Minister of Police only assumed office on the 3rd of July 2024 and the SAP contract was awarded before this tenure of the erstwhile Minister of Police, Bheki Cele. It is clear that it is impossible and as a fact untrue that I could have any persuasive influence over two different Ministers of Police. In addition, the SAPS contract was cancelled, leaving me out of pocket of approximately 8.25 million. If I were the enabler with a sustainable investment and an interest in the success, the contract would have not been cancelled.”

Thank you.

ADV CHASKALSON SC: Thank you, Mr Carrim. I am going to start by asking a few clarificatory questions, but we have now reached the end of the sort of friendly side of this engagement. So even though these questions are clarificatory, know that you need to be on your guard going forward. If I understand your statement, you never had a written contract with Medicare 24 Tshwane. At no stage did you ever conclude a written contract with them. Is that correct?

MR CARRIM: That is correct.

ADV CHASKALSON SC: And what was not clear to me was whether you ever saw a written contract between SAPS and Medicare 24. You say at a certain point you had not. Was it ever brought, shown to you?

ADV CHASKALSON SC: Yes, it was. I have a copy of the SLA. I was given a copy of the SLA.

ADV CHASKALSON SC: And when was the SLA given to you?

10 **MR CARRIM:** Late in October sometime, 2024.

ADV CHASKALSON SC: Then, if I understand your evidence again, the contract with Medicare 24 was going to be with Ziggy. Ziggy was the vehicle.

MR CARRIM: That is correct.

ADV CHASKALSON SC: And Ziggy is your company.

MR CARRIM: Correct.

ADV CHASKALSON SC: Then you speak on page 5 of your statement, paragraph 23, of a net repayment of 1.75 million. You say:

20 “In February 2025, payments started trickling in. By mid-March, I received only a net repayment of \$1.75 million, which was paid into Tameez.”

MR CARRIM: Yes, that is correct, Counsel.

ADV CHASKALSON SC: Now, how was that 1.7, I mean,

we have seen two separate payments, a payment on the 4th of February from Medicare of 1.5 million to Tameez, and a payment on the 17th of March to Tameez of 1 million by Medicare, which is 2.5 million. My understanding of your evidence, and again, call me out if I am wrong, is that you get to your net 1.75 this way. So, there is 1.5 million that is paid on 4 February. On the same day, from that 1.5, 500,000 is paid to an entity called Luthaga Trading Enterprises.

10 **MR CARRIM**: Correct.

ADV CHASKALSON SC: So, that is a net 1 million. And from the 1 million that was paid on the 17th of March, 250,000 was paid to Luthaga on the 22nd of March.

MR CARRIM: That is correct.

ADV CHASKALSON SC: And, okay, so that is the net 1.75 is derived that way. Then, at various points in your statement, you referred to messages that were exchanged between yourself and Mr Mogotsi. Were these text messages, WhatsApp messages, Signal messages, what
20 message, how do you communicate with Mr Mogotsi?

MR CARRIM: At that time, it was some text, but WhatsApp's as well.

ADV CHASKALSON SC: Now, you do not attach any of these messages. Are you able to produce them for us?

MR CARRIM: Counsel, I will have to go back into my

iCloud and see if they still exist there.

ADV CHASKALSON SC: Your iCloud or your WhatsApp?

MR CARRIM: Remember, I changed phones. So, when you change phones, you sometimes only have those messages still there.

ADV CHASKALSON SC: And when did you change phones?

MR CARRIM: I changed phones a couple of times, Counsel.

10 **ADV CHASKALSON SC:** Ja, but the dates is what I am interested in.

MR CARRIM: Okay, well, as soon as new iPhones come out, we are always upgrading. So, I think I have changed phones twice since 2024.

ADV CHASKALSON SC: Again, dates I am interested in. When did you ...[intervenes].

MR CARRIM: I cannot recall the dates, Counsel.

ADV CHASKALSON SC: Approximately how long have you had your current iPhone?

20 **MR CARRIM:** Current one is just a few months now.

ADV CHASKALSON SC: And on your current iPhone, do you not import your old WhatsApp messages for an archive?

MR CARRIM: No.

ADV CHASKALSON SC: But you would cooperate with the Commission in going onto your iCloud to try to retrieve your

old WhatsApp communications with Mr Mogotsi?

MR CARRIM: I would have to consult my legal team on that, Counsel, and come back to you.

ADV CHASKALSON SC: Yes. Well, maybe you can consult over one of the adjournments and come back to us on that score. I have noted your statement about not having a relationship with General Kahn. If you go to page 7 of the evidence bundle.

MR CARRIM: Yes.

10 **ADV CHASKALSON SC:** You will see that on the 4th of March, Mr Matlala sent you a report about General Kahn being found not guilty in his disciplinary inquiry. Had you discussed General Kahn at all with Mr Matlala?

MR CARRIM: No, not at all. I have no idea why he sent me this message. He sent me a few News24 articles, but I did not even respond to this message when he sent it to me.

ADV CHASKALSON SC: No. Thank you. Then, if we go to your statement on page 6, concerning your relationship with the Minister and how you misled Mr Matlala in this
20 regard, you say in paragraph 26 Brown advised me that in order to obtain my monies from Vusi, I should inform Vusi I have a good direct relationship with the Minister and or his office. I advised Brown this was a joke. I have no relationship with either the Minister or his office. And then Brown explained his reasoning. It was that you should

make Vusi believe that you had a relationship with the office and you could, and he, Brown, would communicate directly with the Minister if and when required. And he seemed to think that if Mr Matlala believed that you had a relationship with the Minister, he would then want to preserve his relationship with you and would therefore pay you when he could. Is that the broad understanding?

MR CARRIM: That is the understanding, yes.

ADV CHASKALSON SC: Now, I am trying to understand
10 when all of this happened. So if we go back to paragraph 23 on page 5, we see you say in February 25 payments started trickling in. By mid-March, I had received only a net payment of 175 million. And then before further payments could be received, and unexpectedly, in March 2025, Vusi sent a message regarding cancellation.

So this strategy of pretending to have influence with the Minister would have happened after the net payments had come in and after Vusi sent you a message about cancellation.

20 **MR CARRIM**: These messages started just after January, around February.

ADV CHASKALSON SC: Sorry, I just did not hear that, I apologise.

MR CARRIM: When payments started trickling in 2025, towards the end of Feb the messages, that is when Brown's

strategy went into place with the Minister.

ADV CHASKALSON SC: Let us just go through it. You, well, hang on a minute. If we go to 24 and 25, you say before further payments could be received, and unexpectedly, in March, Vusi sent me a message regarding cancellation. So Vusi sent you a message about cancellation.

MR CARRIM: Yes, and at the same time, I think Brown he also sent me a message about cancellation. So this was,
10 because Brown knew about the cancellation as well, so he also sent me a message regarding the cancellation.

MR CARRIM: Well, that is not what you say in 25. You say you informed Brown ...[intervenes].

MR CARRIM: Yes, I say that.

ADV CHASKALSON SC: Of what Vusi had informed you.

MR CARRIM: Yes, but Brown already knew.

ADV CHASKALSON SC: Okay, so Brown already knew, but your approach to Brown comes after Vusi tells you about the cancellation.

20 **MR CARRIM:** Yes.

ADV CHASKALSON SC: Now, how did you inform Brown, did you call him? Did you message him?

MR CARRIM: I called him.

ADV CHASKALSON SC: You called him, and he said he would enquire.

MR CARRIM: Yes.

ADV CHASKALSON SC: And then he sent you a message stating that he had spoken to the Minister.

MR CARRIM: Yes.

ADV CHASKALSON SC: When is all of this happening? You get a message from Vusi.

MR CARRIM: This is all happening from end, like from the beginning of March, end of Feb, going into March.

10 **ADV CHASKALSON SC:** I am interested in how long this process takes.

MR CARRIM: It was March, April, up to May, actually.

ADV CHASKALSON SC: No, no, no, I understand that the process continues, that the process of pretending to have a relationship with the Minister continues until May. But I am interested in this exchange with Brown that persuades you to adopt the strategy of misleading Mr Matlala about an alleged relationship with the Minister. You have a message from Mr Matlala relating to cancellation. You then inform Brown. When do you inform Brown of this message?

20 **MR CARRIM:** Immediately.

ADV CHASKALSON SC: Immediately. And what do you mean immediately, like the next minute, the next day?

MR CARRIM: No, no, on the same day.

ADV CHASKALSON SC: Same day. Brown says he is going to enquire, okay. And then he sends you a message.

How long does it take Brown to get back to you? Does he come back to you on the same day, the next day, the next week?

MR CARRIM: No, no, I think about two days, three days. It was not the same day.

ADV CHASKALSON SC: Okay. And then, what does he say when he comes back to you, because he says he has spoken to the Minister.

MR CARRIM: Ja, he just said to me he has spoken to the
10 Minister and he said he will come back to me on details. But what he advised me, he said that in order to obtain my money from Vusi and get more payments, I should continue talking to Vusi, keeping him close to me.

ADV CHASKALSON SC: No, I understand the gist of it, but you were, he messages you saying he has spoken to the Minister. Presumably you wanted to know what the Minister had told him.

MR CARRIM: Yes, I called him back. He said to me he
20 will inform me in due course of what the Minister said. He will come back to me.

ADV CHASKALSON SC: And did he ever come back to you and tell you what the Minister said?

MR CARRIM: I kept on asking what did the Minister say. Knowing Mr Mogotsi he kept on saying no, do not worry, it is going to work, just be patient, I have spoken to the

Minister, just relax. He never gave me any explanations.

ADV CHASKALSON SC: But then he says to you, after he has told you that he has spoken to the Minister and after you have asked him what the Minister said and he has ducked and dived a bit, he says you need to pretend to Mr Matlala that you have a good relationship with the Minister.

MR CARRIM: Yes.

ADV CHASKALSON SC: And you think this is a joke, because you have no relationship with the Minister.

10 **MR CARRIM:** Yes, it was a joke at the time when I told him this.

ADV CHASKALSON SC: And again, where was this exchange taking place, was it on the phone, was it in messages, was it in person?

MR CARRIM: It was in person.

ADV CHASKALSON SC: And where was it, presumably in Mahikeng?

MR CARRIM: In Mahikeng, yes.

20 **ADV CHASKALSON SC:** At your house, at your office, at his house?

MR CARRIM: We met at the office.

ADV CHASKALSON SC: Now, he says to you, I mean he comes up with this suggestion that you believe to be a bit of a joke and, but he seems ultimately to persuade you of the wisdom of his plan that you initially thought was a joke.

MR CARRIM: Yes, I believed that Brown had the influence at that time. On many occasions in the North West, especially in the structures of the ANC, Brown would lead the campaigns. He led one of the campaigns in 2017, the CR campaign. Brown led it. Again in 2022 he was leading that campaign. So based on how I know him, I believed he had these contacts and I was convinced that he had those contacts at that time.

ADV CHASKALSON SC: So I understand that you believed
10 that he had contacts with the Minister, but you had asked him to give some indication of what the Minister had told him, and he had ducked and dived.

MR CARRIM: Ja, he just kept on saying, just relax, it is under control, it is under control. Those were his words to me every time I asked him.

CHAIRPERSON: Mr Carrim, you should please wait until
...[intervenes].

MR CARRIM: Oh, sorry, sorry.

CHAIRPERSON: Yes, because when you speak at the
20 same time, there will be transcription problems.

MR CARRIM: Sorry.

CHAIRPERSON: Thank you.

ADV CHASKALSON SC: But were you not interested in
some detail?

MR CARRIM: Of course I was, Counsel. I was very

interested. But what made me believe him is because when we were looking for payments, and when we were enquiring about payments, Brown would always have the information about when payment would be made. So I believed when he said things are under control, I just need to be patient and I will get my money.

ADV CHASKALSON SC: And when did you enquire with Brown about payments? When did he proven his worth on payments?

10 **MR CARRIM:** I think we will have to go to the messages with Vusi, is it the same time when I was communicating with Vusi, at the same time I was communicating with Mr Mogotsi.

ADV CHASKALSON SC: We will get there in due course. But essentially, when you are communicating with, when you report material to Vusi about payments, are you reporting what Brown has told you about payments?

MR CARRIM: Yes, I was. But funny enough, Counsel, I need to bring this to your attention. The same time I asked
20 Brown about payments, Brown would say, payments are coming. Mr Matlala or Cat would ask me about payments, but he would send me screenshots from the police system. Mr Matlala himself would then send me screenshots from the police system about the payments. So this was strange for me because why would he be asking me? And at that

point, I thought maybe he is trying to test me and see do I really have those contacts or not. So the minute I ask him for, or I report back to him and say, okay, Brown would say, payments are coming, I then message Vusi and say, payments are coming. Vusi would then send me a screenshot of payments.

ADV CHASKALSON SC: So you would tell him payments are coming and then he would respond by sending you a screenshot.

10 **MR CARRIM:** That is correct.

ADV CHASKALSON SC: But why would that then be testing you?

MR CARRIM: I do not know why else he would have done it because it happens, he asks, I enquire, I come back, I say to him, payments are coming. After a day, I am not sure, we need to check in the messages, a day or after a couple hours, he then sends me a screenshot from the police system of the payments.

ADV CHASKALSON SC: I see. And you ...[intervenes].

20 **ADV BALOYI SC:** Can I just ask Mr Chaskalson, just so that I understand, you say Mr Matlala asked you about payments when they would come.

MR CARRIM: Ja, he would ask me, when are we getting paid or how are we getting paid.

ADV BALOYI SC: Yes.

MR CARRIM: Because he believes I have influence.

ADV BALOYI SC: Okay. All right, thank you.

ADV CHASKALSON SC: Why would Mr Matlala think that you would know when you are being paid, when his contract was being paid?

MR CARRIM: Remember, Counsel, I gave him the impression that I am close to the Minister and the office and that I have some contacts inside. So, he then thought or believed I would have access to payments, but my real
10 reliance was on Mr Mogotsi.

ADV CHASKALSON SC: But on your version in the statement you only gave that impression after Mr Mogotsi had persuaded you that the only way you were going to get paid after cancellation was by creating that false impression.

MR CARRIM: No, no, this had started in Feb, before we got paid. This had started, I will say in February.

ADV CHASKALSON SC: Sorry, again I must apologise, I did not hear, there was some distortion. You said it started
20 in Feb?

MR CARRIM: The messages started in Feb.

ADV CHASKALSON SC: Which messages?

MR CARRIM: Between me and Mr Matlala on payments.

ADV CHASKALSON SC: But in Feb you received your first payment.

MR CARRIM: Yes, so we were talking about these payments and he believed I had influence.

CHAIRPERSON: Mr Carrim, I think I will go back on my earlier advice that you pull the mics closer. Ja, we get a distortion when we are too close. Can you please avoid being too close to the mic?

MR CARRIM: Okay, let me push it back.

CHAIRPERSON: Yes.

MR CARRIM: Let me just go to my statement, Counsel. In
10 10, I say I reached out to Brown Mogotsi.

ADV CHASKALSON SC: Yes.

MR CARRIM: So at that time already, myself and Vusi did have a conversation and I did say to Vusi that I have checked myself on your tender. I have done my own due diligence. He asked me how. Brown advised me to tell him that I have checked on the SAPS system and that it is verified. So from then, Mr Matlala believed that I had influence.

ADV CHASKALSON SC: Sorry, this is at the stage of due
20 diligence. This is at a stage where you are trying to decide for yourself whether you want to risk 10 million of your money with this contract. And so when you go to Mr Mogotsi at that stage, you are going to satisfy yourself, not to satisfy Mr Matlala.

MR CARRIM: Correct.

ADV CHASKALSON SC: And Mr Mogotsi says to you, rightly, truly or untruly, yes, this contract is on the system. Why would he at that stage advise you to start misrepresenting the nature of your relationship with SAPS?

MR CARRIM: No, no, he did not advise. He said to me, as we move, because Mr Matlala knew that I was checking, Mr Matlala was obviously inquisitive, he wanted to know how, and I just said to him, no, I have people, because Mr Matlala wanted to know how did I verify this contract, and I
10 said to him, I have people. I have people who are connected and they confirmed. So at that point already, Mr Matlala was aware that I have some people that I can refer to, which was obviously Mr Mogotsi.

ADV CHASKALSON SC: So it is back in June 2024 that Mr Matlala starts thinking that you are connected with SAPS.

MR CARRIM: Ja.

ADV CHASKALSON SC: But that, of course, is after he approaches you for the 10 million.

MR CARRIM: Ja, it is after.

20 **ADV CHASKALSON SC:** So he does not approach you for the 10 million on the basis of your connections with SAPS, he approaches you for the 10 million because he needs 10 million.

MR CARRIM: Yes.

ADV CHASKALSON SC: Let us go back to the sequence.

You, payments come in, in February and March. Mr Matlala then messages you about potential cancellation. You speak to Brown. Brown says he is going to contact. He messages you to say he will speak to the Minister. He comes back to you, says, look, no, I am, I have spoken to the Minister, everything is going to be all right, essentially. You ask him, sorry, I can see you are nodding, but we are going to have a transcript at the end of this, so I need you to sort of say yes, instead of nodding.

10 **MR CARRIM**: Yes.

ADV CHASKALSON SC: You asked him what the Minister said. He says everything will be all right, essentially, you do not need to know now, just trust me.

MR CARRIM: That is what he said.

ADV CHASKALSON SC: He then, at a later stage, a couple of days later, comes to meet you at your offices, if you remember correctly, and tries to persuade you about this scheme of telling Mr Matlala that you have close connections with the Minister, and persuading you that if Mr
20 Matlala thinks that you have close connections with the Minister, that is the way you will get paid, because he will pay you to keep you sweet because of your relationship with the Minister.

MR CARRIM: That is correct. That was his strategy.

ADV CHASKALSON SC: You say to him, this is a joke, I

do not have a relationship with the Minister.

MR CARRIM: Yes, I did.

ADV CHASKALSON SC: So at that stage, you thought you cannot say to Mr Matlala, I have got a relationship with the Minister, because you did not have a relationship with the Minister.

MR CARRIM: Ja, but I had to do it, because I was ...[intervenes].

ADV CHASKALSON SC: No, no, I am getting the
10 chronology. At that stage, you had no intention of telling Mr Matlala ...[intervenes].

MR CARRIM: Yes.

ADV CHASKALSON SC: You had a relationship with the Minister, because you did not. Is that a yes?

MR CARRIM: Can you repeat that, Counsel?

ADV CHASKALSON SC: At that stage, when Mr Mogotsi first puts his proposition to you, you think it is a joke. Yes?

MR CARRIM: Yes.

ADV CHASKALSON SC: And at that stage, until he
20 persuades you later, you have no intention of telling Mr Mogotsi you have a close relationship with the Minister because you do not have a close relationship with the Minister.

MR CARRIM: You mean with Mr Matlala.

CHAIRPERSON: Telling Mr Matlala.

ADV CHASKALSON SC: Mr Matlala, not Mr Mogotsi.

MR CARRIM: No, I did tell him that I have a close relationship.

ADV CHASKALSON SC: When did you tell him you have a close relationship with the Minister?

MR CARRIM: Just after Brown informed me to go along with the strategy.

ADV CHASKALSON SC: Yes, but before Brown convinced you, you did not want to do that.

10 **MR CARRIM:** Yes, but I did it. Like I said, I was desperate and I needed to do it.

ADV CHASKALSON SC: No, I understand that Brown ultimately convinces you that you must go with his plan.

MR CARRIM: Yes.

ADV CHASKALSON SC: But when he first raises the plan, you have no intention of going along with it. You are later convinced.

MR CARRIM: Correct.

20 **ADV CHASKALSON SC:** Were you convinced at that meeting or were there subsequent meetings?

MR CARRIM: No, he convinced me at that meeting.

ADV CHASKALSON SC: So you deliberately misrepresented the nature of your relationship with the Minister to Mr Matlala in the hope that this would persuade him to pay you ahead of other potential creditors.

MR CARRIM: Correct.

ADV CHASKALSON SC: Apart from misrepresenting to Mr Matlala your relationship with the Minister, did you ever suggest to him that you had connections in SAPS itself as opposed to the Ministry and that those connections could help him?

MR CARRIM: He believed that I had connections in the SAPS. He believed that.

ADV CHASKALSON SC: But you say you did not have
10 connections.

MR CARRIM: I had no connections.

ADV CHASKALSON SC: And your only insight into SAPS internal operations was what Mr Mogotsi relayed to you.

MR CARRIM: Yes.

CHAIRPERSON: Was it you that convinced him that you had connections within SAPS? Was it you that convinced him?

MR CARRIM: Convinced who, Mr Matlala?

CHAIRPERSON: Mr Matlala, yes.

20 **MR CARRIM:** He believed.

CHAIRPERSON: I get it. I get it. You have said so.

MR CARRIM: Yes, because when he asked about payments, I would revert and getting the information on payments from Brown, yes.

CHAIRPERSON: Did he ...[intervenes].

MR CARRIM: Yes, he believed that I had.

CHAIRPERSON: Did he come to believe because of what you had said to him or not really?

MR CARRIM: To me it seemed as if he believed.

CHAIRPERSON: Yes, you have said that three times now. I want to know whether that belief was as a result of what you had said to him.

MR CARRIM: That is correct, Commissioner.

CHAIRPERSON: What had you said to him?

10 **MR CARRIM**: I said to him that I have, like I said previously, I have someone who is connected and they will be able to check for us in the system. And I relied on ...[intervenes].

CHAIRPERSON: Somebody within SAPS.

MR CARRIM: Ja, but I relied obviously on Mr Mogotsi.

CHAIRPERSON: All right, all right, thank you. Thank you.

ADV BALOYI SC: Mr Carrim, can I just understand that answer. Is your answer that you told him that you have connections within SAPS ...[intervenes].

20 **MR CARRIM**: No.

ADV BALOYI SC: Because that was a direct question from Mr Chaskalson and I am confused about your answer.

MR CARRIM: I said I have someone who is connected in SAPS.

ADV BALOYI SC: You have someone in SAPS itself?

MR CARRIM: Someone who is connected to SAPS.

ADV BALOYI SC: Okay.

ADV CHASKALSON SC: Okay, again, still clarificatory, but a different area. If you go to page 7 ...[intervenes].

ADV BALOYI SC: 7 of?

ADV CHASKALSON SC: Of the statement. You say, you are talking essentially about the collapse of your relationship with Mr Matlala at this point in your statement and you say, paragraph 30 starts with:

10 “I confirm Brown was extremely confident about the strategy. I was desperate. I agreed to go along with Brown's proposal. All messages referred to in the interactions with the Minister / his office were sent to me by Brown who advised I send them to Vusi.”

 So anything that you said purporting to relate to the Minister came from Brown.

20 **MR CARRIM:** Yes.

ADV CHASKALSON SC: But you pretended that it was your direct information.

MR CARRIM: Yes.

ADV CHASKALSON SC: You had no influence with the Minister, nor any influence over him. Then you say:

“The same message I sent to Vusi in May 2025 in terms of Brown's instruction was I have now learned, sent by Vusi to Brown on 4 March 2025.”

Your statement's correct in this regard. I do not think anything significant turns on it, but when you gave, when you read the statement, you actually read that as was sent by Brown to Vusi, not by Vusi to Brown. What you got
10 in the statement is correct.

MR CARRIM: Okay.

ADV CHASKALSON SC: -:

“This confirms that Brown and Vusi have already exchanged this message and I cannot understand why Brown would advise me to resend it to Vusi. Thereafter, Vusi started avoiding me.”

So you say after that May message where you pretended to have had an interaction with the Minister that
20 mirrored something that Mr Matlala had sent to, that had sent to Mr Mogotsi, he started avoiding you.

MR CARRIM: Yes.

ADV CHASKALSON SC: How did you experience this avoidance?

MR CARRIM: He stopped responding to texts or he

stopped taking my calls. He just became evasive.

ADV CHASKALSON SC: Sorry, he just became evasive?

MR CARRIM: Evasive, ja.

CHAIRPERSON: Let us take the adjournment at this stage and resume at 11:45. Let us adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Mr Carrim, Mr Bhana, we must apologise. May we request you to take a seat there? There is a very
10 brief matter that Ms Sello will deal with, very, very briefly.

ADV BHANA SC: Yes, Chair, what do you require us to do?

CHAIRPERSON: No, no, no, it is just an apology to you that there is going to be an interposition of something else.

ADV BHANA SC: Not at all, thank you, Chair.

CHAIRPERSON: But very briefly, thank you, thank you.

ADV BHANA SC: Thank you, for that.

CHAIRPERSON: Mr Carrim, if you could maybe take a seat there, that first row, yes. Thank you very much. Sorry for
20 the interruption. Thank you.

ADV SELLO SC: Good morning, Chair, and thank you. And thank you to Mr Bhana and team and Mr Carrim. And apologies for the upset. Chair, we have another witness who is under subpoena starting from today. We have an application that that witness would like to move in respect

of his appearance, and we wanted to ask for an indulgence to deal with this matter in probably the first five minutes after your tea break, if that is permissible.

CHAIRPERSON: Is the witness here?

ADV SELLO SC: The witness is here, and so is his attorney. If I think they are outside, I will ask them.

CHAIRPERSON: Please.

ADV SELLO SC: Thank you.

CHAIRPERSON: If you could, the attorneys, are you able
10 to assist, please?

ADV SELLO SC: Chair, perhaps while we wait, I trust that the Commissioners are in receipt of a very tiny file that was submitted this morning. This is in respect of Commissioner Mkhwanazi of EMPD. So, if you could have that file before you come back.

CHAIRPERSON: You will take me through it, or I will be assisted by Commissioner Khumalo.

ADV SELLO SC: To the extent that it is ever necessary,
Chair, yes.

20 **CHAIRPERSON**: Yes, I do not see mine anywhere close
by.

ADV SELLO SC: To the extent necessary, we shall. But it will not be necessary to go through everything that is in there, in the documents.

CHAIRPERSON: Thank you.

ADV SELLO SC: Thank you. Chair ...[intervenes]

CHAIRPERSON: Good morning, Commissioner Khumalo. I am very sorry. Commissioner Mkhwanazi.

BRIGADIER MKHWANAZI: Good morning, Commissioners. Good morning, Chair.

CHAIRPERSON: Good morning. Good morning. Can you please place yourself on record?

MR KHUMALO: Good morning, Commissioners. My name is Nkosana Khumalo. I am the attorney for Mr Mkhwanazi.

10 I am on record.

CHAIRPERSON: Thank you. Which firm of attorney?

MR KHUMALO: I am from Khumalo Nkosana Attorneys from Johannesburg.

CHAIRPERSON: All right, we have quite a supply of Khumalo's within here. Witnesses as well. Thank you.

ADV SELLO SC: Thank you, Chair.

CHAIRPERSON: Yes, Ms Sello.

20 **ADV SELLO SC:** And as the Chair has dealt with that aspect. This is Mr Khumalo Nkosana. He has officially placed himself on record with the Commissioner's attorneys by addressing correspondence to them. Mr Nkosana appears for the first time today. And I only had a benefit of seeing him today.

CHAIRPERSON: Mr Khumalo, yes.

ADV SELLO SC: Mr Khumalo.

CHAIRPERSON: Yes, yes, yes.

ADV SELLO SC: Sorry, I ...[intervenes]

CHAIRPERSON: You said Nkosana, Mr Nkosana.

ADV SELLO SC: Apologies for that. Chair, if you just quickly have regard to the little file we handed over. In particular, I just want to refer you to item 7 of that file. Those are the summonses that were issued to Mr Mkhwanazi and dated the 3rd of March 2026. Calling upon him to present himself before the Commission. For the
10 dates the 9th to the 13th of March.

Mr Mkhwanazi is here. Originally, Chair, the request – my plan had been to request the stand down of his further testimony to the 12th of March this year. Because we currently have Mr Carrim and I think we are having one more witness. However, following my engagement with Mr Khumalo this morning, it would appear that there is a specific application that Mr Khumalo would like to move for technically a postponement. He does not have any papers. And I think he intends to speak off the
20 cuff and address the Commissioners. And with your leave, if I may then hand over to Mr Khumalo.

CHAIRPERSON: A postponement of the hearing today? Or what postponement?

ADV SELLO SC: The Chair will recall I said he is under subpoena from the 9th. I was going to request a stand down

to the 12th, which is the Thursday.

CHAIRPERSON: Yes.

ADV SELLO SC: But Mr Khumalo would like a longer extension. Which is beyond the period set out in the summons. And I indicated to him that, well, for that purpose, he would have to make an application to yourselves. And he is here to address you on that.

CHAIRPERSON: Yes, Mr Khumalo.

MR KHUMALO: Thank you, Chair and Commissioners.

10 Yes, indeed so, Chair. I only met the witness yesterday evening. And I had to quickly consult with him. And during consultation, I will not dwell much as to what is that we discussed. I will just come to the crux of the issues that were raised during consultation. Which is the fact that there are documents that he has to furnish me in order to prepare for his next testimony.

And at this point in time, Chair, I literally have nothing, no paper, nothing from him that comes from the Commission. In the interest of helping the Commission to
20 efficiently come to the right conclusion regarding his testimony, I believe we need preparation. And I have already spoken to council, the evidence leader, to say 23rd of March will be our firm commitment.

By that date, we will be prepared. Over and above that, that is over and above preparations with regard to the

papers and documents that have to go through to prepare for his second testimony. There is also the issue of medical certificates. That I have discussed with the evidence leader here to say already he has been to an eye operation on the 3rd of March.

And he has to go for a second operation which is scheduled for tomorrow, the 10th of March. And after that operation, he has to have a day or two of recovery. And in between, I plead with the Commission to say I will use this
10 time of recovery and time of preparation for his second testimony. And by the 23rd of March, I believe I will be ready or will be ready to come to the Commission for him to give evidence on the 23rd of March.

CHAIRPERSON: Thank you, Mr Khumalo. Do you have any objection Ms Sello?

ADV SELLO SC: Chair, I do not have an objection as such. It is just that the offer of the 23rd of March was made based on what was considered to be a two-week period for both the recovery and preparation.

20 **CHAIRPERSON:** Yes.

ADV SELLO SC: It does have a significant impact on our programming. But those, I guess, are internal challenges. But as to the cogency of the application, I do not think I have much of a basis to object on.

CHAIRPERSON: So, we leave with the suggested dates.

ADV SELLO SC: We can leave with the suggested date. The Chief Evidence Leader probably is going to kill me for this.

CHAIRPERSON: He is here listening and probably is already applying his mind to working on his schedule. I see he wants to speak, but then he is reluctant to speak. So maybe

ADV CHASKALSON SC: With good cause, Chair.

CHAIRPERSON: Thank you.

10 **ADV SELLO SC:** So, Chair, with those few remarks, I would not object.

CHAIRPERSON: So, a resumption on the 23rd of March.

ADV SELLO SC: On the 23rd of March. Or if I may just add, perhaps, or such date as shall be determined by the Chief Evidence Leader.

CHAIRPERSON: I think let us speak ...[intervenes]

ADV SELLO SC: 23rd. Let us stick to the specific date.

ADV SELLO SC: 23rd of March.

CHAIRPERSON: Yes, thank you.

20 **ADV SELLO SC:** Yes, thank you, Chair.

CHAIRPERSON: Thank you. Commissioner Mkhwanazi.

BRIGADIER MKHWANAZI: Chair.

CHAIRPERSON: The hearing of your further evidence will be on 23 March. And such further dates as will be determined on the 23rd of March 2026 at 09:30 as usual.

BRIGADIER MKHWANAZI: Thank you, Chair. Thank you, Commissioner.

ADV SELLO SC: Thank you, Chair.

CHAIRPERSON: Thank you.

MR KHUMALO: If we may be excused.

CHAIRPERSON: You are excused, Commissioner. Thank you, Ms Sello, thank you Mr Khumalo. Thank you. Yes, Mr Chaskalson.

EXAMINATION BY ADV CHASKALSON SC

10 **(CONTINUES):** Mr Carrim, before we broke your recall, you were saying that after, I think it was 6 May and that exchange of the message purporting to reflect your communications with the Minister, Mr Matlala started to avoid you. Can I ask you to go to the WhatsApp bundle? So, I think it is page 28 of the evidence bundle. And the good morning, Minister message is on 6 May, 09:50. And then you followed up saying, sent him this, presumably meaning sent the Minister this. Then he called, I am sending you what to write. Did you send Mr Matlala a draft
20 of what he should write to the Minister?

MR CARRIM: This message was sent to me by Mr Mogotsi. I then copied and pasted it and forwarded it to Mr Matlala.

ADV CHASKALSON SC: No, I understand that. But your last message to Mr Matlala is I am sending you what to write.

MR CARRIM: Yes, I made him believe that I wrote it.

ADV CHASKALSON SC: Yes, but that is – so, were you suggesting by that last statement, I am sending you what to write, were you suggesting to Mr Matlala that this is what the Minister told you? Or is that a message from you to Mr Matlala? I am sending you what to write. I have spoken to the Minister. He called this, I am going to tell you what to write.

MR CARRIM: Yes, the message was to say, I am going to
10 tell you what to write. And by that time, it seems like Mr Matlala then picked up that this message he already received from Mr Mogotsi in March.

ADV CHASKALSON SC: No, no, he did not. Sorry, just to correct you there. He did not receive it from Mr Mogotsi. He sent Mr Mogotsi the good morning, Minister text. Essentially asking Mr Mogotsi to send it to the Minister. But at the end, it says, I am sending you what to write. You say to Mr Matlala, I am sending you what to write.

MR CARRIM: Yes, I never sent him anything after that.

20 **ADV CHASKALSON SC:** Why did not you send him anything after that?

MR CARRIM: Because Mr Mogotsi said he will send me something and he never sent it.

ADV CHASKALSON SC: So, you were waiting for Mr Mogotsi to send you a draft of what should be written in Mr

Matlala's name to the Minister?

MR CARRIM: Yes.

ADV CHASKALSON SC: But why then would you have initiated this whole conversation about misleading Mr Matlala as to what you had sent to the Minister and say, I will send you what to write when you did not have what you were going to send?

MR CARRIM: I then, you can then see there is a call on the next day.

10 **ADV CHASKALSON SC:** That call is a day and a half later. My question remains, why would you initiate this process of misleading Mr Matlala when you could not carry it through?

MR CARRIM: Mr Brown could not, Mr Brown Mogotsi could not give me the message. So, I just abandoned and I just left it because Brown did not send me the message to forward on.

ADV CHASKALSON SC: No, I understand that. But presumably, if you are going to perpetrate a fraud of this nature on Mr Matlala, you want to be ready to perpetrate
20 the fraud. So, you did not have to send him the good morning, Minister message at 09:50 in the morning on the 6th of May. Why did you choose to send it at that time?

MR CARRIM: Brown advised me to send the message at that time. Brown sent me this message on that day.

ADV CHASKALSON SC: Yes, Brown sent you that

message, but you send that message and then you send a several series of follow-up messages which have not been exchanged between Brown or Mr Matlala. One says, send him this. In other words, you sent it to the Minister. Then he called. I am sending you what to write. Why would you say I am sending you what to write if you were not in a position to send it at that stage?

MR CARRIM: Brown told me to do that and that is why I did it.

10 **ADV CHASKALSON SC:** Why did you not ask Brown? Well, let us have what we are going to write so that we can send it to him.

MR CARRIM: I did say that, but I am saying subsequent to that there was a call and Mr Matlala said he is not going to write anything he is going to give it to his legal team. They will handle this.

ADV CHASKALSON SC: We will get to that a little later, but I still want to find out from you why would you offer to give him a draft when you were not yet in a position to give
20 that draft?

MR CARRIM: I was promised a draft, which did not come.

ADV CHASKALSON SC: But why offer it at a point when you are not able to furnish it? Would that not raise Mr Matlala's suspicions?

MR CARRIM: Brown said he will send me the message.

He will tell me what to write and I must forward it on.

ADV CHASKALSON SC: So, you got these four texts from Brown and then you essentially cut and paste them and sent them on to Mr Matlala?

MR CARRIM: Correct.

ADV CHASKALSON SC: But when Brown sent the texts to you, before you cut and paste and sent them on to Mr Matlala, why did not you enquire? What are we going to write to him? He is going to want a letter. What are we
10 going to say?

MR CARRIM: I did ask him.

ADV CHASKALSON SC: And what did he say?

MR CARRIM: He said he is going to type it out and send it to me.

ADV CHASKALSON SC: You were happy to raise Mr Matlala's expectations that you had a draft letter for the Minister in circumstances where you did not have a draft letter for the Minister.

MR CARRIM: Correct.

20 **ADV CHASKALSON SC**: Did it not occur to you that Mr Matlala would find this suspicious?

MR CARRIM: Well, by this time, after this message, he would already know. Well, presumably him and Brown were talking already. So, he knew because I received this message two months later and I forwarded it on to him.

ADV CHASKALSON SC: Yes, but you did not know that at the time.

MR CARRIM: Sorry?

ADV CHASKALSON SC: You did not know that at the time. You thought you were still implementing your scheme to mislead Mr Matlala.

MR CARRIM: Yes, but he knew it.

ADV CHASKALSON SC: Yes, but you did not know that.

MR CARRIM: Yes, I did not know that.

10 **ADV CHASKALSON SC:** So, when you sent the message, you did not know that he would immediately realise this as or recognise it as a version of a message which he had asked Mr Mogotsi to send two months previously. You did not know that.

MR CARRIM: I did not know that.

ADV BALOYI SC: Sorry, can I just, before you move on, Mr Chaskalson, the way you say I am sending you what to write, who was Mr Matlala supposed to write to on this scheme?

20 **MR CARRIM:** He was supposed we were going to send him a text to write. Brown said we should tell Matlala to write a text which he must then forward to the Minister.

ADV BALOYI SC: Okay, thank you.

ADV CHASKALSON SC: Sorry, you were then asking Mr Matlala to write a text which he would then forward to the

Minister.

MR CARRIM: He would then forward it back and then me to Brown and then off onto the Minister.

ADV CHASKALSON SC: But you had not told him that you were dealing with Brown. So as far as he was concerned, he would forward it back to you and you, he would think that you would forward it to the Minister.

MR CARRIM: But at that time, Brown and Mogotsi were obviously talking, which I did not know about, but they were
10 talking.

ADV CHASKALSON SC: Yes, but we know what the facts of communication were. We know some of the facts of who was communicating with whom at the time. But I am trying to interrogate the plausibility of your version. And for that, we need to think our way back into what you knew at the time. And what your version has thus far been that before this Commission started ventilating facts about these exchanges, you did not know that Mr Mogotsi and Mr Matlala were independently talking to each other.

20 **MR CARRIM**: Yes.

ADV CHASKALSON SC: So, at the time that you wrote this, Mr Mogotsi, well, as far as you were concerned, Mr Matlala would not know about any role of Mr Mogotsi. So, you are suggesting that the plan was for a text to come back from Mr Matlala and for him to be told that you would

forward that text to the Minister.

MR CARRIM: That was the belief.

ADV CHASKALSON SC: But what was the purpose of your forwarding a text to the Minister? Why would not Mr Matlala just write directly to the Minister?

MR CARRIM: That was the advice of Mr Mogotsi.

ADV CHASKALSON SC: You see, it seems to me truly implausible advice for several reasons, and I would like you to comment on them one by one. The first is, it seems
10 utterly implausible that you would drop a bombshell like this, saying that you had spoken to the Minister, he called you back, and you are going to tell Mr Mogotsi what to write if you did not have what you wanted to give to Mr Mogotsi as what he had to write. That just seems a very implausible scheme. Your response to that?

ADV BALOYI SC: Mr Chaskalson, do you mean Mr Matlala?

ADV CHASKALSON SC: Mr Matlala, Mr Matlala. Sorry, I have confused those two more than once.

20 **MR CARRIM:** Like I said, counsel, Mr Mogotsi insisted that I send Mr Matlala these messages, convincing that I am able to send a text to the Minister regarding his cancellation.

ADV CHASKALSON SC: Yes, but on your version, you, neither you nor Mr Mogotsi, had the text that you were

going to offer Mr Matlala in that regard.

MR CARRIM: Yes, when I said I am sending you what to write, Mr Mogotsi did not come back to me. On the next day, Mr Matlala called me and said, he is not sending any text, he is not interested, he will then send this over to his lawyers, and that is where we left it.

ADV CHASKALSON SC: Well, we will come back to the next day shortly. But the second implausibility is, why send Mr Matlala a text for him to write, if the plan is that you will
10 actually send that text to the Minister?

MR CARRIM: We wanted him to refer his issues, or what were his issues, so he needed to write that letter.

ADV CHASKALSON SC: But you are the one who is going to send it to the Minister?

MR CARRIM: Yes, but it is not my contract, it is Mr Matlala's contract. He needed to tell us what his issues were, so he needed to write that text.

ADV CHASKALSON SC: But then you could not send him what to write, because you did not know what his issues
20 were. He needed to formulate what he ...[intervenes]

MR CARRIM: Yes, Brown explained that he would write this and give us a draft, and Matlala can add what he needed to add on, and then forward. But this was not the case. This never happened.

ADV CHASKALSON SC: So now the version is that

Brown's going to give you a draft. The draft will be filled out by Mr Matlala. It will then come back to you, and you will send it to the Minister.

MR CARRIM: That was the belief, yes.

ADV BALOYI SC: Sorry, may I just ask? You say that was the belief. I am just trying to understand how you explain this whole scheme. You say you did not have any connection or access to the Minister?

MR CARRIM: Yes.

10 **ADV BALOYI SC:** So, you were not the one that was going to send whatever goes to the Minister?

MR CARRIM: No, it was going to be Mr Mogotsi.

ADV BALOYI SC: You knew Mr Mogotsi to have a connection to the Minister?

MR CARRIM: Mr Mogotsi told me on several occasions that he is connected to the Minister.

ADV BALOYI SC: So, on this scheme, Mr Mogotsi would have forwarded this communication that you are preparing here to the Minister?

20 **MR CARRIM:** Yes.

ADV BALOYI SC: Thank you.

ADV CHASKALSON SC: And what was the plan? Was it that Mr Mogotsi would, through the scheme, that Mr Mogotsi could get to the Minister? The Minister would be persuaded to intervene and to resurrect this contract. Is that what the

plan was?

MR CARRIM: If you look at the message, good morning, Minister, if you can read into that context, I think what he was complaining here about, he was complaining here about having purchase orders being withheld. So, his cry was about the purchase orders not being given to him. He wanted to deliver and he wanted - the reason they were holding the purchase orders was to sabotage him. That is what he believed. So, he thought if he could get the
10 Ministers here, he could say, why am I not getting purchase orders? I need to deliver, the guys are holding my purchase orders, and I need to deliver on this contract.

ADV CHASKALSON SC: So, the plan was that a letter would be drafted by Mr Mogotsi, filled in in part by Mr Matlala, sent back to you. Mr Matlala believed that you would then send it to the Minister to sort out his problems and get him paid. You believed that Mr Mogotsi would send it to the Minister and sort out problems with payment on the contract. Is that correct?

20 **MR CARRIM**: Yes.

ADV CHASKALSON SC: So, you were hoping that through Mr Mogotsi's influence, the Minister would intervene in an operational matter at SAPS to ensure that Mr Matlala got paid.

MR CARRIM: Brown gave us the impression, yes.

ADV CHASKALSON SC: No, I am asking what you were hoping, not what impression was created.

MR CARRIM: Yes.

ADV CHASKALSON SC: You were hoping, yes.

MR CARRIM: Yes.

ADV CHASKALSON SC: So, you wanted Mr Mogotsi to persuade the Minister to intervene in an operational matter so that Mr Matlala got paid and you in turn got repaid.

MR CARRIM: Correct.

10 **ADV CHASKALSON SC:** You say this is the point at which Mr Matlala stopped answering your calls and started avoiding you.

MR CARRIM: Yes, you would be very brief. It is not at this point exactly, but he started to become more distant and more evasive.

ADV CHASKALSON SC: You see, when I look at the chats, I see the exact opposite. I see a more intense level of communication between you and Mr Matlala at this point than anywhere else in the chats. Let us look what happens
20 next. These texts get sent on the 6th. If we scroll down, we see on the 7th, 9th and 10th, there are calls from Mr Matlala to you, not the other way around. He is the one wanting contact.

MR CARRIM: Yes, I called before. If you can see on the top, I called him first.

ADV CHASKALSON SC: Yes, you called him on the 6th.

MR CARRIM: Yes.

ADV CHASKALSON SC: But after you have sent this text offering to get the Minister on board to have him paid, he tries to call you three times.

MR CARRIM: I called him first on the 10th, right on the top.

ADV CHASKALSON SC: No, no, if you go up to page 28, you will see that when you call him on the 10th, it is
10 returning his call. You see on the 7th, he calls. On the 9th, he calls. On the 10th, he calls. He calls at 13:50, and a minute later, you respond. You speak at 13:51. He calls you back at 14:15. The following day, he calls you again on the 11th at 15:01. You call him back at 15:02. You call again at 19:05. On the 12th, he calls at 09:34. You call back at 10:58. He calls again at 12:26, and again at 12:26, and then again at 12:27, when he says, I am at your house, brother. He has come to visit you.

MR CARRIM: Yes, that is correct.

20 **ADV CHASKALSON SC:** Is this someone who is avoiding you?

MR CARRIM: I did not say he avoided me immediately. I said during the course of May, he started becoming evasive. So, I put more pressure on him on my payments. So, when he asked to come to my house, he wanted to come and give

me an explanation on payments.

ADV CHASKALSON SC: Can I take you back to paragraph 30.3 so that you can see what your version was:

10 “The same message I sent to Vusi in May 2025 in terms of Brown's instruction was, I have now learned, sent by Vusi to Brown on 4 March 2025. This confirms that Brown and Vusi have already exchanged this message, and I cannot understand why Brown would advise me to resend it to Vusi. Thereafter, Vusi started avoiding me.”

So, you are saying Vusi started avoiding you after you sent the message that Brown had exchanged with Vusi in March. That was what your version was. Is that version incorrect?

MR CARRIM: Yes, from then on, he started avoiding me.

ADV CHASKALSON SC: From there on?

20 **MR CARRIM**: Yes, he started becoming evasive. I see all these calls. Yes, all these calls did happen, but they were mainly to discuss my payments.

ADV CHASKALSON SC: It is not just calls. He comes and visits you at your house on the 12th of May.

MR CARRIM: Correct.

ADV CHASKALSON SC: And the one who is not there is not him, it is you. You say:

“I am on my way, five minutes.”

MR CARRIM: Yes, I was on my way to see him. We had agreed that we will meet. He needed to bring me a payment plan.

ADV CHASKALSON SC: So, it does not look like he is avoiding you. At best, he is anxious that you might call in your debt and he is chasing you to try and make some arrangements. He is certainly not avoiding you. Your response?

10 **MR CARRIM**: I still say he was evasive.

ADV CHASKALSON SC: Let us look at the 13th. He approaches you:

“Salaam, can you take a call?”

Your response is networks, presumably. And then you say:

“I am at the mine.”

Presumably, you were not sure you had signal that would support a call. Is that correct?

MR CARRIM: That is correct.

ADV CHASKALSON SC: But he was asking for the call.

20 **MR CARRIM**: Yes.

ADV CHASKALSON SC: You eventually do have a call at 14:23 and at 14:26.

MR CARRIM: Yes.

ADV CHASKALSON SC: And later that day, he sends you a draft of his letter to SAPS about termination of the

contract. And see that draft at page 365. Go to 365. You will see.

MR CARRIM: Page 31 of my bundle.

ADV CHASKALSON SC: Sorry. Yes. 31 is where there is the reference to it. But the actual document itself is at page 365 of the same document. You go there. You will see a series of File 1, yes.

MR CARRIM: Yes.

ADV CHASKALSON SC: So, he has sent you a draft of a
10 letter to SAPS. But he is planning, his lawyers are planning to send on his behalf.

MR CARRIM: Yes.

ADV CHASKALSON SC: Is this wholly unrelated to what you said a week previously you would tell him to write?

MR CARRIM: No, it had nothing to do with that.

ADV CHASKALSON SC: But at the very least, he is not avoiding you. He is still exchanging drafts with you.

MR CARRIM: Yes, I have been putting pressure on him
...[intervenes]

20 **ADV BHANA SC**: In fairness to the witness, this is a signed letter. My learned friend keeps referring to a draft. It is a copy of a letter that seems to be actually sent. If you look at page 367.

CHAIRPERSON: Mr Chaskalson?

ADV CHASKALSON SC: It is signed. The electronic file

still describes it as draft. But I accept that it has been signed.

CHAIRPERSON: Thank you. Let us proceed.

ADV CHASKALSON SC: Then on the 14th of May, if we go back to page 31, you call him at 08:55. And at 10:27, he sends you a picture of the screen of an email from SAPS acknowledging receipt of correspondence. Did you understand what correspondence he was referring to?

MR CARRIM: He just sent me this text, or he sent me this.

10 It was in regards, I presume, for his contract.

ADV CHASKALSON SC: So, it was presumably a screen acknowledging receipt of the letter that we saw at 365? The letter that we just saw, the signed letter addressed to SAPS?

MR CARRIM: Yes, I am sure it is that.

ADV CHASKALSON SC: And did you understand it that way at the time?

MR CARRIM: No.

20 **ADV CHASKALSON SC**: No, you did not. Why did not you understand it that way? What did you understand it to be?

MR CARRIM: I just understood it in terms of his cancellation. I just looked at it and thought they have cancelled his contract now. And his contract is cancelled.

ADV CHASKALSON SC: No, but this is a letter from SAPS acknowledging receipt of a letter from somebody else. His

attorneys.

MR CARRIM: Yes, I saw that, but I did not look at it and think that it is wrong. I just saw it and I thought it is his termination, because it said termination of contract following the award. So, he was trying to tell me that his contract is terminated.

ADV CHASKALSON SC: No, he would already told you that his contract had been terminated. He told you, at the very least, by sending you the letter which took issue with
10 that termination. That was the letter 365 that he sent to you the previous day. If you go to 365, you will see it is headed termination of contract following the award of bid.

MR CARRIM: Yes, but he did not send me this letter. It is just a screenshot. I did not see the letter.

ADV CHASKALSON SC: So, why did you think he would send you a screenshot from SAPS?

MR CARRIM: Mr Matlala owes me money, so he is going to send me those screenshots.

ADV CHASKALSON SC: But the screenshot says:
20 “Receipt of your correspondence is hereby acknowledged. I will bring it to the attention of the National Commissioner.”

MR CARRIM: Like I said, he sent me this based on termination.

ADV CHASKALSON SC: Sorry, based on the termination?

MR CARRIM: Yes, when I looked at it, I saw termination. So, I thought he is trying to tell me his contract is terminated.

ADV CHASKALSON SC: But he would already told you that the night before.

MR CARRIM: Yes, he was probably trying to send me proof. That is how I read it.

ADV CHASKALSON SC: I see. Look, I want to put it to
10 you that it is fairly self-evident why he would send that to you. He would send it to you to say that the letter I shared with you has now been sent to the SAPS.

MR CARRIM: I shared no letter with him on the previous day, counsel.

ADV CHASKALSON SC: He shared a letter with you yesterday, 365.

MR CARRIM: No, I never received this letter.

ADV CHASKALSON SC: Sorry, your version now is that at
20 13:05.19:48, when he sent you the WhatsApp with an attachment described draft letter to SAPS national dated 13 May 2025. You did not receive that.

MR CARRIM: On the top. Yes, I see it is there, but I do not recall this message. I did not even open this message.

ADV CHASKALSON SC: You do not recall that message?

MR CARRIM: It is there, but I did not even open this

message.

ADV CHASKALSON SC: I see. So, you did not see the draft at 365?

MR CARRIM: No.

ADV CHASKALSON SC: I see. And you did not see fit to mention that in your statement when you were dealing with your exchanges with Mr Matlala?

MR CARRIM: Yes, it is the first time I am seeing this letter in the file now. I never opened this message.

10 **ADV CHASKALSON SC:** And your attorneys did not take that up with you? Did not ask you about this letter? That is been in the bundle for over a month now?

MR CARRIM: No.

ADV CHASKALSON SC: I see. Anyway, we are still dealing with Mr Matlala's alleged avoidance of you. He is now sent you a letter which is signed but has not yet been sent to the police. On the 13th, he sent you a screen from the police acknowledging receipt of that letter on the 14th.

MR CARRIM: On the 14th.

20 **ADV CHASKALSON SC:** And then on the 14th, he started to ask you about legal representation. He said:

“John Sullivan of Inge Oschman, Psalm Xavier Van Niekerk. These are the advocates. Can you ask around if they are strong or not?”

You remember receiving that?

MR CARRIM: Yes.

ADV CHASKALSON SC: And what did you understand he was asking for there?

MR CARRIM: He was obviously looking for legal representation.

ADV CHASKALSON SC: For what?

MR CARRIM: For his contract.

ADV CHASKALSON SC: For his contract, yes. So, what I
10 want to put to you is that if one actually looks at the
correspondence, there is nothing there that is consistent
with your version. That after the 6th of May email, Mr
Matlala was avoiding you. What the correspondence
actually looks like is an exchange of texts and messages
you would expect from someone who was looking for help
from the Minister with his contract and believed he was
speaking to a person who was connected to the Minister.

MR CARRIM: By that time, counsel, he knew that I had no
contacts.

20 **ADV CHASKALSON SC:** How do you know that he knew by
that stage?

MR CARRIM: Because he kept on saying to me, he is
going to sort out his problems with his legal team. He does
not need any intervention.

ADV CHASKALSON SC: I see. But then why was he

engaging with you about his legal team?

MR CARRIM: I have been putting pressure on him for my monies. I put a lot of pressure on him for my monies. So, he was trying to divert me now and tell me he is going to sue, or he is going to challenge the termination of the contract. That is what he was trying to do.

ADV CHASKALSON SC: I see. So, on your version, reconstructed with the benefit of hindsight, he knew that you were in cahoots with Mr Mogotsi and were pretending to
10 have a relationship with the Minister.

MR CARRIM: I think it was the other way around. He was in cahoots with Mr Mogotsi. They knew and they were playing me.

ADV CHASKALSON SC: So, he was in cahoots with Mr Mogotsi.

MR CARRIM: Yes.

ADV CHASKALSON SC: And what was he telling you?

MR CARRIM: I believe that they were in cahoots from what I see now after this. Whatever was exposed during the
20 Commission's times, I can now see that the two of them were playing me. I was in the middle.

ADV CHASKALSON SC: I see. So how do you understand this extensive correspondence after the 6th of May in the light of that theory?

MR CARRIM: Remember, he owes me money counsel. So,

he needs to communicate with me because, like I said, I was calling him continuously for my payments running out because he promised that there were payments in the system. He promised to make more payments, but payments were not coming forth.

ADV CHASKALSON SC: So, he is not avoiding you at all. He is engaging with you continuously to try and get you off his back.

MR CARRIM: He was avoiding on the issue of payments.
10 He would call for other reasons. I would always say to him, let us get down to sort out the payment plan, which never transpired. So, on the issue of my payments, he was evasive. He would never come clear and tell me when he is going to pay me.

ADV CHASKALSON SC: You see, when I look at paragraph 30.3, that is not what you are saying at all. What you are saying in paragraph 30.3 is that with hindsight, you realise that on the 6th of May, Mr Matlala understood that you had been misleading him about your access to the
20 Minister and then started avoiding you.

MR CARRIM: Yes.

ADV CHASKALSON SC: But the facts show that he did not start avoiding you at all. In fact, he increased his communications with you. If you compare the period from 6 to 14 May to the period that comes before it, it is probably

the period of most intense conversation between you. So why did you say he started avoiding you?

MR CARRIM: He started avoiding me on the issue of a payment plan. He did not want to come and sit down and draw up a payment plan. So, he kept on managing me with these calls, kept on calling me, kept on saying, no, we will do it today, we will do it tomorrow. The day that he came to my house, he was very impatient. He did not want to wait at all. He was in a hurry. And I said to him, I have got a
10 copy in my hand. We need to sign something. I am on my way.

ADV CHASKALSON SC: I want to put it to you that you have tried in the statement to create a version of Mr Matlala cutting off communication with you when he realises that you do not have purchase with the Minister. But in fact, that is not what the object of evidence shows at all. He did not realise that you did not have purchase with the Minister.

MR CARRIM: He did.

ADV CHASKALSON SC: It is not what the evidence
20 shows. And let me take the proposition further. Let us look at paragraph 42 of your statement on page 9. You say:

“Vusi ceased responding to me in or
about May 2025.”

MR CARRIM: Yes.

ADV CHASKALSON SC: Now, as late as 14 May, he was

messaging you, asking for advice on advocates. You see that on page 32 of the evidence bundle?

MR CARRIM: Yes.

ADV CHASKALSON SC: Later that day, he was arrested and he has been in custody ever since.

MR CARRIM: Yes.

ADV CHASKALSON SC: Did you try to contact him in custody?

MR CARRIM: No.

10 **ADV CHASKALSON SC**: So, when did he stop replying to you?

MR CARRIM: On that day. On the last day, I tried to call him. I could not get hold of him the day before. I can just go back to the calls. I think before he got arrested.

ADV CHASKALSON SC: So, your last call to him on page 31 is that ...[intervenes]

ADV KHUMALO SC: Mr Chaskalson, on the issue of arrest, Mr Carrim, when did you become aware that Mr Matlala had become arrested?

20 **MR CARRIM**: It was after it was on the news.

ADV KHUMALO SC: Immediately thereafter?

MR CARRIM: Yes.

ADV KHUMALO SC: Thank you.

ADV CHASKALSON SC: So, on the 14th of May, at 08:55, you tried to phone him?

MR CARRIM: Yes.

ADV CHASKALSON SC: That is page 31?

MR CARRIM: Yes.

ADV CHASKALSON SC: And did you speak to him at 18:55, do you recall?

MR CARRIM: No, he did not take the call. I do not recall speaking to him. Subsequent to that, he then sent this screenshot.

ADV CHASKALSON SC: Yes, then he asked your advice
10 on legal representatives, 12:52 and 12:53.

MR CARRIM: Yes.

ADV CHASKALSON SC: So, he is not stopped replying to you at that stage?

MR CARRIM: Yes, because remember, like I have said, I put a lot of pressure on him and I also said to him, I am going to institute a legal claim on my monies.

ADV CHASKALSON SC: No, I understand what you are saying now, but that is not what you said in your statement. In your statement, in paragraphs 42 on page 8 and 30.3 on
20 page 7, you create an impression of Mr Matlala essentially ghosting you after he discovers that you are using a second-hand message to claim that you have influence over the Minister. That is the impression one gets from reading your statement.

MR CARRIM: Yes, I am saying he was avoiding me to sit

down and work out a payment plan. He was evasive on that. He kept on communicating because he did not want me to institute a legal challenge.

ADV CHASKALSON SC: That is what you are saying now. That is not what you are saying in the statement at all.

MR CARRIM: In the statement, I meant he was evasive on coming. He did not want to meet me. He just refused to meet me. The day he came to my house, he did not even wait for two minutes. I said, I am on my way and he left.

10 **ADV CHASKALSON SC**: So now you are saying you did not meet at the house. He did not wait for you at the house.

MR CARRIM: I did say that previously, counsel.

ADV CHASKALSON SC: No, no, you did not say that previously.

MR CARRIM: I did. I said he was impatient. He did not wait for me.

ADV CHASKALSON SC: You said he was impatient?

MR CARRIM: Yes, he left.

20 **ADV CHASKALSON SC**: So, you are saying he then left?

MR CARRIM: Correct.

ADV CHASKALSON SC: Before you came in?

MR CARRIM: Yes, he left.

ADV CHASKALSON SC: I see. I did not understand your evidence in that regard, but the record will speak for itself.

Be that as it may, what you are saying in the statement is that he avoided you from March and he stopped replying to you – sorry, from May and he stopped replying to you sometime in May. He ceased responding to me in or about May. Now, the only point at which he ceased responding to you was when he was arrested.

MR CARRIM: I think he was arrested a few days after that.

ADV CHASKALSON SC: He was arrested on the 14th of May. He was arrested possibly a couple of hours before his
10 last communication to you.

MR CARRIM: Yes.

ADV CHASKALSON SC: So why did you say he stopped responding to you in May?

MR CARRIM: He stopped responding to me and him meeting to sort out the payment plan and have it signed.

ADV CHASKALSON SC: I see. So, what you wanted to say is we continued to meet regularly through May. In fact, we met more regularly than at any other stage in our communications, but he would not talk to me about a
20 payment plan. Is that what you are saying?

CHAIRPERSON: Met or communicated Mr Chaskalson?
Met or communicated?

ADV CHASKALSON SC: Met or communicated.

CHAIRPERSON: No, no, ...[intervenes]

MR CARRIM: Not met we never met.

ADV CHASKALSON SC: Communicated.

MR CARRIM: Yes, communicated.

ADV CHASKALSON SC: And your version now is you never met.

MR CARRIM: I am saying I never met.

ADV CHASKALSON SC: Yes, he did though come to your house.

MR CARRIM: He came to my house. I said to him, I am on my way. Wait for me. When I got there, he was impatient.

10 He left.

ADV CHASKALSON SC: But he was sufficiently interested in contact with you to come to the house?

MR CARRIM: Yes.

ADV CHASKALSON SC: Let us move to a separate topic. You say that you had no connections either to the Minister or within SAPS, and you just depended on Brown who you thought had those connections.

MR CARRIM: Yes.

20 **ADV CHASKALSON SC:** Can I take you to page 2 of the bundle? And there you will see that on the 7th of January, at 7 in the morning, Mr Matlala emails, WhatsApp's you:

“Salaam brother now is the time to start invoicing. Was wondering if I can see you before we send invoices. I can even come to your place. Please advise.”

And you respond essentially to say you are already in Cape Town for the January the 8th celebrations. You recall that?

MR CARRIM: Yes.

ADV CHASKALSON SC: Why would Mr Matlala want your advice on invoicing?

MR CARRIM: He did not want my advice on invoicing. Mr Matlala was looking for additional funding. And what he wanted to do was to bring the invoices to me, show me how much he is going to be claiming so that I could then top up
10 on the funding. He was looking for more money here.

ADV CHASKALSON SC: But why would he then want to see you before he sent the invoices? Why would not he come to you with the invoices? Why would not he come to you with the invoices that he had already sent?

MR CARRIM: I have no idea. I have never been involved in any of his invoicing. I do not even know how his invoicing document looks.

ADV CHASKALSON SC: Sorry, you do not know how invoicing in government works?

20 **MR CARRIM**: No, no, I said I do not know how Mr Matlala's invoices work.

ADV CHASKALSON SC: Oh, how his invoicing works. Let us go down to page four. 30th of January 11:57. You are back from Cape Town and now Mr Matlala says:

“Salaam, brother, can you please check

with your guys how far is payment?”

12:13, you say:

“Checking. Will revert.”

He says:

“Thanks.”

The next day you say:

“Morning. They say payment is done. I
am waiting for the remittance.”

So, the first question is, why did Mr Matlala think that you
10 had people who could find out how payment was
progressing at SAPS?

MR CARRIM: Remember, he knew that I had a contact.
He knew that I had a contact in SAPS and that was Mr
Brown Mogotsi.

ADV CHASKALSON SC: He did not know it was Mogotsi,
but he knew. He knew there was someone.

MR CARRIM: He knew there was someone, yes.

ADV CHASKALSON SC: And when you said checking will
revert, you were actually checking with Mr Mogotsi.

20 **MR CARRIM**: Correct, counsel.

ADV BALOYI SC: Mr Carrim, is there a reason and non-
reason why Mr Matlala, who is contracted to the SAPS,
could not check this information himself? Why did he need
to come through you?

MR CARRIM: I have no idea, counsel. He asked me. I do

not know why he did that. But if we can move on, we will see on the next page or after some time, he then sends me a screenshot of the payments.

ADV BALOYI SC: And he did not care to you to say, why do not you check because you have direct access?

MR CARRIM: Sorry.

ADV BALOYI SC: It did not occur to you to say to him, why do you not check to say to him, why does he not check with the SAPS people? Because he is obviously dealing
10 with SAPS people.

MR CARRIM: He is contracted to them. I said he must check with them. But he felt there was a sabotage and that people are holding his invoices and not paying him.

ADV BALOYI SC: Thank you.

ADV KHUMALO SC: Mr Carrim, can you be specific about what you told Mr Matlala that made him believe that you have contact within SAPS? Because your response now is, he thought you had contact within SAPS, but it was Mr Mogotsi. But can you just be more specific about what
20 exactly you told him that made him believe that you had contact within SAPS? And who did you say within SAPS would be providing you this information?

MR CARRIM: I gave him no names. I just said to him, I know people and I will check with this person. This person is well connected. So as and when there are challenges, he

would call me and double check with me. And then I will talk to Mr Mogotsi and say, can you check on the payments? Can you follow up? Can you see what is happening? And then Mr Mogotsi would then respond to me and say, yes, it is getting done. Payment is here. Payment is there. I do not know who Mr Mogotsi was talking to.

CHAIRPERSON: I think, Mr Carrim, the question relates to much, much earlier. Because at this stage, Mr Matlala already believes that you are connected to someone within
10 SAPS. The question relates to much, much earlier. And it actually ties in with a question I had asked you as to how you got Mr Matlala to believe that you had such a connection. What did you say to him?

MR CARRIM: I just said to him, I have someone who is well connected and knows. But when I do say to him, they say payment is done. Because Mr Mogotsi said payment is done. And immediately after that, Mr Mogotsi said ...[intervenes]

CHAIRPERSON: No, no, no, no. My question does not
20 relate to that.

MR CARRIM: I am trying to show you how he got convinced. When I say to him, payment is done, I then speak to Mr Mogotsi. Mr Mogotsi says payment will be done.

CHAIRPERSON: No, the interest is the initial stage, when

he got to believe that you had this contact or connection. I am not talking about the stage with regard to this enquiry. And indeed, even Commissioner Khumalo's question does not relate to the stage of this enquiry about payment. It is about the very initial stage.

MR CARRIM: Initial stages, yes. That was around June when I went back to him. When he said to me, when I went back to him, when I was doing my due diligence, I went back to him and said to him, look, I have got someone and
10 they verified, yes, your contract is there. And I have someone inside. And he believed that I had someone.

ADV BALOYI SC: Maybe on that, just so that I do not forget it. Why would you – you are about to advance a lot of money to someone who says, I have a contract with the SAPS. Why would you ask Mr Mogotsi to verify instead of asking Mr Matlala to give you proof that he does have this contract? It does not make sense to me that you would go about the long way of Mr Mogotsi when, in fact, you are face to face with Mr Matlala, to whom you are giving money,
20 that you do not say to him as part of your due diligence, you say, give me proof that you have been awarded the contract and you would rather, as part of your due diligence, rely on an outsider that you say has nothing to do with this contract, Mr Mogotsi.

MR CARRIM: Commissioner, he did show me proof. But I

just wanted to satisfy myself. That is why I asked Mr Mogotsi.

ADV BALOYI SC: So, when you say he showed you proof, what did he show you?

MR CARRIM: He showed me a letter.

ADV BALOYI SC: From the SAPS?

MR CARRIM: Yes.

ADV BALOYI SC: Okay, thank you.

ADV CHASKALSON SC: If we can go down, at 10:04 you
10 send three texts:

“Morning, they say payment is done, I am
waiting for the remittance.”

Who promised you a remittance?

MR CARRIM: Mr Mogotsi.

ADV CHASKALSON SC: I see. Over the page - sorry, did Mr Mogotsi say where he was going to get the remittance from?

MR CARRIM: No, he just said to me he will get a remittance and forward it to me so that I could send it on to
20 Mr Matlala.

ADV CHASKALSON SC: Sorry, he said he had a remittance.

MR CARRIM: He said he is getting one.

ADV CHASKALSON SC: He is getting one. Over the page, you see later that day, Mr Matlala says:

“You are winning with the remittance.”

Asks you, and you say:

“Not yet.”

Then you say:

“The lady insists it is paid.”

Who is the lady?

MR CARRIM: Brown said to me the lady, when I spoke to Brown on the call, he said to me the lady said it is paid. So, I just took that and sent it to Mr Matlala.

10 **ADV CHASKALSON SC**: So, Brown mentioned a lady, but when I asked you a minute ago, you made no mention of the lady. You just said he is getting a remittance.

MR CARRIM: No, no, no, I said it is on my text here. Brown did say a lady.

ADV CHASKALSON SC: Brown said a lady?

MR CARRIM: Yes, Brown told me a lady.

ADV CHASKALSON SC: You did not mention the lady when I asked you two minutes ago.

MR CARRIM: It is here. It is on my text.

20 **ADV CHASKALSON SC**: No, it is on your text. It was not in your answer, though. Why did not you mention the lady when I asked you?

MR CARRIM: Well, I just said paid, but now I see it is a lady. It is there. So, I will retract that and say the lady.

ADV CHASKALSON SC: So, it is the lady who said, do

you know who this lady is?

MR CARRIM: No idea, counsel.

ADV BALOYI SC: And why did you expect that Mr Matlala would know who is the lady? If you do not know who the lady is, you are not talking to him about a lady, as you say. When you say the lady, how did you expect he would know who you are speaking about?

MR CARRIM: I just said the lady says it is paid. There is a person there, but it is a lady. She says it is paid,
10 because that is what Mr Mogotsi told me. The lady said it is paid. So, I just took that phrase and forwarded it onto ...[intervenues]

ADV BALOYI SC: Yes, forget a bit what Mr Mogotsi told you. You are sending this message, and you say the lady. You do not say they insist it is paid. You say the lady insists it is paid. So, it gives the impression that you and Mr Matlala know, or at least you expect Mr Matlala knows who you are talking about, the lady, whether it is SAPS, whoever. How did you expect he would know who you are
20 speaking about?

MR CARRIM: Brown told me it is a lady, and he is speaking to some lady. And the lady says it is paid. So, I just took that and forwarded it onto Mr Matlala.

ADV BALOYI SC: I am asking you a different question. How did you expect Mr Matlala would know there is a lady

who is dealing with a processing ...[intervenes]

MR CARRIM: I did not expect him to know.

ADV BALOYI SC: Let me finish. I am not asking about what Mr Mogotsi said to you. I am asking about your communicating with Mr Matlala. How do you expect that he will know and accept that indeed payment will be made when all you say is the lady insists it is paid? How would he know what lady you are talking about unless you knew that he knows what lady you are talking about?

10 **MR CARRIM:** It was just from Brown. We just knew it was a lady. So, I just took that and forwarded it onto him. What he thought, I did not know, Commissioner.

ADV BALOYI SC: Thank you.

ADV CHASKALSON SC: So, you relayed to him on the 31st of January that payment had been made?

MR CARRIM: I said I am just waiting for proof.

ADV CHASKALSON SC: Yes, you were waiting for proof, but you had been told either directly from an insider or indirectly through Brown Mogotsi from an insider that
20 payment had been made. The lady insists it is paid.

MR CARRIM: Yes.

ADV CHASKALSON SC: That was on the 31st.

MR CARRIM: Yes.

ADV CHASKALSON SC: If we go down to page 6 on 3 February, Mr Matlala sends you a payment screen.

MR CARRIM: Yes.

ADV CHASKALSON SC: And on that payment screen one sees that the payment date is in fact the 31st of January.

MR CARRIM: Yes.

ADV CHASKALSON SC: So, whoever was speaking to either you or Mr Mogotsi was someone inside SAPS with access to their payment systems.

MR CARRIM: Yes, it was Mr Mogotsi.

ADV CHASKALSON SC: Well, it was not Mr Mogotsi. You
10 say someone was speaking to Mr Mogotsi.

MR CARRIM: Yes.

ADV CHASKALSON SC: Well, Mr Mogotsi is coming back. We will have to ask him whether he confirms your version or not. But one of you had access to someone inside the SAPS payment system who could tell you when payment had been made.

MR CARRIM: From this text it is clear that Mr Matlala had someone inside.

ADV CHASKALSON SC: I am not asking about Mr Matlala
20 now. I am asking about yourself and Mr Mogotsi. Between the two of you, you had access to someone inside SAPS who could tell you when invoices were being paid. Would you accept that?

MR CARRIM: Mr Brown Mogotsi, not myself. I had no one.

ADV CHASKALSON SC: I understand your version. But

one of the two of you had access to someone who could say when accounts were going to be paid.

MR CARRIM: That is not what happened. Mr Mogotsi told me that he is got someone, and that is my message to Mr Matlala saying, yes, the invoices are paid on confirmation from Mr Mogotsi. I had spoken to no one.

ADV CHASKALSON SC: Yes. So, your version is you spoke to no one other than Mogotsi.

MR CARRIM: Yes.

10 **ADV CHASKALSON SC**: But why you wanted to speak to Mogotsi is that you knew that he was connected.

MR CARRIM: Yes.

ADV CHASKALSON SC: He would have access, you thought, to someone inside SAPS who could answer these sorts of questions.

MR CARRIM: Yes.

ADV CHASKALSON SC: So, on your version, you did not directly have access to anybody in SAPS. You had to go through Mr Mogotsi, but you deliberately went through Mr
20 Mogotsi because you believed he had access to someone in SAPS.

MR CARRIM: He told me he has access, yes.

ADV CHASKALSON SC: Yes, Mr Mogotsi has told lots of people lots of things that you believed him.

MR CARRIM: At that point, when he said it is paid, and

when Mr Matlala sent this, I believed that, yes, he did have someone.

ADV CHASKALSON SC: Let me move to a different topic. Can I ask you to go to page 6 of the bundle? The evidence bundle.

MR CARRIM: Yes, I am on that bundle.

ADV CHASKALSON SC: Now, on the 3rd of February, at 1441, you WhatsApp Mr Matlala a proof of banking letter for Tameez Investments.

10 **MR CARRIM:** Yes.

ADV CHASKALSON SC: Now, why did you WhatsApp him a proof of banking letter for Tameez Investments if the vehicle for the contract was Ziggy?

MR CARRIM: The funding was done from two companies. So, part of the funding came from Tameez Investments. Ziggy did not have the full capacity to do it. So, some of the money came from Tameez.

ADV CHASKALSON SC: But the contracting party was Ziggy.

20 **MR CARRIM:** Yes.

ADV CHASKALSON SC: So why would you provide for money to be paid back to Tameez if the true contracting party was Ziggy? Why would not you provide? I would imagine in your internal books you had an arrangement in terms of which Tameez advanced a loan to Ziggy, which

then was reflected in a payment to Medicare 2024, that of that R10 million, some of it was loaned from Tameez to Ziggy and paid to Medicare 24.

MR CARRIM: Yes, I needed to pay back Tameez first. So that is why I gave him Tameez's details.

ADV CHASKALSON SC: But it should not have gone through the books of Ziggy if Ziggy was the principal and if the arrangement was there was a loan from Tameez to Ziggy and from Ziggy to Mr Matlala. Is that not the correct
10 way of doing that, getting Mr Matlala to pay back his counterparty and arranging that Tameez ...[intervenes]

MR CARRIM: The payments went out directly from Tameez, so my accountant advised that they go back into Tameez.

ADV CHASKALSON SC: So, your accountant advised that although Tameez was actually lending money not to Mr Matlala but to Ziggy, Mr Matlala should pay back Tameez, not Ziggy.

MR CARRIM: No, he should pay back Tameez first, that
20 was the arrangement.

ADV CHASKALSON SC: Yes, but why would he pay Tameez directly?

MR CARRIM: Because ...[intervenes]

ADV CHASKALSON SC: If his contractual relationship was with Ziggy.

MR CARRIM: Yes, we would ask him to pay that company back first because Tameez was part of the loan.

ADV CHASKALSON SC: Did Tameez lend money to Mr Matlala or did Tameez lend money to Ziggy?

MR CARRIM: It lent money to Mr Matlala via Ziggy.

ADV CHASKALSON SC: You see, that is not the version that you give in your statement. In your statement you say that any monies that came from Tameez were advanced to Mr Matlala on behalf of Ziggy. Can I take you to the
10 relevant part of your statement?

MR CARRIM: Yes.

ADV CHASKALSON SC: It is page 3, paragraph 12.

MR CARRIM: Yes.

ADV CHASKALSON SC:

“In terms of our agreement, the following payments were made to Medicare by or on behalf of Ziggy.”

And then you say Ziggy paid 5 million on the 26th of June and then on 7th Tameez paid 25 million to Medicare on
20 behalf of Ziggy.

MR CARRIM: Two and a half.

ADV CHASKALSON SC: Two and a half. On 15 July and 24 July Tameez paid 1.5 and 1 million on behalf of Ziggy. So, your version in your statement is that these are payments by Ziggy which are made on behalf of Ziggy by

Tameez.

MR CARRIM: Yes.

ADV CHASKALSON SC: Did you tell that to your accountant? Did you explain that to your accountant?

MR CARRIM: Yes.

ADV CHASKALSON SC: And he still said get Medicare 24 to pay Tameez back, not Ziggy back?

MR CARRIM: To pay Tameez first and once Tameez's debt is cleared we will then start paying Ziggy.

10 **ADV CHASKALSON SC:** But Tameez's debt was a debt to Ziggy, not a debt to Medicare.

MR CARRIM: Yes, but we wanted to pay Tameez first, so we asked Mr Matlala to pay the money directly into Tameez's Investment.

ADV CHASKALSON SC: And you took advice from an accountant on this?

MR CARRIM: Yes.

ADV CHASKALSON SC: Who was your accountant who advised you this?

20 **MR CARRIM:** I will have to check his name. It is MSM Accounts or something like that.

ADV CHASKALSON SC: Sorry, you do not know the name of your accountant?

MR CARRIM: MSM Accounting.

ADV CHASKALSON SC: MSM Accountants.

MR CARRIM: Yes.

ADV CHASKALSON SC: Let us go back to the payment. On page 6 of the evidence bundle at the foot of the page you see that on the 4th of February 2025 Mr Matlala WhatsApp's you a proof of payment and that proof of payment is at page 36 of the bundle. It is the 1.5 million payments from Medicare to Tameez.

MR CARRIM: Yes.

ADV CHASKALSON SC: If you can then go to page 535
10 you will see that 7 seconds after Mr Matlala sent you proof of payment to Tameez, he sends the same proof of payment to Mr Morgan Maumela.

MR CARRIM: Correct.

ADV CHASKALSON SC: And that proof of payment that he sends to Mr Maumela is at page 537.

MR CARRIM: Fine.

ADV CHASKALSON SC: If we go back to page 7 537, sorry, 537. It is the same proof of payment. This time it was sent to Mr Maumela.

20 **MR CARRIM:** Yes.

ADV CHASKALSON SC: If you go back to page 7 you will see that at 15:13:31 this is another 12 seconds after the proof of payment has been sent to Mr Maumela Mr Matlala calls you.

MR CARRIM: Yes.

ADV CHASKALSON SC: What was he calling about?

MR CARRIM: Which page is that counsel? Page 7?

ADV CHASKALSON SC: On page 7, yes. At 15:13:31 he is just given you proof of payment you have acknowledged receipt of the proof of payment and then he calls you. Do you remember what he called you about?

MR CARRIM: Yes.

ADV CHASKALSON SC: What would he call you about?

MR CARRIM: He called me and asked me, well before this
10 he would already engage me to advance some monies to Mr Morgan Maumela on his behalf.

ADV CHASKALSON SC: To advance monies to Mr Morgan Maumela?

MR CARRIM: On his behalf, yes.

ADV CHASKALSON SC: On his behalf.

MR CARRIM: Yes.

ADV CHASKALSON SC: Now, by this stage you had been worried for quite some time that you were not being paid on this contract.

20 **MR CARRIM:** Yes, that is correct.

ADV CHASKALSON SC: Why did you agree to take a third of your first payment and give it to Mr Maumela on behalf of Mr Matlala?

MR CARRIM: The reason for that, Mr Matlala kept on putting pressure on me to please advance this money to

Morgan. I did ask him why he cannot do it directly. He said please do it on my behalf and on my next payment I will reimburse you and at that time we had quite a lot of payments that still needed to go into the system. So, I needed to keep Mr Matlala happy at the same time knowing that there are more payments coming in I then agreed to advance this money to Mr Maumela.

ADV CHASKALSON SC: So, although by this stage you were already worried about ...[intervenes]

10 **CHAIRPERSON:** I was just wondering if ...[intervenes]

ADV CHASKALSON SC: The lunch break.

CHAIRPERSON: Yes, please.

ADV CHASKALSON SC: We can pick it up after lunch.

CHAIRPERSON: Yes, let us adjourn and resume at 2 pm.

Thank you.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Yes, Mr Chaskalson?

20 **ADV CHASKALSON SC:** Thank you, Chair. Mr Carrim, we were on page 7 of the evidence bundle, and just to recap for context, Mr Matlala had sent you proof of payment of 1.5 million from Medicare to Tameez.

MR CARRIM: Correct.

ADV CHASKALSON SC: You had acknowledged receipt. There was a call from Mr Matlala to you, and then you

responded in a text at 15:17 on the 4th of February:

“Morgan sorted.”

And you confirmed that the Morgan to whom you were referring was Mr Maumela.

MR CARRIM: Correct.

ADV CHASKALSON SC: How long have you been on first-name terms with Mr Maumela?

MR CARRIM: Around about 2021, Counsel, my son and myself were looking for a house in Johannesburg. We
10 found an estate agent, and I was in Mafikeng at the time. My son saw the house, my wife saw the house, only to find this was Mr Maumela's house. In 2021, we bought it through an estate agent. In 2021, around November, December, we bought this house.

I did not meet Mr Maumela at that time. He met with my family. I was still in Mafikeng. So for that time, we did not meet. In about February 2022, there were some issues with the house and there is a lot of things that needed some work. And he obviously knew the people who
20 were dealing, obviously the contractors and the home entertainment system. We then reached out. Mr Maumela came to the house.

That was the first time I met him, introduced himself. At that time, just introduced himself as Mr Morgan Maumela. I then explained him what the challenges with

the house were. He was quite friendly and gentleman. We then started engaging. He started helping me with the house, fixing up the repairs, sorting me out. And in that, we became friends from about 2022.

ADV CHASKALSON SC: And have you had any business dealings with Mr Maumela since you became friends?

MR CARRIM: Ja, there were a few. We had some deals that were supposed to happen.

CHAIRPERSON: That were not supposed to happen?

10 **MR CARRIM:** Yes, there was a deal that was supposed to take place.

ADV CHASKALSON SC: And what did that deal concern?

MR CARRIM: It was into a mining operation and a wash plant and a crushing plant with chrome.

ADV CHASKALSON SC: And now, when you said Morgan sorted, you were referring to a payment of R500 000 for the benefit of Mr Maumela.

MR CARRIM: That is right.

20 **ADV CHASKALSON SC:** And that payment was to Luthaga Trading Enterprise.

MR CARRIM: That is right.

ADV CHASKALSON SC: Who asked you to pay Mr Maumela?

MR CARRIM: Mr Matlala.

ADV CHASKALSON SC: And who asked you to pay Mr

Maumela through Luthaga Trading Enterprise?

MR CARRIM: Mr Maumela.

ADV CHASKALSON SC: Mr Maumela asked you to pay Luthaga Trading Enterprise?

MR CARRIM: Yes.

ADV CHASKALSON SC: When did you speak to Mr Maumela to receive that instruction?

MR CARRIM: It was before we got that payment, he had already been talking to me, saying that he had spoken to Mr
10 Matlala and that he asked Mr Matlala that Mr Matlala needs to pay him his money and Mr Matlala said to him he is busy talking to me.

ADV CHASKALSON SC: And so, when were these conversations that you had with Mr Maumela?

MR CARRIM: Sometime just before the payments, Feb. A few days before the payments.

ADV CHASKALSON SC: And he said to you Mr Matlala owes me money.

MR CARRIM: Mr Matlala approached me and said, look, I
20 need you to pay Mr Maumela. He wanted me to pay him a big amount and I said, how do I pay him half of this money? It just does not make sense. I mean, you are not paying me but now you want me to pay 750 of this money. He says, no, Mr Maumela needs the money, can you do this? I said, look, I cannot do 750. And I then agreed to do 500 because

we knew that there were more invoices coming, or he knew, I should say. Let me rephrase that. Mr Matlala said to me there is more invoices that are still owed to him and then he will then talk me up on the next payment. But in total, he wanted me to give Mr Maumela R750 000.

ADV CHASKALSON SC: So he wanted you to pay Mr Maumela R750 000, although you did not have to pay Mr Maumela anything, you agreed to pay R500 000.

MR CARRIM: Yes, at that time I needed to keep, like I
10 said, I needed to keep Cat happy and I needed to make sure that on the next payment I get another payment. So that was what I was looking to do. Keep Mr Matlala happy, pacify him. I did not want to make the payment but he insisted. He asked me, please. So I thought if I do not do this payment, I might not get a payment on the next one.

ADV CHASKALSON SC: And you said Mr Maumela said that the payment should go to Luthaga.

MR CARRIM: Yes.

ADV CHASKALSON SC: And when did he say that?

20 **MR CARRIM:** It was just after we got paid.

ADV CHASKALSON SC: Just after you got paid?

MR CARRIM: Ja.

ADV CHASKALSON SC: So you got paid at, or you received proof of payment at 15:13 on the 4th of February and at 15:17:21 you texted back Morgan sorted. So did you

call Mr Maumela in those four minutes after you received proof of payment?

MR CARRIM: No, no, he knew the payment was in. Mr Matlala informed him that the payment was in.

ADV CHASKALSON SC: Yes, but he only informed Mr Maumela at 15:13.

MR CARRIM: Which document are you referring to?

ADV CHASKALSON SC: If you go to page 535.

CHAIRPERSON: It is flagged as what?

10 **ADV CHASKALSON SC**: At 535 you see that the proof of payment is emailed from Mr Matlala to Mr Maumela at 15:13:19, a couple of seconds after, seven seconds after it is emailed to you, WhatsApp'ed to you.

MR CARRIM: Yes.

ADV CHASKALSON SC: So between your receiving the proof of payment at 15:13:12 and your text to Mr Matlala at 15:17 saying Morgan sorted, if you only called Mr Maumela after you received proof of payment, then it would have had to have been in those four minutes.

20 **MR CARRIM**: Counsel, I said after we received payment from SAPS.

ADV CHASKALSON SC: After you received payment from SAPS?

MR CARRIM: After Mr Matlala received payment from SAPS, not me. After Mr Matlala received his payment from

SAPS.

ADV CHASKALSON SC: Yes, but he received his payment from SAPS. If we go back to that payment screen, I think it was on the 4th of February was when payment was going to materialise.

MR CARRIM: I think it was on the 31st, somewhere there.

ADV CHASKALSON SC: No, no, that is when the payment was processed. It arrived. So if you go back to that screen.

10 **MR CARRIM**: What page is that?

ADV CHASKALSON SC: It is page 6 of the evidence bundle.

MR CARRIM: File 1?

ADV CHASKALSON SC: File 1, page 6. So you see straddling pages 5 and 6, there is the screen which has two dates. The one date is when payment is processed and the other date is, I think, is when it is going to be deposited in an account. 31st January, 4th of February. But underneath, Mr Matlala says:

20 “Confirm all ...[indistinct] to be delivered
4 February tomorrow. Tomorrow
...[indistinct].”

And you say:

“Sure, brother.”

MR CARRIM: Yes, the payment reflected on midnight of

the 4th.

ADV CHASKALSON SC: Midnight of the 4th?

MR CARRIM: Yes.

ADV CHASKALSON SC: So you then, at some stage, called Mr Maumela to say I am ready to pay you.

MR CARRIM: Mr Matlala informed him that he is going to be paid on that day. And that is when Mr Maumela made contact and told me to pay.

ADV CHASKALSON SC: Yes, but I am interested in when
10 you spoke to him because ...[intervenes].

MR CARRIM: It was in the day, like I said, after the payment.

ADV CHASKALSON SC: Yes, and if I understood your evidence correctly, he was the one who said do not pay me personally, pay Luthaga.

MR CARRIM: That was his instruction.

ADV CHASKALSON SC: Right, and it came from him in a call on the 4th.

MR CARRIM: That is correct.

20 **ADV CHASKALSON SC:** Now, this was not your first payment to Luthaga, is that correct?

MR CARRIM: That is correct.

ADV CHASKALSON SC: So if we go to page 499, and that is the Bundle 2, File 2 of the evidence bundle.

MR CARRIM: Yes.

ADV CHASKALSON SC: You will see that between December 2023 and November 2024, Ziggy paid Luthaga R42 427 540. And over the period August 2024 to March 2025, Tameez paid Luthaga R3 250 000.

MR CARRIM: Which R750 000 was from Mr Matlala.

ADV CHASKALSON SC: R750 000 of these two Matlala payments.

MR CARRIM: Yes.

ADV CHASKALSON SC: Yes, so the net payment from
10 Tameez to Luthaga was R2 500 000.

MR CARRIM: That is correct.

ADV KHUMALO SC: Mr Chaskalson, to assist with the transcription, can you just Luthaga's name, just spell it?

ADV CHASKALSON SC: L-u-t-h-a-g-a Trading Enterprise. Now, why did you pay, why did Ziggy pay Luthaga R42 427 000 over the period December 2023 to November 2024?

MR CARRIM: Can I elaborate on that, Counsel? Can I elaborate?

ADV CHASKALSON SC: Can you?

20 **MR CARRIM:** Elaborate, can I?

ADV CHASKALSON SC: Please do.

MR CARRIM: like I said, I met Mr Maumela in 2022. We did a lot of work on my house together. We became friendly. Mr Maumela was a gentleman. He was very helpful. Subsequent to that, we became friends. In about

2023, I was discussing a business idea with him going into a mining project. Into a wash plant and a crusher plant with a mine because was the idea that we had, I had, which I shared with him, Mr Maumela was quite keen on investing with me, and I said to him, okay, it is fine. If it makes sense and you feel it is good for you, we can go ahead and do this transaction.

I then presented a business proposal to him. We then agreed we will call this vehicle ChromeCore. So, the
10 vehicle was going to be called ChromeCore, and one of my entities would own 50% of it, and one of his entities would own 50% of the vehicle. We needed to raise money because, obviously, mining is quite cash-intensive and it needs a lot of cash to operate.

We then agreed we would both each raise 50 million and 5 million capital. We agreed on that. Mr Maumela then said to me, I said to him, look, I will raise my part, you go and raise your part. I then asked him, because he was taking a lot of time and I wanted to move with the
20 project because this was my idea. He then said to me he is going to sell an asset.

Once he sells the asset, he will be able to fund the project. I said, that is fine for me. How much time will it take? He gave me some timelines, and then subsequent to that, he had sold this asset. He then said to me the monies

are going to be transferred into a lawyer's trust account. I do not know the name of the lawyer at that time. And then because ChromeCore was new and we did not have a bank account, those monies will then be brought into Ziggy as his part of the project.

ADV CHASKALSON SC: Sorry, ChromeCore did not have a bank account because it is new. So the money that he makes from selling the asset is going to be paid over to Ziggy?

10 **MR CARRIM:** Yes, it is going to come in as a loan into Ziggy.

ADV CHASKALSON SC: And when was this?

MR CARRIM: This was happening in 2023, around, I should say, we started talking from about August, October, November. It was quite intensive because there was a lot of meetings, a lot of work. We did a lot of presentations because it was a big amount of money for both parties. So we had to discuss it extensively.

ADV CHASKALSON SC: But I still need to understand why
20 Ziggy paid Luthaga 35 million in December 2020.

MR CARRIM: I am getting to that. So once the money got transferred to the lawyer's trust account, the money came to me. I was overjoyed now because I could start the project because I was ...[intervenes].

ADV CHASKALSON SC: And what was the amount of

money that came in, the full 50 million?

MR CARRIM: It was close to about 56 million, if I am not mistaken.

ADV CHASKALSON SC: And just to clarify, that was 56 million that Mr Maumela paid into the trust account?

MR CARRIM: He just said to me it was a sale of an asset. I do not ...[intervenes].

ADV CHASKALSON SC: No, no, but you said once the money came in. The money that came in was Mr Maumela's
10 money. It was not your joint contribution.

MR CARRIM: No, no, no, no. That was his money.

ADV CHASKALSON SC: And you estimate that amount at 56 million?

MR CARRIM: It was 56 million and some odd, yes.

ADV CHASKALSON SC: Yes.

MR CARRIM: Subsequent to me receiving the funds, Mr Maumela then approaches me and tells me that he has got challenges with his current house. He is paying penalties and he is losing R1 000 000 a month on penalties with
20 contractors. So if he could please take some of his money and complete his house and then he would bring back the funds so that he could continue with the project.

For me, it was a slap in the face because I had committed. I needed to move with the project. I had made commitments. Now Mr Maumela is now telling me he needs

to pull out of the deal and he needs to finish his house. It was his money. So he then asked for a refund and said, once he is okay, he will bring the money back. He then instructed me to pay his monies to Luthaga.

And then I said to him, look, Mr Maumela, you are in breach of contract now. I mean, I have committed. The project needs to start. You are now taking our funds. He said, no, I will come back. I will make a plan. The monies will come. I am going to sell this. I am going to sell that.

10 And I had to refund that money.

ADV CHASKALSON SC: So you said you pointed out to him he was in breach of contract. Were there written contracts in relation to this?

MR CARRIM: We had a two-pager that we drew up on that, but we shook hands on the 56 and we said, look, once the assets are bought, we will then draw up a formal agreement. Once you buy the assets, once you put up the wash plant, once you put up the crusher, and once I bring the plant, the actual yellow metal, we will then draw up an
20 agreement.

ADV CHASKALSON SC: And did you have any lawyers involved at this stage of proceedings?

MR CARRIM: No, it was just me and Mr Maumela for now.

ADV CHASKALSON SC: And do you have a copy of that two-pager?

MR CARRIM: I will have to check in my office. There was someone in my office, Counsel, that drew that up.

ADV CHASKALSON SC: But that two-pager, as I understand it, regulated what would happen to R50 000 000 of your money. You would put in R50 000 000.

MR CARRIM: Sorry?

ADV CHASKALSON SC: He put in 56, but you said you came up with the money. You put in 50 million too.

MR CARRIM: No, no, I said he put up and I had to put up.

10 **ADV CHASKALSON SC**: Yes, but his was the 56. You had to put up your own 50.

MR CARRIM: Also 55.

ADV CHASKALSON SC: 55, yes. That two-pager was going to govern what you could and could or could not do with R55 000 000 of your money and what your right of recourse was against Mr Maumela in respect of 56 million that he had put in.

MR CARRIM: It was just an agreement saying that we are going to start this venture. This is what we are putting in.

20 **ADV CHASKALSON SC**: Well, we would like to see that agreement. Can I ask that you arrange to have a copy of that agreement sent through here? It does not have to be right now. So he had put in 56 million.

MR CARRIM: Correct.

ADV CHASKALSON SC: And he said he wanted to pay

contractors at his house because he was incurring penalties.

MR CARRIM: Correct.

ADV CHASKALSON SC: And even though you had committed 55 million of your own money for this project, you decided, well, you would give him that money back.

MR CARRIM: It is his money, Counsel. I could not hold on to that money. It is his money. The man said to me he needs it and he gave me a commitment that in a couple of
10 months he would bring it back. To date, he never brought it back. He is still in breach. He did not bring it back. I continue with the project without him. And now, because of that, I had to put up a wash plant or I have to outsource washing and crushing, which is costing me more money.

ADV CHASKALSON SC: And did you ever investigate why Luthaga was the vehicle that he wanted you to put the money into?

MR CARRIM: Subsequent to that, I then realised Mr Maumela has got issues with SARS and he has got some
20 financial issues.

ADV CHASKALSON SC: When did you realise that?

MR CARRIM: When I started asking him to bring his part of the money back.

ADV CHASKALSON SC: And when was that?

MR CARRIM: That was 25 March, somewhere there, the

following year.

ADV CHASKALSON SC: Sorry, 20?

MR CARRIM: I have to just check on the payments. It was after the payments, a couple of months after the payments. Around Feb, March of 2024, Counsel.

ADV CHASKALSON SC: March of 2024?

MR CARRIM: Ja.

ADV CHASKALSON SC: So you knew in March of 2024 that he had issues with SARS?

10 **MR CARRIM:** Ja, I saw some stuff in the media. I was just reading some stuff.

ADV CHASKALSON SC: What did you see in the media?

MR CARRIM: I just read about preservation order, something to that effect, ja.

ADV CHASKALSON SC: Right. So you knew that he was subject to a preservation order from March 2024? You knew from March 2024 he was subject to preservation?

MR CARRIM: The following year, I knew that he was in a lot of trouble, yes.

20 **ADV CHASKALSON SC:** Yes. So did you understand that he was asking for payments to be made to Luthaga because that way he could get around the preservation order?

MR CARRIM: No, I did not know that.

ADV CHASKALSON SC: Then why did you link the two together? Why did you ...[intervenues].

MR CARRIM: He told me it is his sister's account and he has got the controlling rights on the account and the money needs to go there.

ADV CHASKALSON SC: So he has got control of that account?

MR CARRIM: That is what he said to me, yes.

ADV CHASKALSON SC: And although it is nominally his sister's?

MR CARRIM: That is what he said to me, yes.

10 **ADV CHASKALSON SC**: And so money that was owed to him or that was his money could be put in that account and escape the SARS preservation order that way?

MR CARRIM: I think that was before the SARS preservation order. The money was transferred before.

ADV CHASKALSON SC: Sorry, the money was transferred before the SARS preservation order?

MR CARRIM: The ones in 2023. If I look at it here and I look at the preservation order, yes.

20 **ADV CHASKALSON SC**: Yes. The 35 million that was transferred on the 12th of December was transferred just in advance of the preservation order. Of course, you did not know about the preservation order at that stage.

MR CARRIM: No, I saw it now in my books.

ADV CHASKALSON SC: But all of the money that Tameez transferred on your version was transferred with full

knowledge of the preservation order?

MR CARRIM: He asked me to transfer the money, I had to transfer the money.

ADV CHASKALSON SC: And you knew at the time that he was subject to a preservation order from SARS?

MR CARRIM: Well, he just said to me you can transfer it.

ADV CHASKALSON SC: No, no, we have been through this already. You said that he explained to you that Luthaga was his sister's company, but that he could use the money
10 then?

MR CARRIM: Yes.

ADV CHASKALSON SC: So what you were doing in making the 3.25 million payments from Tameez to Luthaga and at the very least, was circumventing a preservation order, is it not?

ADV BHANA SC: Chair, my friend is now going into territory we thought he was going to go into. Unless he can demonstrate how this links with the mandate of the Commission, these questions are unlawful.

20 **CHAIRPERSON**: Mr Chaskalson?

ADV CHASKALSON SC: Chair, we are interested in the relationship between Mr Matlala, Mr Maumela and this witness. We are interested in how the proceeds of crime move around between those witnesses. We know that Mr Matlala, at the very least, had influence over certain people

within the SAPS. We know that this witness held himself out as someone who had influence over certain people within the SAPS and indeed over the Minister. We know also that Mr Matlala and Mr Maumela are alleged to have been involved in widespread tender fraud and corruption at the Tembisa Hospital alongside what we see in this case. We are at the very least entitled to investigate whether what we are looking at here is a criminal syndicate engaged in widespread tender fraud and also exercising influence over
10 members of the SAPS. And that is where these questions go.

ADV BHANA SC: Chair, that is precisely the point. What you have not heard at all is that any of these funds came from any irregular or unlawful release contract. In fact, you have heard quite to the contrary. You have had loose statements like proceeds of crime. You have had a statement that Matlala and Maumela were involved in tender frauds in hospitals. And that exactly proves the point that this is beyond the scope of this Commission. My learned
20 friend is asking this. We say it as a fishing expedition and to try and embarrass this witness through matters that have got nothing to do with this Commission. You will be better acquainted with your mandate than I am, and none of this comes within that. It is entirely outside the scope of this inquiry. And if this question or line of questioning is

permitted, we submit that the Commission will be acting in a way that is contrary to the rule of law and the principle of legality.

CHAIRPERSON: At this stage, I will allow the line of questioning. If perhaps down the line we have submissions, it is quite early on in the process and we would prefer to see how matters unfold. We are not closing the window to the possibility of being addressed down the line as to whether after it all the evidence should be allowed in the
10 sense of us being able to use it. But it is too late in the day at this stage for us to close the door. Please continue, Mr Chaskalson.

ADV BHANA SC: Chair, may I just then register that my client is advised that he must answer these questions under protest and on your assurance that if this is revisited, any answers that he gives will be struck and will be regarded as *pro non scripto*.

CHAIRPERSON: Yes, if in the end you make that order.

ADV BHANA SC: Thank you, Chair.

20 **CHAIRPERSON:** Yes, Mr Chaskalson.

ADV CHASKALSON SC: The question that you were asked to answer is, do you accept that the payments that were made by Tameez to Luthaga were payments made to circumvent the SAPS preservation order operating against Mr Maumela?

MR CARRIM: SAPS?

ADV CHASKALSON SC: SARS preservation order against Mr Maumela.

MR CARRIM: Look, I did not know what was preserved by SARS. I had no idea what was preserved by SARS, whether the sale was before or after. I was not aware. So when he asked me, I did it. I paid him his money. It was his money.

ADV CHASKALSON SC: But your evidence was that he asked you, explaining that his assets were preserved, but
10 that Luthaga was nominally his sister's company and that you could pay into his sister's company and he would control the funds that went there.

MR CARRIM: I never said that he told me. He said he has problems with SARS. He never disclosed that he has a preservation order. He said to me he has problems with SARS.

ADV CHASKALSON SC: So you were not aware that there was a preservation order, is your version now?

MR CARRIM: I only saw the preservation order from your
20 friend ...[intervenues].

ADV BHANA SC: He said he read in the media. He read certain things in the media.

ADV CHASKALSON SC: We will come back to this if we need to. The record will speak for itself in this regard. There are other questions I want to ask you in relation to Mr

Maumela.

CHAIRPERSON: Before you move on, Mr Chaskalson, I do not know whether you are still to go back to the 500 000 that was paid to Luthaga.

ADV CHASKALSON SC: Yes, we are going to come back to that.

CHAIRPERSON: You are going to come back to that?

ADV CHASKALSON SC: We are going to come back to that.

10 **CHAIRPERSON**: Let me wait then, perhaps.

ADV CHASKALSON SC: For now, you say you read in the media that Mr Maumela had problems with SARS.

MR CARRIM: In March.

ADV CHASKALSON SC: March 2024?

MR CARRIM: Yes.

ADV CHASKALSON SC: Yes. Did you read in the same media that Mr Maumela was alleged to have been involved in fraud at Tembisa Hospital and had been investigated by Babita Deokaran shortly before her murder?

20 **MR CARRIM**: Yes, I am aware.

ADV CHASKALSON SC: So you were aware that there were these allegations against?

MR CARRIM: Yes.

ADV CHASKALSON SC: And you were aware of those allegations from March 2024?

MR CARRIM: Yes.

ADV CHASKALSON SC: Can we come back to the 500 000 that you pay Luthaga in February 2025?

MR CARRIM: Ja, yes.

ADV CHASKALSON SC: At this stage, February 2025, you have just been paid the first 1.5 million of 20 million that Mr Matlala owes you. You are nodding, that is yes?

MR CARRIM: Yes, yes.

ADV CHASKALSON SC: You are anxious that Mr Matlala
10 is way behind where he should be in paying you?

MR CARRIM: Yes.

ADV CHASKALSON SC: You are aware that there are press reports of a preservation order against Mr Maumela?

MR CARRIM: Yes.

ADV CHASKALSON SC: You are aware that there are press reports linking Mr Maumela and Mr Matlala to widespread fraud at Tembisa Hospital?

MR CARRIM: I was aware of that much, yes, at that time, yes.

20 **ADV CHASKALSON SC:** You are aware that the same press reports link them to the possible murder of Babita Deokaran?

MR CARRIM: Yes, they were not charged for that, yes.

ADV CHASKALSON SC: But there were press reports raising those allegations, right?

MR CARRIM: Yes.

ADV CHASKALSON SC: Why in those circumstances did you choose to pay 500 000, one third of what your first payment was to Mr Maumela?

MR CARRIM: Like I said, Counsel, before, Mr Matlala put a lot of pressure. He wanted me to pay 750. And once I saw these newspaper articles, I did not want to get into their crosshairs. And when I looked at these articles, I said to Mr Matlala it is fine. I cannot pay 750. What I will do is I
10 will pay 500. I cannot do 750.

ADV CHASKALSON SC: Why did you pay anything at all? This man owed you money, large amounts of it.

ADV CHASKALSON SC: Yes, but there were more invoices coming and he promised me that on the next payments, he would do good and give me a top up on that.

ADV CHASKALSON SC: So you understood yourself to have an agreement with Mr Matlala that he would repay you R20 000 000 out of invoices?

MR CARRIM: Over three years.

20 **ADV CHASKALSON SC:** Over three years?

MR CARRIM: Correct.

ADV CHASKALSON SC: You were worried that he was not doing that.

MR CARRIM: Yes.

ADV CHASKALSON SC: And yet you choose when you

first get paid to give up a third of your payment.

MR CARRIM: Yes, because we had another R20 000 000 worth of invoices, or he had another R20 000 000 of invoices that needed to go in for payment. And he promised to do good on that.

ADV CHASKALSON SC: How did you know he had another R20 000 000s worth of invoices?

MR CARRIM: He told me.

ADV CHASKALSON SC: And what evidence did he provide
10 in that regard?

MR CARRIM: He sent me the purchase orders. All these documents that there is a whole lot of purchase orders that were here. That was proof that he had money still outstanding to him.

ADV CHASKALSON SC: Those purchase orders, those long, long lists of purchase orders, were sent in April?

MR CARRIM: Yes, but he had not delivered on them.

ADV CHASKALSON SC: He had not delivered on them?

MR CARRIM: I mean, previously to these purchase orders,
20 he had more purchase orders. He had a lot of purchase orders. Mr Matlala had a lot of purchase orders. Hence, in January, he needed more cash to deliver on those purchase orders.

ADV CHASKALSON SC: Which purchase orders had he sent you by February when you chose to pay 500 000 to Mr

Maumela?

MR CARRIM: It was these that were going to come. He knew these were coming.

ADV CHASKALSON SC: He may have known that they were going to come, but he had not sent them to you, had he?

MR CARRIM: No, we spoke about them.

ADV CHASKALSON SC: You spoke about them. Mr Matlala told you, do not worry, I am getting more purchase
10 orders?

MR CARRIM: Yes.

ADV CHASKALSON SC: Why did you not say to Mr Matlala, you can pay Mr Maumela out of your share of the money ...[intervenes].

MR CARRIM: I did. On several occasions, I told him that he can pay him on his own. He just requested and requested, and he just kept on asking, and then I agreed to do that.

ADV CHASKALSON SC: Mr Carrim, you do not strike me
20 as someone who just lets business partners walk all over him if they request?

MR CARRIM: Mr Chaskalson, you raised a very important issue. You fingered these two individuals on a murder. You just said that a few minutes ago. So I read this in the media. Yes, I am a businessman. Yes, I have a family. I

have people to protect. I have got kids. At that moment in time, I did not know whether these rumours are true or not.

ADV CHASKALSON SC: Well, that is an answer that I can accept, Mr Carrim. But we would have saved a lot of time if you had come up and set out with that answer right at the beginning. If your answer is you thought that you might be dealing with a murderer, so you did not want to say no to him, well then that is an answer I can accept. Is that your answer?

10 **MR CARRIM**: I am saying alleged. You know, these stories were in the media. I am not saying it is. I am saying I read. So yes, I was afraid of that.

ADV CHASKALSON SC: So you are saying now that in addition to his asking and asking and asking as a reason for paying 500 000 to Mr Maumela's chosen payee, sorry, Mr Matlala's chosen payee, Mr Maumela, you also had some misgivings that the media reports may be true and that you may need to say yes to protect yourself and your family.

MR CARRIM: Yes.

20 **ADV CHASKALSON SC**: My concern about that answer is that all of these press reports we were talking about had been circulating broadly since April 2024. So why did you go into business with Mr Matlala in June 2024 if you had seen all of those reports?

MR CARRIM: Like I said, it was at the back of my mind.

Now, when our own police, South African Police Service, that must be there to protect us, give Mr Matlala a contract of R360 000 000, who am I to vet Mr Matlala when our own police services awarded this man a contract of 360 million? So if he was that dodgy character, why would SAPS then award him a contract for 360 million?

ADV CHASKALSON SC: Well, Mr Carrim, I do not find that answer convincing either because one of your recurrent refrains here is that Mr Matlala is constantly looking for
10 people who have connections within the SAPS and within the Ministry to exercise influence over his contract.

ADV BHANA SC: Chair, I might be mistaken. I do not recall this witness giving that evidence.

MR CARRIM: Yes, I did.

ADV CHASKALSON SC: Sorry. You believed
...[intervenes].

CHAIRPERSON: Mr Chaskalson, you ...[intervenes].

ADV CHASKALSON SC: I will rephrase it. I will rephrase it. You believed that if Mr Matlala thought that you could
20 influence the SAPS and you could influence the Minister, you would be more likely to pay him.

MR CARRIM: I did say that, but clearly Mr Matlala was much more connected in the SAPS than me.

ADV CHASKALSON SC: Yes, but the corollary of believing that Mr Matlala was interested in people who could

influence the police must have been a suspicion that Mr Matlala was looking to manipulate processes within the police and the Ministry.

MR CARRIM: Counsel, you will have to ask him about that. I cannot comment on him.

ADV CHASKALSON SC: Yes, but in response to your answer that you were reassured that the police themselves had given Mr Matlala this contract, so you felt, notwithstanding the reports, that you could go into business
10 with him, I want to put to you that you should have anticipated that there was a possibility that Mr Matlala had manipulated the processes within the police.

MR CARRIM: I was not part of that process.

ADV CHASKALSON SC: I am not saying that you were part of that process. I am saying you should have anticipated that he was part of that process.

MR CARRIM: Counsel, when someone brings you an appointment letter, you do not question their appointment letter. I did not know if there was anything untoward done
20 in that process. I did not know.

ADV CHASKALSON SC: And not only do you enter into a contract with him or you enter into an agreement with him, but you advance him R10 000 000 without a written contract. Why did you do that?

MR CARRIM: There was a draft agreement set in place.

There was a funding agreement set in place. We had agreed that the funding agreement would be signed after the SLA.

ADV CHASKALSON SC: This is the first time you have mentioned this draft funding agreement. Does a copy of this thing still exist?

MR CARRIM: Yes.

ADV CHASKALSON SC: Again, I would ask that that gets sent through to the Commission. But I come back to my
10 earlier question. Are you in the habit of advancing R10 000
000 to relative strangers without any written agreement, never mind any security?

MR CARRIM: At that moment in time, when I met Mr Matlala, we drew up the agreements. He had the award letter. We then agreed that I nominate someone to get onto the bank from my office, which we did, just so that we could get the SLA and then get the funding agreement signed. So we appointed someone from my office onto the bank for notifications, as security for releasing funds.

20 **ADV CHASKALSON SC**: Sorry, you appointed someone?

MR CARRIM: Yes, from my office. Mr Matlala allowed me to bring someone and nominate them onto the bank account.

ADV CHASKALSON SC: Onto the bank account of Medicare 24?

MR CARRIM: Correct.

ADV CHASKALSON SC: Why had you not mentioned that earlier?

MR CARRIM: We are talking about it now, Counsel.

ADV CHASKALSON SC: That is not my question. Why had you not mentioned it earlier?

MR CARRIM: You are asking about an agreement or any security. So I had someone on the bank account.

ADV CHASKALSON SC: You were asked to explain your
10 relationship with Medicare 24. Did you not think it was relevant to know that you had someone with signing powers over their bank account?

MR CARRIM: It was not signing powers, Counsel. So it was just notification for the initial stage.

ADV CHASKALSON SC: Sorry, notification?

MR CARRIM: Meaning he is appointed, so any funds coming in, any funds going out, we get the notifications of that.

ADV CHASKALSON SC: Yes. And who was that person?

20 **MR CARRIM:** Mr Ziyaad Khair.

ADV CHASKALSON SC: Can you spell that?

MR CARRIM: Z-i-y-a-a-d.

ADV CHASKALSON SC: Mr Ziyaad who?

MR CARRIM: Khair. K-h-a-i-r.

ADV CHASKALSON SC: And he received notification of all

movements on the account of Medicare 24?

MR CARRIM: Yes. Let me elaborate, Counsel.

ADV CHASKALSON SC: Please do.

MR CARRIM: We appointed Mr Khair on the bank account. That lasted not more than a month. Mr Khair was removed. I then contact Mr Matlala and ask him ...[intervenes].

CHAIRPERSON: Removed by whom?

MR CARRIM: You know, I called him. It had to be removed by the owner of the account, obviously. I then call him and
10 ask him what is going on. He then says to me, look, I need someone else. I need an accountant. Can you get me an accountant? Can you get me a CV of someone that is capable? I agree. I then call a friend of mine from Polokwane, Mr Faaq Mohammed.

CHAIRPERSON: Please spell the name.

MR CARRIM: F-a-a-i-q and then Mohammed. Mr Faaq comes with his CV. He goes to Medicare 24. He has a meeting with Mr Matlala and Mr Van Wyk. They then agree to appoint him on their board, which is every Monday, bi-
20 weekly Mr Faaq must attend these meetings and they would then remunerate him. They pay him for these services.

We agree. Mr Faaq gets appointed. They agree on a remuneration. Mr Faaq sits on this board every Monday for invoicing. That lasts for a month again. Mr Faaq does not get paid. He gets removed. He just does

not get invited to meetings again. Call Mr Matlala again. He says, no, you know, Mike has got this problem. Mike has got that problem. Mr Van Wyk has got this problem.

But from all the correspondence between Mr Mohammed and the board, Mr Mohammed was doing his work. There is chats between Mr Mohammed and the board of Mr Mohammed's work that he has to do. But Mr Mohammed was also removed and not paid. And I raised this with Mr Matlala.

10 He kept on saying, no, we will sort it out. And at that time, events were getting up to us because now I am not getting paid. I am not getting paid. My people are getting removed. He is, I am putting pressure on him to pay. He needs to deliver. And I am getting him – I want him to sign the funding agreement.

He kept on saying, yes, we will sign the agreement, get the SLA. I finally get a copy of the SLA. I call him and he kept on saying, no, we will get the funding agreement signed. The funding agreement never got signed.

20 **ADV CHASKALSON SC**: Again, this is new information for us. So I just want to get a few particulars. When was Mr Ziyaad Khair put onto notifications and when was he removed?

MR CARRIM: Counsel, sometime in July, early July.

ADV CHASKALSON SC: Was that his appointment or his

removal?

MR CARRIM: His appointment.

ADV CHASKALSON SC: And he was removed approximately a month later?

MR CARRIM: I think a month later, yes.

ADV CHASKALSON SC: And Mr Mohammed was then notionally appointed to the board, would that have been in August?

MR CARRIM: No, no, much later.

10 **ADV CHASKALSON SC:** Much later?

MR CARRIM: Ja.

ADV CHASKALSON SC: So there was an interregnum period when you had nobody ...[intervenes].

MR CARRIM: Ja, August. He submitted his CV around August, September, somewhere around there he submitted his CV.

ADV CHASKALSON SC: And you say he lasted on the board approximately a month?

20 **MR CARRIM:** Just over a month. He attended a few meetings and they never called him back for any other meetings.

ADV CHASKALSON SC: So when was he nominally on the board, if you were to give us a start date and an end date?

MR CARRIM: September, sometime mid-September to October. I would have to check in.

ADV CHASKALSON SC: So September, October is what you are looking at?

MR CARRIM: Ja, I speak under correction, Counsel. I need to check this.

ADV CHASKALSON SC: Please do and maybe overnight if you can get us some exact dates on those? And if I understood you correctly, although Mr Matlala had asked for Mr Mohammed to be there, he effectively gave Mr Mohammed no access to the affairs of the company.

10 **MR CARRIM:** He did have some access in the beginning. He did. He did have some access in the beginning.

ADV CHASKALSON SC: What did you understand that access to be?

MR CARRIM: From what I understood, he would have some access into the banking system of Medicare 24. I speak under correction, but he had some access into the system of Medicare 24 or the banking.

ADV CHASKALSON SC: So he could look to a certain degree into transaction records?

20 **MR CARRIM:** Yes.

ADV CHASKALSON SC: That is what you understood?

MR CARRIM: Yes.

ADV CHASKALSON SC: But then, possibly in October, that access was removed.

MR CARRIM: Ja, I am not sure of the dates, but he was

also removed. We just have to get the correct timelines on the dates. Yes, but he was removed.

ADV CHASKALSON SC: And after his removal, was there anybody else who was given access at your instance?

MR CARRIM: I asked, but nothing was done.

ADV CHASKALSON SC: Were you not at this stage starting to get rather suspicious of your business partner?

MR CARRIM: Yes, I was.

ADV CHASKALSON SC: So by the end of October, you are
10 concerned that your business partner is not only someone who is alleged to have been involved in tender fraud and possibly murder, but he is also someone who seems not to want to give you access to his accounts.

MR CARRIM: Ja, we just have to get the dates correct. It could be later in October.

ADV CHASKALSON SC: And in that context, would it be fair to say that the only reason or that the primary reason why you paid R500 000 to Mr Maumela at the instance of Mr Matlala was that you were scared?

20 **MR CARRIM:** Yes.

ADV CHASKALSON SC: And there was one further payment ...[intervenues].

CHAIRPERSON: Before you move on, Mr Chaskalson, I hear that you say you were scared, but I am interested to know if you ever asked Mr Matlala why he had not paid the

750 000 directly to Mr Maumela. Why did you want this to be done through you or by you?

MR CARRIM: Yes, Commissioner, I asked him on several occasions that why do you not just pay him yourself from Medicare 24? He just said no, he cannot do it from Medicare 24. He has to do it by me. I must help him, please. He cannot do it from Medicare 24. But I said, you have signing powers on Medicare 24. You just have to process it from Medicare 24, but he kept on insisting that I
10 do it from my vehicle.

CHAIRPERSON: That does not make sense to me. Did it make sense to you?

MR CARRIM: At that time, Counsel, it did not make sense. Hence, I am saying I continued to say to him I cannot do this. He continued to persist and say, please help me.

CHAIRPERSON: And moving on to the removals of the two people you referred to, you may have dealt with it. You will tell me if you have done so already. What exactly were the reasons given for the removal of your two people?

20 **MR CARRIM**: Commissioner, on the first one, he just said to me, no, he needs someone that has more accounting experience. It is just not anybody, admin person. So I said, okay, that is fine. That is justifiable ...[intervenes].

CHAIRPERSON: But this was more for you and not for him. It was you that wanted to see the flows into and out of

the account. It was not for his benefit. So it does not make sense to me that he should have insisted on somebody that has accounting knowledge. So can you make me understand? I just do not.

MR CARRIM: Ja, I asked him, why must this person be removed? Why do you need someone that has got accounting experience? He then explained to me, no, this person now that has got the accounting experience needs to sit on his Monday meeting board meetings, where actual
10 invoices are discussed that must go in and follow the trail of payment. So he needed someone that had knowledge, accounting knowledge. That was his reason.

CHAIRPERSON: But for your purposes, I mean, you were satisfied to see that money had flown in. Money was going out or had gone out. You were satisfied.

MR CARRIM: I was satisfied with that, Counsel.

CHAIRPERSON: Which is why you had set that system up in the first place, not so?

MR CARRIM: Correct. I was satisfied with that.

20 **CHAIRPERSON**: So for you, what he said must have been unacceptable if you were happy with what you had set up. Correct?

MR CARRIM: I did raise my concerns. I did say to him there is no reason to remove this guy ...[intervenues].

CHAIRPERSON: No, no, no. I am asking you, you were

satisfied with what you had set up. Correct?

MR CARRIM: Yes.

CHAIRPERSON: So why did you allow him to tell you about the need for someone with accounting knowledge? Why did you agree to that?

MR CARRIM: He has overall powers on that account. So even if I staged my protest, he can remove that person.

CHAIRPERSON: I understand that. That is something else altogether. But about him, about you, why did you agree to
10 that? Because what you had set up was satisfactory for your purposes.

MR CARRIM: I did not agree. I did not agree, but he still removed the person.

CHAIRPERSON: But did you reason with him?

MR CARRIM: Yes.

CHAIRPERSON: Along the right lines ...[intervenes].

MR CARRIM: I tried to reason. He had already removed the person and then requested another person.

CHAIRPERSON: All right. Now he has got, or you have
20 given him someone with accounting knowledge. And why was that one removed?

MR CARRIM: When I went back to him, he said Mr Van Wyk has got issues with this guy. I said, can you give me proper, what are the issues? Because this guy works under Van Wyk and he is not a problem. He is not a troublesome

person. He is a young man. He knows what his job is. He knows what he must do. So somehow or the other, he said to me Mr Van Wyk did not like Mr Mohammed. He did not take a liking for Mr Mohammed.

CHAIRPERSON: Were you told what problems Mr Van Wyk had with him?

MR CARRIM: Ja, he said Faaq is always late for meetings. But when I talked to Faaq, he is always on time. He was at the meetings regularly. He was on time. He was
10 at the meetings regularly.

CHAIRPERSON: Thank you.

ADV BALOYI SC: Mr Carrim, so this loan is advanced in June. In fact, the first payment, according to your statement, is on the 26th of June. You need to speak up.

MR CARRIM: Yes, yes, Commissioner.

ADV BALOYI SC: Yes, so the first person that you appointed to be a co-signatory to the account, that you nominated the account, they would have been appointed when and removed when? You said for about a month.

20 **MR CARRIM**: July.

ADV BALOYI SC: So they were removed in July?

MR CARRIM: No, he was appointed end of June, beginning of July. And we will just have to check.

ADV BALOYI SC: Yes.

MR CARRIM: But there is records, definitely.

ADV BALOYI SC: Okay. And immediately after they were removed, another one was appointed. Mr Mohammed was appointed and you say ...[intervenes].

MR CARRIM: Mr Mohammed was appointed at Medicare 24 at the offices.

ADV BALOYI SC: On the board?

MR CARRIM: Yes.

ADV BALOYI SC: So he is not a signatory. He is not a signatory to the account.

10 **MR CARRIM:** We need to check what access he had. I am sure we can find out what access he had and to what extent was his access, yes.

ADV BALOYI SC: Yes. My interest, really, is you have put in R10 000 000 into this business, or this transaction. Well, it is into the business. What they do with it is to service. That is what you say. Mr Matlala said to you he needed it to service the tender, but it is into the business, Medicare. You have put in 10 million. You expect a return of R10 000 000, so a total of R20 000 000. How is it that you accept
20 that the people that you have nominated, so that they are your eyes, you say they are there to see as money comes in, so that they are your eyes. When they are removed, you leave it be. That is the end of the matter. How do you explain that?

MR CARRIM: No, it was not the end of the matter,

Counsel. I insisted that I need explanations as to why these people are removed, first of all, and I said to him it is unacceptable. I said to him we had an agreement. And when he removed Mr Faaig, I mean, there was not an altercation, but we exchanged some harsh words. He did not even remunerate Mr Mohammed for the services that he produced. He did not pay me. I said to him, but it is not fair. We had an agreement, and then I kept on insisting that I need to put Mr Mohammed back onto this board. He said
10 to me, no, when he restructures the board, Mike, as the CEO, will now step aside and Mr Mohammed can come back.

ADV BALOYI SC: Did he come back, Mr Mohammed?

MR CARRIM: We tried on many occasions. Mr Mohammed has messages between himself and people that were sitting on the board, kept on asking them, when can I come? Send me the link. Can you send me the link for the meetings? Nothing transpired.

ADV BALOYI SC: Yes, so at some point, Mr Mohammed
20 stops being on this board, and that is really what I would like to get to. At which point does he stop being on this board, and after that, you have no representative on this board where you have put in a huge investment?

MR CARRIM: It was around December, end of December.

ADV BALOYI SC: Of 2024?

MR CARRIM: Yes.

ADV BALOYI SC: Okay. So beyond December 2024, you no longer have a representative on this board?

MR CARRIM: No.

ADV BALOYI SC: Okay. Now, if Mr Mohammed was on the board up to December 2024, why would you need to ask Mr Mogotsi about payments coming in? Because you have got somebody there. You have got a representative on the board who knows about what is happening in the company.

10 **ADV BALOYI SC:** Why would you need Mr Mogotsi to tell you whether payments are being made or not?

MR CARRIM: Commissioner, Mr Mohammed has access to the Med system. He knows ...[intervenes].

ADV BALOYI SC: Sorry, he has got access to?

MR CARRIM: To the Medicare system. When I was asking Brown about payments, Brown Mogotsi, that was from when Mr Matlala said payments are in. That was from the SAPS system. Mr Mohammed did not have access to the SAPS system. He only had access to the Medicare system.

20 **ADV BALOYI SC:** I understand that. I am asking you a different question. You would have known or should have known through your person in Medicare that payments – remember what you say in your statement is Mr Matlala is not paying you. You are getting nervous. It is now December and you are not receiving any payment. You then

ask Mr Mogotsi whether Mr Matlala is getting work. That is the first thing you say.

And then two, whether he is receiving payments. You ask Mr Mogotsi that, who is not in SAPS, so he will go to his contact. But you have a person inside. It does not make sense to me that you would have a person inside and you do not say to that person, are payments coming in? Is this company getting work?

MR CARRIM: Yes, I had that information. We knew there
10 was, but we were not getting paid. The only person that could check if we were not getting paid was Mr Mogotsi.

ADV BALOYI SC: No, your statement says you asked Mr Mogotsi to find out whether Mr Matlala is receiving work and whether he is getting payments. That is what you say in your statement.

MR CARRIM: Yes, Commissioner, I did do that.

ADV BALOYI SC: It is exactly that I am querying with you, that why would you ask Mr Mogotsi for that kind of information when you have a person inside the company?

20 **MR CARRIM**: I had a person in the company, but his access was limited to invoicing only. That is all he could see. He could see an invoice and when the invoice would go in, that is all.

ADV BALOYI SC: But he is a board member, I think you told us that he is a board member.

MR CARRIM: He is not a board member as such. He sat on the finance board.

ADV BALOYI SC: Yes.

MR CARRIM: The finance board.

ADV BALOYI SC: So you are saying he would not – did you ask him, maybe let us take it one step at a time, you either asked him and he did not give you a satisfactory answer and you can explain why he does not give you satisfactory answers, that is why you go to Mr Mogotsi, or
10 you never asked him and in your statement you just speak about Mr Mogotsi. You say I got anxious and I asked Mr Mogotsi to check his work coming in, which I would be surprised if your men did not know that work is coming in. Two, is he getting paid? I am surprised that your men does not know that.

MR CARRIM: His main function was only invoices. He sat on the finance board, they would have a bi-weekly meeting where he would just deal with invoices going in. So he would never know when payments would come, where is the
20 payments stuck. At that time, payments were stuck. Hence, Mr Mogotsi checked for us where the payments are.

ADV BALOYI SC: But he would know that work is coming in.

MR CARRIM: Well, he would see invoices.

ADV BALOYI SC: Okay. All right, the second question

that I have about this payment, the Tameez payment, in total how much did Tameez receive from Medicare?

MR CARRIM: The net payment was 1 750.

ADV BALOYI SC: What do you mean when you say the net payment? Is there significance to you using the word net?

MR CARRIM: No, I am just saying the final amount that I received was 1 750 000.

ADV BALOYI SC: That is the total amount that was received?

10 **MR CARRIM**: Yes.

ADV BALOYI SC: And then you then loaned Mr Matlala 500.

MR CARRIM: No, no, no.

ADV BALOYI SC: What did you do?

MR CARRIM: In total, I received 2.5.

ADV BALOYI SC: Yes, that is what I wanted to understand.

MR CARRIM: Yes.

ADV BALOYI SC: Yes.

20 **MR CARRIM**: And on the request of Mr Matlala on the two payments, I gave 500 and then 250. Hence, Tameez has a net of 1 750.

ADV BALOYI SC: Okay, so you loaned Mr Matlala.

MR CARRIM: No, no, no. That money was Mr Matlala's money. He asked me that I am paying you, can you please

advance this money to Mr Maumela on my behalf?

ADV BALOYI SC: So he used you as a conduit to pay Mr Maumela. Because if you say it was his money, then it was not a payment to Tameez, I think is the name of the company. If you say that money from the get-go, when he gave it to you, the 750 at the outset, was never meant to be ...[intervenes].

MR CARRIM: No, that was my money. That was my money. He then requested me to say, can you please from
10 this money take 750, give it to Mr Maumela, and I will make good for this money on the next payment that comes in.

ADV BALOYI SC: Yes, that is exactly what I am trying to clear with you. You either were paid 2.5, and then Tameez was paid 2.5 million, and then you lent Mr Matlala the 750 by paying it to Mr Maumela, but it is a loan to Mr Matlala because you do not have a loan agreement with Mr Maumela. It is either that ...[intervenes].

MR CARRIM: Yes.

ADV BALOYI SC: No, let me finish, because you said two
20 different things. Or, from the get-go 750 was never meant to be yours. You were paid the difference between 2.5 and 750, the difference was yours, the other bit you were given to pass on to Mr Maumela. You have to choose which one it is.

MR CARRIM: I was given 2.5 and told to pay 750 to Mr

Maumela.

ADV BALOYI SC: Okay.

MR CARRIM: So I received a payment of 1 750.

ADV BALOYI SC: Okay. So you were being a conduit, really, for Mr Matlala.

MR CARRIM: He asked me to pay, and I paid, yes.

ADV BALOYI SC: I am asking the nature of that transaction. It is important for me to understand the nature of that transaction. Either the company was paid 2.5 million, and then it loaned 750 ...[intervenes].

MR CARRIM: Commissioner, I was explaining ...[intervenes].

ADV BALOYI SC: No, let me finish, because it is important that you clarify to me. So let me ask my question, and then you can clarify my difficulty. Tameez gets 2.5 million paid to it. That is a repayment to the company. All of it belongs to this company. And then Mr Matlala says, you know what, I need to give Mr Maumela 750. Will you not please help me out? And then you help him out. So it is now a loan that Tameez is making to Mr Matlala. That is one scenario.

The other scenario is you knew and understood, as you got the 2.5 million, that only 1.75 belongs to Tameez. The balance is Mr Matlala asking you to be the conduit to get this money to Mr Maumela. It is one of the two. So I am asking you to say which one of the two is it.

MR CARRIM: It is the first one.

ADV BALOYI SC: Okay, so you advanced a loan to Mr Matlala after ...[intervenes].

MR CARRIM: And he was going to, on the next payment, he then said I will do good and sort you out. I will top it up for you. That is exactly what he said.

ADV BALOYI SC: Okay. So Tameez would have a record that shows it has loaned Mr Matlala or Medicare that 750 000. You are nodding?

10 **MR CARRIM**: Yes, yes.

ADV BALOYI SC: Thank you.

ADV KHUMALO SC: Just one question from me. Were you ever a shareholder of Medicare 24?

MR CARRIM: No, Commissioner.

ADV KHUMALO SC: So what entitled you to appoint people to its subcommittees or its board, either Mr Khair or Mr Faaq Mohammed?

20 **MR CARRIM**: It is not an official board. It was just a finance board, but it was on the request of Mr Matlala, not me.

ADV KHUMALO SC: And was it for the purposes of looking after your interests in Medicare 24?

MR CARRIM: Correct.

ADV KHUMALO SC: But it was informal. It was nothing formal.

MR CARRIM: We would have to check if they gave him something. I can check if they gave him some sort of correspondence.

ADV KHUMALO SC: I am leaving it there for now.

ADV BALOYI SC: Can I just clarify something? This Tameez loan now, this money, the 750 to Mr Matlala, who asks that it be paid to Mr Maumela, to whom is the loan made? Is it to Medicare or is it now to Mr Matlala?

MR CARRIM: No, it should be Medicare.

10 **ADV BALOYI SC**: So it is a loan to Medicare, the 750. All right, thank you.

CHAIRPERSON: Mr Carrim, I am a bit confused. I want you to clear my mind. A few questions earlier, when you were engaged by Commissioner Baloyi, you said the 500 000 was Mr Matlala's money. Do you remember saying that?

MR CARRIM: What I said, Counsel, is that I received 2.5. 500, Mr Matlala said, or the money that I was going to pay, he said to me, meaning Mr Matlala, meaning Medicare's
20 money. If I say Mr Matlala, it is Medicare's money because the money came from Medicare. He said to me, pay this money for me, and on the next payment, I will then reimburse you and I will top it up for you.

CHAIRPERSON: Yes. Okay, let us take it at the level of it being Medicare's money then. If you say not necessarily Mr

Matlala's, my confusion is still not cleared. Responding to the very last question by Commissioner Baloyi, you said it was now a loan to Medicare. Which is which?

MR CARRIM: It is a loan to ...[intervenes].

CHAIRPERSON: Because if it was Medicare's money, you could not loan Medicare its own money. Can you please clarify your statements? Or are you withdrawing your earlier statement that it was Medicare's money? It cannot be both.

10 **MR CARRIM**: The money came from Medicare 24.

CHAIRPERSON: That I understand. That I understand.

MR CARRIM: Mr Matlala is the director of Medicare 24.

CHAIRPERSON: That too I understand.

MR CARRIM: So I am saying it is his money or it is his money ...[intervenes].

CHAIRPERSON: No, once paid to you and it is now in your hands. That was the context in which Commissioner Baloyi was asking you. The money has now been paid to you or to this entity and it is now in this entity's hands. And it is in
20 that context that you earlier said that it was, I will no longer say Mr Matlala's money, I will say it was now Medicare's money. It was Medicare's money.

MR CARRIM: Yes, so Medicare in terms of the loan still owes me that 750 000.

CHAIRPERSON: How could it be, how could it continue

being Medicare's money when it was now in Tameez's hands? How could it continue being Medicare's money?

MR CARRIM: Because Mr Matlala initially wanted me to pay 750 000 of the whole 1.5 million, which I refused.

CHAIRPERSON: That does not answer my question.

MR CARRIM: I am trying to get to ...[intervenes].

CHAIRPERSON: Please get to an answer.

MR CARRIM: So when he gave me the money, he said to me this is the money, you give Mr Maumela 750 000. And
10 on my next payment, Medicare will then do good and give you back your 750 000.

CHAIRPERSON: That does not answer my question, which is, once the money has been paid to Tameez's, so it is in Tameez's hands, how does it continue being Medicare's money? That is my question. And what you have just said does not answer that question.

MR CARRIM: When we agreed on how much he is going to pay, he said to me I am paying you 750 000 on your payments because I want you to give Mr Maumela money.
20 So he said I am increasing. I said, but it still does not make sense, Mr Matlala, because in terms of our agreement, you need to pay me 10% of invoices that were paid. For example, if they invoice one million, he must pay me 100 000.

CHAIRPERSON: And if to you it was as good as

Medicare's money, how could you have retained the 200 000 if Mr Matlala had said pay 750?

MR CARRIM: No, I refused to do it on the first payment.

CHAIRPERSON: Sorry?

MR CARRIM: I refused to do it on the first payment. He wanted me to actually take half of the first payment and pay the full 750.

CHAIRPERSON: According to your responses, it is Medicare's money anyway, so why retain the 200 000?

10 **MR CARRIM**: Why would I?

CHAIRPERSON: According to you, it was Medicare's money anyway, according to the responses you have given ...[intervenes].

MR CARRIM: And the 750 ...[intervenes].

CHAIRPERSON: Let me finish. So how could you retain the 200 000?

MR CARRIM: I did not retain 200 000.

CHAIRPERSON: You did not pay the 750. You paid 500 000.

20 **MR CARRIM**: Yes, because I said to him he needed to pay me extra ...[intervenes].

CHAIRPERSON: So you actually retained 250? Yes, please respond.

MR CARRIM: Initially, that first payment needed to be 2 million. He reduced it to 1.5 and he said pay more than

750. I said no. He then said, okay, what can you give him? I said I can give 500 from here, and on the next payment I will give another 250.

CHAIRPERSON: All right, thank you. I will leave it there.

ADV CHASKALSON SC: There is one issue about this arrangement that I just do not understand, which is Mr Maumela owes you money. Sorry, Mr Matlala owes you money. He says he also owes Mr Maumela money. He needs money to get to Mr Maumela. Why could he not just
10 pay the money to Mr Maumela himself? Why did he ask you to receive 1.5 million and pay 500 000 to Mr Maumela? Did he ever explain that to you?

MR CARRIM: I kept on asking him, and I kept on insisting, and I refused on several occasions. And then Mr Maumela started calling me because Mr Matlala gave him a commitment that helped him. So now both of these guys were calling me, putting pressure on me to pay this money. And I said, look, I said to Mr Maumela, you need to talk to Mr Matlala about this. I cannot talk to you about it because
20 money is coming from Med. You need to talk to him. But they both kept on putting me under pressure to pay this money.

ADV CHASKALSON SC: Now, I can understand that Mr Matlala says to you, look, I have got lots of people to pay. I owe you 1.5 million. I am only going to pay you 750, or I

am only going to pay you 1 million, and I am going to pay the rest to Mr Maumela, who I also owe. I can understand that. But on what basis did he say to you I am going to pay you the 1.5 million, but you must then pay 500 000 to Mr Maumela? How did he explain that?

MR CARRIM: He said to me that he is loaning Mr Maumela this money. Mr Maumela needs the money. It is quite urgent. He needs the money for an urgent matter. He then mentioned mother, sister. I ...[intervenes].

10 **ADV CHASKALSON SC**: Sorry, Mr Carrim, I think we are talking past each other. I understood the issue that Mr Maumela needs the money. But if Mr Maumela needs the money, why did it have to pass through the Tameez accounts? Why would Mr Matlala not pay it direct? And did you ever ask him, if you want to pay Mr Maumela, pay Mr Maumela?

MR CARRIM: I have said that to the Commissioners. I told him several times, you need to pay Mr Maumela yourself. He just kept on insisting that I must do it.

20 **ADV CHASKALSON SC**: And why? Did he ever offer you an explanation?

MR CARRIM: No explanation. He was just adamant. He was just adamant.

ADV CHASKALSON SC: You see, what worries me here, and I do need to put this to you, is that at the end of the

day, unless something dramatic happens with witnesses who are still to come, the position of the evidence leaders, at the very least, will be that the payments coming out of the SAPS contract were proceeds of crime. I do not know if you are aware of this, but SAPS cancelled that contract on grounds of fraud and corruption. And we have already seen some evidence of corruption, and our investigators have seen others.

Now, if the payments coming out of the contract are
10 proceeds of crime, there are issues of money laundering that arise. And I want to put to you a series of factors that you need to consider, and then I am going to ask you if there is anything that you want to say in response to that.

So, the various factors, and I will run through them. I will tell you where I am going all the way to the end so that you can understand the question. I do not want to be unfair on you. The first is that we know that SAPS cancelled the contract on grounds of fraud and corruption. The second is that you knew that Mr Matlala had access to
20 people inside SAPS who would furnish him with payment screens and other internal SAPS documents.

The third is that you knew that Mr Matlala wanted your assistance, *inter alia*, because he thought you had access to people inside SAPS and the Minister who could influence matters relating to his contract. The next factor is

that you knew Mr Matlala was reported as having been involved in widespread tender fraud at Tembisa Hospital. You also knew that he was alleged to have been involved in the murder of Babita Deokaran, who was trying to expose that fraud.

Now, if the contract was in fact procured by fraud and corruption, then the proceeds of that SAPS Medicare 24 contract are proceeds of crime, and that raises an issue under section 5 of POCA, the Prevention of Organised
10 Crime Act. What section 5 says is that a person commits a criminal offence, a money laundering offence, if they ought reasonably to have known that certain amounts were proceeds of crime and if they conclude a transaction, which is likely to have the effect, and I am quoting:

“...of concealing or disguising the nature, source, location, disposition or movement of those proceeds, or any interest which anyone may have in respect thereof.”

Now, one of the many issues which this Commission is
20 going to have to consider at the end of the day is whether to recommend money laundering prosecutions under section 5 of POCA against either yourself, Mr Matlala, or Mr Maumela, arising to the payments that were sent to Luthaga via Tameez.

And in fairness to you, I think you need to be given

an opportunity to say what you have to say, to persuade the Commission why it should not make that recommendation, why it shouldn't regard the channelling of Medicare 24 payments and proceeds to Luthaga via Tameez as a contravention of the money laundering offence in section 5 of POCA. So, is there anything you would want to say in that regard?

MR CARRIM: Counsel, I had not done this with any intention of committing any fraud. I just got caught in a web
10 of people. I was just doing my business as a businessman. I looked at opportunities. I saw these opportunities. I took them. Yes, obviously I made a bad choice after, but I am saying at no point did I ever want to be part or promote any of these that you are raising.

And for me, these were business transactions. I went into business. I thought I was doing it with honourable people. And yes, maybe it was not the case, but at no point did I ever want to be part of any wrong that is or that was being happening.

20 As far as the SAPS contract is concerned, when he brought me these letters, I never knew that there was underhand stuff done there. Once you have an appointment letter, all processes were followed. For me, it was a business transaction. I looked at the opportunity. I saw the opportunity as a businessman. I took the opportunity.

Yes, I should have picked up my guard when my people were being removed and not removed. But at that point, I was already into the contract. I needed to salvage something. I needed to grab onto something, my money. For me, I just wanted to get my money. At some point, I even said to Mr Matlala if I could just get my capital back and you continue with this, because this is not going to work for me.

We are struggling to get payments. You keep on
10 complaining. You keep on having issues. I cannot do this. And obviously, with the Brown Mogotsi issue, it just became too much. But yes, that is what I have to say.

ADV CHASKALSON SC: Can I ask another question in relation to these various, to the periods where you had some sight of financial affairs inside Medicare 24?

ADV BALOYI SC: I had wanted to just clarify some facts about this Tameez payment. Can I do that now, or you would rather...

ADV CHASKALSON SC: Certainly, Commissioner. In fact,
20 what I was going to ask Mr Carrim to do, and I actually forgot, was to locate those payments for you so that you actually understand when the payments were made, when the payments and the like. If that would be helpful, I can do

ADV BALOYI SC: Please do that, because that is what I wanted to clarify.

ADV CHASKALSON SC: Sorry, Mr Carrim, we have done this right at the beginning, but I am going to ask you to do it again. Can we just clarify that the payment, the first payment from Medicare to Tameez was a 1.5 million payment on 4 February 2025?

MR CARRIM: Ja.

ADV CHASKALSON SC: On the same day, Tameez paid 500 000 to Luthaga?

MR CARRIM: Ja.

10 **ADV BHANA SC:** We have this in the bundle. Perhaps we can just follow it in the bundle. Can the witness be taken to the document in the bundle?

ADV CHASKALSON SC: Sorry, document?

ADV BHANA SC: That you are referring to, which shows the payment.

MR CARRIM: Yes. It is pages 473, and the – sorry, let me get a...

CHAIRPERSON: And is that File 2 of 2?

ADV CHASKALSON SC: That is File 2 of 2.

20 **ADV KHUMALO SC:** That is on 469.

ADV CHASKALSON SC: I have 473, I have. I mean, there is a table of payments from Tameez to Luthaga elsewhere in the bundle, but the specific payments that we are talking about are on bank statements that are on 473 to begin with.

CHAIRPERSON: Are you there, Mr Carrim?

MR CARRIM: Yes.

ADV CHASKALSON SC: Sorry?

ADV BHANA SC: Page 500, is that the summary you are looking for?

MR CARRIM: 500 and – 500 is a summary of all payments to Luthaga from Tameez. The last two payments of those, 4th of February and 22nd of March, are the two payments that come out of Medicare payments. Is that correct, Mr Carrim?

10 **MR CARRIM:** Yes.

ADV CHASKALSON SC: And the Medicare, that is page 500. And the Medicare payments in question are the 1.5 million payment on the 4th of February, which is page 473.

MR CARRIM: Ja.

ADV CHASKALSON SC: And a second payment of 1 million, which was made on the 17th of March, which inexplicably is not included in the bundle because the relevant bank statement jumps from the 21st of February to the 22nd of March. So, but if I think it is common cause that
20 that is the second payment on the 17th of March. What we can do is we can just make the missing, it is a single-page bank statement. We can make that available to Mr Carrim and his legal team if they need it.

ADV BALOYI SC: I can ask my question, the clarification that I wanted. So, you paid Mr Maumela from the very first

payment that you got from Mr Matlala.

MR CARRIM: Yes.

ADV BALOYI SC: Excuse me?

MR CARRIM: Yes.

ADV BALOYI SC: That is what you did. And you explained that you paid because Mr Matlala and Mr Maumela were putting you under pressure. They kept calling to make payment. Do I recollect your evidence properly?

MR CARRIM: Yes.

10 **ADV BALOYI SC:** All right. Now, if you look at – we are back to the WhatsApp messages. And I just want to locate your evidence in these WhatsApp messages. So, at page 5, starting at page 5, but it overlaps to the next page of those messages, is that screenshot that shows payments will be made. And then Mr Matlala says to you, you can send account number. You see where I am reading?

MR CARRIM: Ja.

ADV BALOYI SC: Okay, at page 6. And then at the bottom something is sent to you. And then at page 7, right at the
20 top, you say received. This is on the 4th at 15:13. You see that? Received.

MR CARRIM: Ja.

ADV BALOYI SC: As I understood it, you were confirming received payment.

MR CARRIM: Yes.

ADV BALOYI SC: And then that is at 15:13. Then you have a call, again at 15:13 still. And the next time you say Morgan is sorted, it is 15:17. At which point do you say Mr Matlala and Mr Maumela were each calling you, pressuring you to pay?

MR CARRIM: No, this was before these payments came. Before he paid me.

ADV BALOYI SC: Yes.

MR CARRIM: We were talking. Not exactly on this day. I
10 am saying before the payment came, Mr Maumela was putting pressure on Mr Matlala. At the same time, Mr Matlala then says to him he must call me. He was calling me as well. I said the payment is not there. There is no money yet. I cannot pay if ...[intervenes].

ADV BALOYI SC: But why would Mr Matlala say he must call you when he knows you do not have payment yet? It does not make sense.

MR CARRIM: Yes, but he kept on telling him, speak to Carrim, speak to Carrim. Then Morgan would call me and
20 say, when is the payment happening? When is the payment happening? Because Morgan, Matlala said to Morgan, I have the inside information, supposedly. So that is why Morgan kept on calling, when is the money coming? I need the money. When is the money coming? I need the money.

ADV BALOYI SC: So even before you received payment,

you ...[intervenes].

MR CARRIM: Yes, they knew already that payment is coming.

ADV BALOYI SC: Yes, I am asking a different question. Even before you received payment, even before Tameez received payment from Medicare, you had already agreed that it would work this way, this scheme would work, you would pass on money to Mr Matlala, to Mr Maumela?

MR CARRIM: Yes, the discussion started before the
10 payment came in. They were putting pressure before the payment. They wanted to convince me before the money comes in. They wanted to convince me that I must pay this money.

ADV BALOYI SC: So your answer is, before the money came in, there was already an agreement that you are going to do this.

MR CARRIM: Yes.

ADV BALOYI SC: All right, thank you.

ADV CHASKALSON SC: Mr Carrim, I just want to deal
20 with the issue of that limited period where you had people with some sight into Medicare accounts. And your rough estimate of that period is July, August 2024, and then again possibly the month of September, maybe spilling into October.

MR CARRIM: Under correction, it might be October,

November, December. We just need to be clear.

ADV CHASKALSON SC: Sure. Did anyone ever report to you that payments have started to flow? I want to play open cards with you because ...[intervenes].

MR CARRIM: Yes, they did tell me payments were coming in. At that time, Mr Matlala did not want to pay me. He then said to me he is just trying to recoup some of his investment that he had already put into the site establishment. So he was already getting paid, yes.

10 **ADV CHASKALSON SC**: So you knew he was already getting paid, but you essentially cut him some slack.

MR CARRIM: Well, he asked for a breather, yes, for one or two payments, just to recover.

ADV CHASKALSON SC: And were you aware that the payments continued from September all the way through each month until the first time that you got paid in February in respect of payments that were authorised at the end of January?

MR CARRIM: No.

20 **ADV CHASKALSON SC**: So you knew that some payments were being made. You did not know all of them.

MR CARRIM: Ja.

ADV CHASKALSON SC: And at what point – well, you cannot tell me at this stage because you need to get specific dates, but you will give us those dates tomorrow.

MR CARRIM: Yes.

ADV CHASKALSON SC: As to when you lost sight of movements on the Medicare accounts. Chair, I am about to move to another topic, and I am mindful of the fact that Mr Carrim and his legal team are wanting to break the fast, so I do not want us to run past four. I am in your hands. I can continue, but then we will be stuck overnight in the middle of a subject.

CHAIRPERSON: Can we proceed until 4 PM, Mr Bhana?

10 **ADV BHANA SC:** How long is the next topic likely? Our learned friend indicates he will not finish the topic.

ADV CHASKALSON SC: My guess is we are looking probably at about half an hour, but I cannot be sure.

ADV BHANA SC: Without binding him, how long does he think he will be tomorrow? If we adjourn now, we would likely ...[intervenes].

ADV CHASKALSON SC: No, no, we will certainly finish tomorrow.

20 **CHAIRPERSON:** My co-Commissioner has a few questions. Let us see how far that goes.

ADV BALOYI SC: I certainly will not take 30 minutes. Just a few clarifications. Mr Carrim, you say that – I am trying to understand the nature of your relationship or interaction with Mr Matlala before you advanced this R10 000 000 to Medicare. In your statement, this is how you describe it.

You say at paragraph 6:

“At some stage, to the best of my recollection, during June 2024, I received a telephone call from Mr Matlala requesting a meeting with me. I know Vusi as we both operate in the private security sector, I am director...”

And you name your company, Fusion Tactical Team, there. Where you say – and then the next, and that is what really

10 makes me want to ask you this question. You say:

“Prior to this, to the best of my recollection, I had no engagement, relationship, or dealings with Vusi beyond knowing in a general sense who he is.”

Now, paragraph 7 suggests that you just knew him by name as someone who is in your industry and had nothing to do with each other. That is what you are conveying in paragraph 7.

20 **MR CARRIM**: Yes.

ADV BALOYI SC: Is that the accurate reflection of the nature of your relationship?

MR CARRIM: Yes.

ADV BALOYI SC: And then please explain this, which is difficult for me to understand, that he calls you in June out

of nowhere, you have no prior relationship with him, and then he tells you I have got a contract, I need money, and then you give him R10 000 000 and there is no written agreement. At that point, you start paying into the account. There is no written agreement for R10 000 000, which maybe in your world, it is nothing. In my world R10 000 000 is a lot of money to part with without any document, a legally binding document that defines the relationship. So that is one, that you provide money. Not only do you agree,
10 but you also start paying. You have nothing in writing. One.

Two, apart from telling us that repayment would be made at the equivalent of 10% of all payments until the 20 million is paid up, you do not say to us when those payments, what was agreed, in fact. And I got confused when you start getting anxious in December because nowhere do you, for example, say I know he was receiving money, that is why I started becoming anxious. There is this gap in information in your statement.

20 How do you explain advancing R10 000 000 to somebody that you have no prior business relationship with? You know him just by name and that he is in the same business as you, and you do so without a binding agreement to protect your interests. Can you just explain that in a way that makes sense to me at least?

MR CARRIM: Yes, I can, Commissioner. Sorry. So when he approached me initially and he showed me this appointment letter, that he had this contract, we spoke on several issues. We spoke about security, what security does he have, or does he have any security, did he go to the banks? We then agreed, let us do a site visit.

I went to his premises in Menlin, like I have said in my statement, and I did a full-spectrum site visit where I was then also introduced to Mr Michael Van Wykk, who is
10 the overall CEO of Med 24. He owns this company. Mr Van Wyk has been in the health industry for 20 years. He has a lot of experience.

And when I did my walkabout in the Med 24, when I walked around on the floor, I saw blood banks. He had all the blood banks there. He had doctors on site. He was ready to go. I was quite impressed. The screens, the system was ready to go, and that gave me some comfort. And then I had a conversation with Mr Van Wyk. He has been in the business for 20 years. He then assured me that
20 he is going to be overseeing this project with all his experience.

He had be doing all of this. So I had some sort of comfort from that. So when we came back and we agreed on the terms, we then agreed, okay, fine, I will do this. He was in a hurry because he needed to enforce the contract.

He needed to deliver on the contract. I saw that as an opportunity. As a businessman, I saw an opportunity. I thought, hey, you know what, here is a good deal. I can probably get my terms, and those were my terms.

ADV BALOYI SC: What did you know about the financial health of this company into which you are paying money? And let me play open cards with you. I ask you these questions because I am sceptical at this point about your evidence that says you had nothing to do with Mr Matlala
10 until June 2024, when out of the blue he calls you to say, you know, I have a business, I have this tender, give me money. And just like that, you give him money without protecting yourself with legally binding documents. So I have that scepticism about it. That is why I am asking these kind of questions. You put in money, R10 000 000. What did you know about the financial health of Medicare that you were prepared to risk your R10 000 000?

MR CARRIM: Look, it was R360 000 000 on his appointment letter, so that was what also attracted me as a
20 business person. I look at the numbers, and I looked at my investment, because initially he wanted 20. I said, I cannot do 20, I can do 10. And, Commissioner, even myself, when I get other deals, for example, if I do not have the capacity, I go out and look for investors.

Somehow he reached out to me. Yes, how he

reached out to me could have been Brown that sent him to me, it could be Mr Maumela that sent him to me and said phone this guy, he would probably invest in your business. But when he presented his case, when I did my site visit, when I interviewed the CEO, I was convinced that this will happen, this contract is a good contract.

We then agreed that we will draw up paperwork, but we will do that as soon as the SLA comes. And according to him, the SLA was supposed to come in July, some mid-July, 10 he gave me a date of mid-July. That SLA only came out in October. And I had that funding agreement ready for him to sign.

ADV BALOYI SC: Did you ask him in June '24 when he comes to you how it is that he is coming to you? Here is a man that ...[intervenes].

MR CARRIM: Yes, yes, I asked him.

ADV BALOYI SC: You have absolutely no relationship with, you know nothing other than the vague fact that he is in the same industry as you. Did you ask him how does he 20 target you for this kind of thing?

MR CARRIM: He said to me that he sees my security companies, he sees my vehicles all over, he sees that I am someone who is quite prominent in the security space, and this is an opportunity. So he then said to me he got my numbers from one of my security guys, head of security,

who was on the website of Fusion. He phoned that guy, asked him for my numbers, and that is how he got my numbers, and he called me.

ADV NGCUKAITOBI SC: So he came to you cold, basically. It is for all intents and purposes. Instead of walking from the street, knocking at your door, and saying, I need R10 000 000, and you give it to him in these circumstances.

MR CARRIM: Commissioner, when he came to me, he did
10 not come from the street. He came in a Rolls Royce with about 25 ...[intervenes].

ADV BALOYI SC: I think you understand what I am saying.

MR CARRIM: Yes, he came with about ...[intervenes].

ADV BALOYI SC: From the street as in, this is not an acquaintance, this is not someone that you have done business with, this is not someone that you have even met socially, because that is what you are telling us. You have absolutely nothing to do with him. All you know is he is a player in the industry, in which you have a company. So I
20 mean streets in that way.

MR CARRIM: Yes, he was very impressive with his first appearance, I am saying. He came with maybe a big entourage. I think there was maybe like 25, 30 bodyguards. He came with all the entourage. So I saw capacity. I saw someone that knows what he is doing. I saw someone that

knows business. And for me, that was impressive.

ADV BALOYI SC: Thank you.

ADV KHUMALO SC: Can I use this opportunity to help you clarify something you say in your conclusion? In 51.2, I think you were responding to a question whether you had any relationship with the Minister of Police. And then in 51.2, you say the contract was awarded during the tenure of the previous Minister, Minister Cele. And then you say it is clear that it is impossible and in fact untrue that you could
10 have persuasive influence over two different ministers. Now that suggests that you had influence over one and not two. So can you just clarify that for me?

MR CARRIM: No, no, I had no influence over any of these ministers.

ADV KHUMALO SC: Did you have any relationship with Minister Cele?

MR CARRIM: No, not at all.

ADV KHUMALO SC: But you know him?

MR CARRIM: Well, we know him from TV and from being
20 the former Commissioner of Police.

ADV KHUMALO SC: So you did not know him socially?

MR CARRIM: No, no, no, not at all.

ADV KHUMALO SC: Thank you.

ADV BALOYI SC: Something different. You say in paragraph 10, that is where you explain why you

approached Mr Mogotsi. You say he is known as someone who is connected. What do you know about his connection, or his being connected in the context of this transaction? What do you know about his connections?

MR CARRIM: Commissioner, he did not say much, but he always said to me – we know him as a person that is connected everywhere. You need something done, you talk to Mr Mogotsi. You need to get something done, you need to find out something, you call Mr Mogotsi. He knows
10 everybody. He just knows everybody.

ADV BALOYI SC: Well, our particular interest here is his connection to the to the SAPS ...[intervenes].

MR CARRIM: Yes, he ...[intervenes].

ADV BALOYI SC: Let me finish. To the SAPS, but also to politicians. And you quite carefully say he is known as someone who is connected. So I would like you to unpack that. What do you know about the level and extent of his connections?

MR CARRIM: Look, Commissioner, for a long time, he has
20 been at various structures. He coordinates campaigns of the ANC. He is very active. And he said to me, he said to me this, he said to me, no, I am connected in the police. I know the generals, I know everybody in the police. I said, okay, fine. And he made that statement.

ADV BALOYI SC: This is before this transaction?

MR CARRIM: Ja, ja ...[intervenes].

ADV BALOYI SC: He has told you before that he knows the generals.

MR CARRIM: Long time ago, not long, but maybe a year. But every time you see him, I mean, he knows everybody. He tells you, I know this, I know that. He just knows everybody.

ADV BALOYI SC: Everybody, including politicians?

MR CARRIM: Yes.

10 **ADV BALOYI SC:** All right, thank you. Thank you, Chair.

CHAIRPERSON: I think for the record, I must mention that the ruling has been, or rather copies of it have been furnished to Mr Carrim's legal representatives, the evidence leaders and my co-Commissioners. And I have given instructions for it to be uploaded onto the Commission's website. So for those interested, it will be available there.

ADV CHASKALSON SC: Sorry, Chair, there were just some documents that Mr Carrim was going to look for overnight. The one was his two-pager agreement with Mr
20 Maumela in relation to the mining venture. Second was the draft agreement that he had with Medicare 24. The third was details of the accountant who instructed that Mr Matlala should pay Tameez, not Ziggy. And the fourth was he was to consult with his attorneys in relation to accessing his WhatsApps from 2024/25 with Mr Mogotsi. And I would ask

also with Mr Maumela. If we can just get an answer on those tomorrow morning?

CHAIRPERSON: Have you managed to itemise all those, Mr Bhana?

ADV BHANA SC: We have.

CHAIRPERSON: Thank you. Thank you. Let us adjourn and resume at 09:30 tomorrow.

INQUIRY POSTPONED UNTIL 10 FEBRUARY 2026

INQUIRY ADJOURNS

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